APPENDIX C
REQUIRED FORMS

CONTRACTOR AFFIDAVIT AND AGREEMENT

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 for services on behalf of **Clayton County Board of Education.** (name of public employer), 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 sub-Contractors 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

RFP 005-27 Concessions, Catering, & Premium Beverage Management Services
Name of Project

Clayton County Board of Education
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

SUB-CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Sub-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 under a contract with _____(name of Contractor) on behalf of the Clayton County Board of Education 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-contractor will continue to use the federal work authorization program throughout the contract period and the undersigned Sub-contractor will contract for the physical performance of services in satisfaction of such contract only with Sub-Sub-Contractors who present an affidavit to the Sub-contractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned Sub-contractor will forward notice of the receipt of an affidavit from a Sub-Sub-contractor to the Contractor within five business days of receipt. If the undersigned Sub- contractor receives notice of receipt of an affidavit from any Sub-Sub-contractor that has contracted with a Sub-Sub-contractor to forward, within five business days of receipt, a copy of such notice to the Contractor. Sub-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 Sub-
Contractor

RFP 005-27 Concessions, Catering, & Premium Beverage Management Services
Name of Project

Clayton County Board of Education
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:

RFP # 005-27
CONCESSIONS, CATERING, & PREMIUM BEVERAGE MANAGEMENT SERVICES

PROPONENT REPRESENTATIONS AND DECLARATIONS

This Acknowledgement of Representations and Declarations and Agreement must be properly signed and notarized, and returned with Proponent's response to this RFP.

1. **Anti-Lobbying Provision.** All respondents, including agents, personnel, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

2. **Certification of Independent Price Determination/Non-Collusion.** Collusion and other anticompetitive practices among offerors are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

   "I certify that this bid/proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent/Offeror."

3. **Prohibition on Kickbacks or Gratuities/Non-Gratuity.** The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

   a. It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

      It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

b. It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

4. **Debarment.** The undersigned Service Provider / Contractor provides this assurance and certification that they are not currently debarred from submitting proposals or proposals on contracts by any agency in the State of Georgia and the federal government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the State of Georgia or the federal government.

5. **Covenant of Non-Discrimination.** The undersigned understands that it is the policy of CCPS to promote full and equal business opportunity for all persons doing business with the CCPS. The undersigned covenants that we have not discriminated, on the basis of race, color, religion, sex, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

6. **Small Local Business Enterprise (SLBE) Program.** The undersigned bidder/proponent hereby state that they have read and understand the requirements and conditions as set forth in the CCPS Inclusivity in Purchasing, Small Local Business Enterprise Program, and that reasonable effort were made to support the CCPS in providing the maximum practicable opportunity for the utilization of SLBEs consistent with the efficient and economical performance of this contract. The Bidder/Proponent and any subcontractors shall file compliance reports at reasonable times and intervals with CCPS in the form and to the extent prescribed by. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Bidders/Proponents and their subcontractors/suppliers. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proponent knowing them to be false, or if there is a failure of the successful Bidder/Proponent to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of CCPS, then in any such events the Bidder/Proponent's act or failure to act shall constitute a material breach of contract, entitling CCPS to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies CCPS may have for other defaults under the Contract. Additionally, Bidder/Proponent will be subject to the loss of any future contract awards by the CCPS for a period of one year.

7. **Certify Satisfaction of all Underlying Obligations. (If Applicable).** If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by CCPS, the Contractor shall certify to CCPS in writing, in a form satisfactory to CCPS, that all subcontractors, materialmen suppliers and similar firms or persons involved in the CCPS contract have been paid in full at the time of final payment to the Contractor by CCPS or will be paid in full utilizing the monies constituting final payment to the Contractor.

8. **Proponent Declarations**:

a. I, the undersigned, have carefully examined and fully understand the CCPS General Terms and Conditions and this solicitation in its entirety, including all required forms and Proponent Representations, and agree to conform with every requirement. I certify that I am legally authorized to make the statements and representations herein and sign this quote for the Proponent. Signing this form affirms that the Original Request for Proposal Document has not been altered in any way.

b. I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Proponent.

--BALANCE OF PAGE INTENTIONALLY LEFT BLANK--

Sign here if you are an individual:

Printed Name: _____ Signature: _____ Date: _____

Subscribed and sworn to or affirmed by _____(name) this _day of _____, 20_.

_____

Notary Public of _____(state)

My commission expires: _____

Sign here if you are an authorized representative of a responding entity or partnership:

Printed Name of Entity or Partnership: _____

Signature of authorized representative: _____ Title: _____

Date: _____, 20

Subscribed and sworn to or affirmed by _____ (name), as the _____(title) of _____ (entity or partnership name) this _____day of _____, 20___.

Notary Public of

_____(st

ate) My commission expires: _____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C – C corporation, S – S corporation, P – Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

REFERENCE AND RELEASE FORM

Please provide the information and contact person who will verify Contractor's experience and ability to perform the services listed in the RFP. Submission of this form grants CCPS the authority to contact each reference listed.

Project Name: Project Number: Contract Period:	Company Name: Contact Person: (Name and Title)		
Email Address:	Address		
Telephone Number: Fax Number:	City	State	Zip Code

Project Name: Project Number: Contract Period:	Company Name: Contact Person: (Name and Title)		
Email Address:	Address		
Telephone Number: Fax Number:	City	State	Zip Code

Project Name: Project Number: Contract Period:	Company Name: Contact Person: (Name and Title)		
Email Address:	Address		
Telephone Number: Fax Number:	City	State	Zip Code

Project Name: Project Number: Contract Period:	Company Name: Contact Person: (Name and Title)		
Email Address:	Address		
Telephone Number: Fax Number:	City	State	Zip Code

Authorized Signature: _____ Date: _____

PERFORMANCE BOND (Contractor)

_____,a corporation duly
[Insert Proper Name of Surety]

organized and existing under the laws of the State of _____,a surety ("Surety"), and

_____,as principal
[Insert Proper Name of Contractor]

("Contractor"), enter into, execute this bond ("Performance Bond"), and bind themselves in favor of the Clayton County Board of Education as obligee ("Owner"), in the penal sum of

_____dollars($_____,, as of _____
[Insert Penal Sum in words and numerals] *[Insert Date of Executed Contract]*

WHEREAS, the Contractor has executed a contract with the Owner of even date herewith ("Executed Contract") for services of:

_____

_____
[Insert Description and Location of the Project]

("Project"); and

WHEREAS, the Owner has required the Contractor to furnish this Performance Bond containing the terms and conditions set forth herein as a condition to executing the Executed Contract with the Contractor;

NOW THEREFORE, the Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors and successors agree:

1.

The Executed Contract is hereby incorporated herein and by reference made a part hereof to the same extent and effect as though it were copied verbatim herein. The Surety and the Contractor are bound for the full performance of the Executed Contract, including, without exception, all of its terms and conditions, both express and implied.

2.

If the Contractor is in default of the Executed Contract and the Owner, by written notice to the Contractor and the Surety, declares the Contractor to be in default and terminates the right of the Contractor to proceed, the Surety shall thereupon promptly notify the Owner in writing as to which of the actions permitted to the Surety in Paragraph 3 it will take.

3.

Upon default and termination of the Contractor and notice to the Contractor and Surety as provided in Paragraph 2 above, the Surety shall, within 30 days, proceed to take one or, at its option, more than one of the following courses of action

(A) Proceed itself, or through others acting on its behalf, to complete full performance of the Executed Contract including, without limitation, correction of defective and nonconforming work performed by or on behalf of the Contractor. During such performance by the Surety, the Owner shall pay the Surety from its own funds only such sums as would have been due and payable to the Contractor in the absence of the default and termination.

(B) Applicable law permitting, and with the prior written consent of the Owner, obtain bids or proposals from contractors previously identified as being acceptable to the Owner, for full performance of the Executed Contract. The Surety shall furnish the Owner a copy of such bids or proposals upon receipt of same. The Surety shall promptly select, with the agreement of the Owner, the best responsive bid or proposal and shall promptly tender the contractor submitting it, together with a contract for fulfillment and completion of the Executed Contract executed by the completing contractor, to the Owner for the Owner's execution. Upon execution by the Owner of the contract for fulfillment and completion of the Executed Contract, the completing contractor shall furnish to the Owner a performance bond and a separate payment bond, each in the form of those bonds previously furnished to the Owner for the Project by the Contractor. Each such bond shall be in the penal sum of the (1) fixed price for completion, (2) guaranteed maximum price for completion, or (3) estimated price for completion, whichever is applicable. The Owner shall pay the completing contractor from its own funds only such sums as would have been due and payable to the Contractor under the Executed Contract as and when they would have been due and payable to the Contractor in the absence of the default and termination. To the extent that the Owner is obligated to pay the completing contractor sums which would not have then been due and payable to the Contractor under the Executed Contract, the Surety shall provide the Owner with such sums in a sufficiently timely manner that the Owner can utilize such sums in making timely payment to the completing contractor; or,

(C) Take any and all other acts, if any, mutually agreed upon in writing by the Owner and the Surety.

4.

In addition to those duties set forth hereinabove, the Surety shall promptly pay the Owner all loss, costs and expenses resulting from the Contractor's default(s), including, without limitation, fees, expenses and costs for architects, engineers, consultants, testing, surveying and attorneys, liquidated or actual damages, as applicable, for delay in completion of the Project, and fees, expenses and costs incurred at the direction, request, or as a result of the acts or omissions of the Surety.

5.

In no event shall the Surety be obligated to the Owner hereunder for any sum in excess of the Penal Sum As used in this Performance Bond, the term "Penal Sum" means the amount stated as the penal sum in the preamble of this Performance Bond, as that amount may be adjusted from time to time pursuant to Paragraph 6 below.

6.

The Surety waives notice of any changes to the Executed Contract including, without limitation, changes in the contract time, the contract price, or the work to be performed. If the total amount payable by the terms of the Executed Contract is increased to an amount in excess of the then current Penal Sum, then, automatically and without notice to or any action required of any party, the Penal Sum shall be increased as the total amount payable by the terms of the Executed Contract is increased.

7.

This Performance Bond is provided by the Surety for the sole and exclusive benefit of the Owner, together with its successors or assigns. No other party, person or entity shall have any rights against the Surety hereunder.

8.

Any and all notices to the Surety, the Contractor or the Owner shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

Surety: _____

_____

_____

Attn: _____

Contractor: _____

_____

Attn _____

Owner: Clayton County Board of Education
Business Services
1098 Fifth Avenue
Jonesboro, GA 30236
Attn: Director of Purchasing

9.

Any statutory limitation, which may be contractually superseded, to the contrary notwithstanding, any action hereon may be instituted so long as the applicable statute of limitations governing the Executed Contract has not run or expired.

CONTRACTOR:	SURETY:
_____ [Seal]	_____ [Seal]
[Typed Name of Contractor]	*[Typed Name of Surety]*
By: _____	By: _____
[Signature]	*[Signature]*
_____	_____
[Printed Name, Title and Address]	*[Printed Name, Title and Address]*

PERFORMANCE BOND (Contractor) (Co-Sureties)

_____, a corporation duly
[Insert Proper Name of Surety]

organized and existing under the laws of the State of _____and

_____, a corporation duly
[Insert Proper Name of Surety]

organized and existing under the laws of the State of ----------as co-sureties ("Co-Sureties"), both jointly and severally, and _____,
[Insert Proper Name of Contractor]

as principal ("Contractor"), both jointly and severally, enter into, execute this bond ("Performance Bond"), and bind themselves in favor of the Clayton County Board of Education as obligee ("Owner"), in the penal sum of _____dollars ($_____), as
[Insert Penal Sum in words and numerals]

of _____
[Insert Date of Executed Contract]

WHEREAS, the Contractor has executed a contract with the Owner of even date herewith ("Executed Contract") for services of:

_____

_____
[Insert Description and Location of the Project]

("Project"); and

WHEREAS, the Owner has required the Contractor to furnish this Performance Bond containing the terms and conditions set forth herein as a condition to executing the Executed Contract with the Contractor;

NOW THEREFORE, the Co-Sureties, both jointly and severally, and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors and successors agree:

1.

The Executed Contract is hereby incorporated herein and by reference made a part hereof to the same extent and effect as though it were copied verbatim herein. The Co-Sureties and the Contractor are bound for the full performance of the Executed Contract, including, without exception, all of its terms and conditions, both express and implied.

If the Contractor is in default of the Executed Contract and the Owner, by written notice to the Contractor and the Co-Sureties, declares the Contractor to be in default and terminates the right of the Contractor to proceed, the Co-Sureties shall thereupon promptly notify the Owner in writing as to which of the actions permitted to the Co-Sureties in Paragraph 3 they will take.

3.

Upon default and termination of the Contractor and notice to the Contractor and Co-Sureties as provided in Paragraph 2 above, the Co-Sureties shall, within 30 days, proceed to take one or, at their option, more than one of the following courses of action

(A) Proceed themselves, or through others acting on their behalf, to complete full performance of the Executed Contract including, without limitation, correction of defective and nonconforming work performed by or on behalf of the Contractor. During such performance by the Co-Sureties, the Owner shall pay the Co-Sureties by joint check from its own funds only such sums as would have been due and payable to the Contractor in the absence of the default and termination.

(B) Applicable law permitting, and with the prior written consent of the Owner, obtain bids or proposals from contractors previously identified as being acceptable to the Owner, for full performance of the Executed Contract. The Co-Sureties shall furnish the Owner a copy of such bids or proposals upon receipt of same. The Co-Sureties shall promptly select, with the agreement of the Owner, the best responsive bid or proposal and shall promptly tender the contractor submitting it, together with a contract for fulfillment and completion of the Executed Contract executed by the completing contractor, to the Owner for the Owner's execution. Upon execution by the Owner of the contract for fulfillment and completion of the Executed Contract, the completing contractor shall furnish to the Owner a performance bond and a separate payment bond, each in substantially the form of those bonds previously furnished to the Owner for the Project by the Contractor. Each such bond shall be in the penal sum of the

(1) fixed price for completion, (2) guaranteed maximum price for completion, or (3) estimated price for completion, whichever is applicable. The Owner shall pay the completing contractor from its own funds only such sums as would have been due and payable to the Contractor under the Executed Contract as and when they would have been due and payable to the Contractor in the absence of the default and termination To the extent that the Owner is obligated to pay the completing contractor sums which would

not have then been due and payable to the Contractor under the Executed Contract, the Co-Sureties shall provide the Owner with such sums in a sufficiently timely manner that the Owner can utilize such sums in making timely payment to the completing contractor; or,

(C) Take any and all other acts, if any, mutually agreed upon in writing by the Owner and the Co-Sureties.

4.

In addition to those duties set forth hereinabove, the Co-Sureties shall promptly pay the Owner all loss, costs and expenses resulting from the Contractor's default(s), including, without limitation, fees, expenses and costs for architects, engineers, consultants, testing, surveying and attorneys, liquidated or actual damages, as applicable, for delay in completion of the Project, and fees, expenses and costs incurred at the direction, request, or as a result of the acts or omissions of the Co-Sureties, or either of them.

5.

In no event shall the Co-Sureties be obligated to the Owner hereunder for any sum in excess of the Penal Sum. As used in this Performance Bond, the term "Penal Sum" means the amount stated as the penal sum in the preamble of this Performance Bond, as that amount may be adjusted from time to time pursuant to Paragraph 6 below.

6.

The Co-Sureties waive notice of any changes to the Executed Contract including, without limitation, changes in the contract time, the contract price, or the work to be performed. If the total amount payable by the terms of the Executed Contract is increased to an amount in excess of the then current Penal Sum, then, automatically and without notice to or any action required of any party, the Penal Sum shall be increased as the total amount payable by the terms of the Executed Contract is increased.

7.

This Performance Bond is provided by the Co-Sureties for the sole and exclusive benefit of the Owner, together with its successors or assigns. No other party, person or entity shall have any rights against the Co-Sureties hereunder.

8.

Any and all notices to the Co-Sureties, the Contractor or the Owner shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

Co-Sureties: _____

_____

_____

Attn: _____

_____

_____

_____

Attn: _____

Contractor: _____

_____

_____

Attn _____

Owner: Clayton County Board of Education
Business Services
1098 Fifth Avenue
Jonesboro, GA 30236
Attn Director of Purchasing

9.

Any statutory limitation, which may be contractually superseded, to the contrary notwithstanding, any action hereon may be instituted so long as the applicable statute of limitations governing the Executed Contract has not run or expired.

CONTRACTOR:

_____seal]
[Typed Name of Contractor]

By: _____
[Signature]

_____
[Printed Name, Title and Address]

_____

_____

CO-SURETIES:

_____seal]
[Typed Name of Co-Surety]

By: _____
[Signature]

_____
[Printed Name, Title and Address]

_____

_____

AND

_____ **[Seal]**

[Typed Name of Co-Surety]

By: _____

[Signature]

_____

[Printed Name, Title and Address]

_____

_____

PAYMENT BOND (Contractor)

_____,a corporation duly
[Insert Proper Name of Surety}

organized and existing under the laws of the State of _____,as surety ("Surety"), and

_____,as principal ("Contractor"), enter
[Insert Proper Name of Contractor}

into, execute this bond ("Payment Bond"), and bind themselves in favor of the Clayton County Board of Education, as obligee ("Owner") in the penal sum of

_____dollars($_____,, as of _____
[Insert Penal Sum in words and numerals} *[Insert Date of Executed Contract}*

WHEREAS, the Contractor has executed a contract with the Owner of even date herewith ("Executed Contract") for service of:

_____

_____
[Insert Description and Location of the Project}

("Project"); and,

WHEREAS, the Owner has required the Contractor to furnish this Payment Bond containing the terms and conditions set forth herein as a condition to executing the Executed Contract with the Contractor;

NOWTHEREFORE, the Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors and successors agree:

1.

The Executed Contract is hereby incorporated herein and by reference made a part hereof to the same extent and effect as though it were copied verbatim herein. The Surety and the Contractor are bound for the full performance of the Executed Contract including without exception all of its terms and conditions, both express and implied, and, without limitation, specifically including Contractor's obligation to pay for labor, materials, machinery, and equipment provided in connection with the Executed Contract performance.

2.

For purposes of this Payment Bond, Beneficiary is defined as any subcontractor or other person supplying labor, materials, machinery, or equipment in the prosecution of the work provided for in the Executed Contract, or any other person entitled to the protection of this Payment Bond pursuant to the provisions of Title 36, Chapter 91, Official Code of Georgia Annotated

3.

Every Beneficiary who has not been paid in full for labor or material furnished in the prosecution of the work on the Project before the expiration of a period of ninety (90) days after the day on which the last of the labor was done or performed by such person or the material or equipment or machinery was furnished or supplied by such person for which such claim is made, or when he or she has completed his

or her subcontract for which claim is made, shall have the right to bring an action on this Payment Bond for the amount, or the balance thereof, unpaid at the time of the commencement of such action and to prosecute such action to final execution and judgment for the sum or sums due such person; provided, however, that:

(A) Any person having a direct contractual relationship with a subcontractor but no contractual relationship, express or implied, with the Contractor where the Contractor has not complied with the notice of commencement requirements in accordance with Code Section 36-91-92, Official Code of Georgia Annotated, shall have the right of action upon this Payment Bond upon giving written notice to the Contractor within ninety (90) days from the day on which such person did or performed the last of the labor or furnished the last of the material or machinery or equipment for which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or supplied or for whom the labor was performed or done; provided, however, that: (i) the Contractor's failure to supply a copy of the notice of commencement within ten calendar days of receipt of a written request from a subcontractor, materialman or person shall render the provisions of this paragraph 3(A) inapplicable to such subcontractor, materialman or person, and (ii) the Contractor's failure to file a notice of commencement shall render the notice to contractor requirements of this paragraph 3(A) inapplicable.

(B) Any person having direct contractual relationship with a subcontractor but no contractual relationship express or implied with the Contractor where the Contractor has complied with the notice of commencement requirements in accordance with subsection (a) of Code Section 36-91-92, Official Code of Georgia Annotated, shall have the right of action on this Payment Bond provided such person shall, within thirty (30) days from the filing of the notice of commencement or thirty (30) days following the first delivery of labor, material, machinery or equipment, whichever is later, give to the Contractor a written notice setting forth:

(i) The name, address and telephone number of the person providing labor, material, machinery or equipment;

(ii) The name and address of each person at whose instance the labor, material, machinery or equipment is being furnished;

(iii) The name and the location of the Project; and

(iv) A description of the labor, material, machinery or equipment being provided and, if known, the contract price or anticipated value of the labor, material, machinery or equipment to be provided or the amount claimed to be due, if any; and

(C) Nothing contained in this Payment Bond shall limit the right of action of a Beneficiary to the ninety (90) day period referenced in paragraph 3(A) above.

The notice required under paragraph 3(A) of this Payment Bond may be served by registered or certified mail, postage prepaid, or statutory overnight delivery, duly addressed to the Contractor, at any place at which the Contractor maintains an office or conducts his or her business or at his or her residence, by depositing such notice in any post office or branch post office or any letter box under the control of the United States Postal Service; alternatively, notice may be served in any manner in which the sheriffs of the State of Georgia are authorized by law to serve summons or process.

Every action instituted on this Payment Bond shall be brought in the name of the Beneficiary, without the Owner being made a party thereto.

4.

In no event shall the Surety be obligated hereunder for sums in excess of the Penal Sum As used in this Payment Bond, the term "Penal Sum" means the amount stated as the penal sum in the

preamble of this Payment Bond, as that amount may be adjusted from time to time pursuant to paragraph 5 below.

5.

The Surety waives notice of any changes to the Executed Contract including, without limitation, changes in the contract time, the contract price, or the work to be performed. If the total amount payable by the terms of the Executed Contract is increased to an amount in excess of the then current Penal Sum, then, automatically and without notice to or any action required of any party, the Penal Sum shall be increased as the total amount payable by the terms of the Executed Contract is increased. No agreement, modification, or change in the Executed Contract, change in the work covered by the Executed Contract, or extension of time for the completion of the Executed Contract shall release the Surety of this Payment Bond.

6.

No action can be instituted hereunder after one (1) year from the completion of the Executed Contract and the acceptance of the Project by the Owner and any other applicable public authorities.

7.

Unless otherwise provided herein, any and all notices to the Surety or the Contractor shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below, including a courtesy copy to the Owner

Surety: _____

_____

_____

Attn: _____

Contractor: _____

_____

_____

Attn: _____

Owner: Clayton County Board of Education
Business Services
1098 Fifth Avenue
Jonesboro, GA 30236
Attn: Director of Purchasing

8.

Notwithstanding any provision herein that may be to the contrary, this Payment Bond is intended to be a statutory payment bond under applicable laws of the State of Georgia and shall be so construed.

CONTRACTOR:	SURETY
_____,_SEAL]	_____,SEAL]
[Typed Name of Contractor]	*[Typed Name of Surety]*
By _____	By: _____
[Signature]	*[Signature]*
_____	_____
[Printed Name, Title and Address]	*[Printed Name, Title and Address]*

PAYMENT BOND (Contractor) (Co-Sureties)

_____,a corporation duly
[Insert Proper Name of Surety}

organized and existing under the laws of the State of _____, and

_____,a corporation duly
[Insert Proper Name of Surety}

organized and existing under the laws of the State of ____ , as co-sureties ("Co-Sureties"), both jointly and severally, and _____, as principal
[Insert Proper Name of Contractor}

("Contractor"), both jointly and severally, enter into, execute this bond ("Payment Bond"), and bind themselves in favor of the Clayton County Board of Education, as obligee ("Owner") in the penal sum of

_____dollars($_____,, as
[Insert Penal Sum in words and numerals}

of _____
[Insert Date of Executed Contract}

WHEREAS, the Contractor has executed a contract with the Owner of even date herewith ("Executed Contract") for service of:

_____

_____
[Insert Description and Location of the Project}

("Project"); and,

WHEREAS, the Owner has required the Contractor to furnish this Payment Bond containing the terms and conditions set forth herein as a condition to executing the Executed Contract with the Contractor;

NOW THEREFORE, the Co-Sureties, both jointly and severally, and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors and successors agree:

1.

The Executed Contract is hereby incorporated herein and by reference made a part hereof to the same extent and effect as though it were copied verbatim herein. The Co-Sureties and the Contractor are bound for the full performance of the Executed Contract including without exception all of its terms and conditions, both express and implied, and, without limitation, specifically including Contractor's obligation to pay for labor, materials, machinery, and equipment provided in connection with the Executed Contract performance.

2.

For purposes of this Payment Bond, Beneficiary is defined as any subcontractor or other person supplying labor, materials, machinery, or equipment in the prosecution of the work provided for in the Executed Contract, or any other person entitled to the protection of this Payment Bond pursuant to the provisions of Title 36, Chapter 91, Official Code of Georgia Annotated

3.

Every Beneficiary who has not been paid in full for labor or material furnished in the prosecution of the work on the Project before the expiration of a period of ninety (90) days after the day on which the last of the labor was done or performed by such person or the material or equipment or machinery was furnished or supplied by such person for which such claim is made, or when he or she has completed his or her subcontract for which claim is made, shall have the right to bring an action on this Payment Bond for the amount, or the balance thereof, unpaid at the time of the commencement of such action and to prosecute such action to final execution and judgment for the sum or sums due such person; provided, however, that:

(A) Any person having a direct contractual relationship with a subcontractor but no contractual relationship, express or implied, with the Contractor where the Contractor has not complied with the notice of commencement requirements in accordance with Code Section 36-91-92, Official Code of Georgia Annotated, shall have the right of action upon this Payment Bond upon giving written notice to the Contractor within ninety (90) days from the day on which such person did or performed the last of the labor or furnished the last of the material or machinery or equipment for which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or supplied or for whom the labor was performed or done; provided, however, that: (i) the Contractor's failure to supply a copy of the notice of commencement within ten calendar days of receipt of a written request from a subcontractor, materialman or person shall render the provisions of this paragraph 3(A) inapplicable to such subcontractor, materialman or person, and (ii) the Contractor's failure to file a notice of commencement shall render the notice to contractor requirements of this paragraph 3(A) inapplicable.

(B) Any person having direct contractual relationship with a subcontractor but no contractual relationship express or implied with the Contractor where the Contractor has complied with the notice of commencement requirements in accordance with subsection (a) of Code Section 36-91-92, Official Code of Georgia Annotated, shall have the right of action on this Payment Bond provided such person shall, within thirty (30) days from the filing of the notice of commencement or thirty (30) days following the first delivery of labor, material, machinery or equipment, whichever is later, give to the Contractor a written notice setting forth:

(i) The name, address and telephone number of the person providing labor, material, machinery or equipment;

(ii) The name and address of each person at whose instance the labor, material, machinery or equipment is being furnished;

(iii) The name and the location of the Project; and

(iv) A description of the labor, material, machinery or equipment being provided and, if known, the contract price or anticipated value of the labor, material, machinery or equipment to be provided or the amount claimed to be due, if any; and

(C) Nothing contained in this Payment Bond shall limit the right of action of a Beneficiary to the ninety (90) day period referenced in paragraph 3(A) above.

The notice required under paragraph 3(A) of this Payment Bond may be served by registered or certified mail, postage prepaid, or statutory overnight delivery, duly addressed to the Contractor, at any place at which the Contractor maintains an office or conducts his or her business or at his or her residence, by depositing such notice in any post office or branch post office or any letter box under the control of the United States Postal Service; alternatively, notice may be served in any manner in which the sheriffs of the State of Georgia are authorized by law to serve summons or process.

Every action instituted on this Payment Bond shall be brought in the name of the Beneficiary, without the Owner being made a party thereto.

4.

In no event shall the Co-Sureties be obligated hereunder for sums in excess of the Penal Sum. As used in this Payment Bond, the term "Penal Sum" means the amount stated as the penal sum in the preamble of this Payment Bond, as that amount may be adjusted from time to time pursuant to paragraph 5 below.

5.

The Co-Sureties waive notice of any changes to the Executed Contract including, without limitation, changes in the contract time, the contract price, or the work to be performed. If the total amount payable by the terms of the Executed Contract is increased to an amount in excess of the then current Penal Sum, then, automatically and without notice to or any action required of any party, the Penal Sum shall be increased as the total amount payable by the terms of the Executed Contract is increased. No agreement, modification, or change in the Executed Contract, change in the work covered by the Executed Contract, or extension of time for the completion of the Executed Contract shall release the Co-Sureties of this Payment Bond.

6.

No action can be instituted hereunder after one (1) year from the completion of the Executed Contract and the acceptance of the Project by the Owner and any other applicable public authorities

7.

Unless otherwise provided herein, any and all notices to the Co-Sureties or the Contractor shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below, including a courtesy copy to the Owner:

Co-Sureties: _____

_____

_____

Attn: _____

_____

_____

_____

Attn _____

Contractor: _____

_____

_____

Attn: _____

Owner: Clayton County Board of Education
Business Services
1098 Fifth Avenue
Jonesboro, GA 30236
Attn: Director of Purchasing

8.

Notwithstanding any provision herein that may be to the contrary, this Payment Bond is intended to be a statutory payment bond under applicable laws of the State of Georgia and shall be so construed.

CONTRACTOR:

_____.SEAL]
[Typed Name of Contractor]

By _____
[Signature]

_____
[Printed Name, Title and Address]

CO-SURETIES:

_____.SEAL]
[Typed Name of Co-Surety]

By: _____
[Signature]

_____
[Printed Name, Title and Address]

AND

_____SEAL]
[Typed Name of Co-Surety]

By: _____
[Signature]

_____
[Printed Name, Title and Address]