



Contractor Checklist

Contractor Agreement

- If you are a TRS retiree, provide TRS retiree number for approval.
- Do not begin work until contract is approved by Principal/Director, CFO and Board of Education.

Choose one:

Affidavit of No Employees – Notarized

- Copy of driver's license required

or

Contractor Affidavit and Agreement - Notarized

Vendor Registration form

W-9

Background Check

- Follow instructions attached
- Select volunteer/contractor
- Pay online or take a money order with you to the processing location

Send original completed form to: Marietta City Schools
Financial Services Department
P.O. Box 1265
Marietta, GA 30061

Payment

- Send numbered and dated invoice to Principal/Director for payment approval. See example attached.



CONTRACTOR AGREEMENT

This agreement is made and entered into this date _____ between Marietta City Schools, Georgia and (Contractor) _____
The following services are to be provided by Contractor: _____
Service Period: Beginning (mm/dd/yyyy) _____ Ending (mm/dd/yyyy) _____ Total Payment: \$ _____ /per hour, not to exceed \$ _____

Check if TRS Retiree TRS Retiree # (required): _____ Background Verification TCN# _____

By my signature below, I confirm I have read, understand and agree to the following terms and conditions:

- I. I am not an employee of Marietta City Schools and my compensation for services will not be subject to payroll tax deductions nor will fringe benefits be provided. As such, an invoice is required by the school district to ensure timely payment for services rendered. Both I and my employees and agents (if any) are independent contractors for all purposes.
- II. I will comply at all times with all state, federal and local laws, regulations, codes and ordinances, as well as with all policies and procedures of the Marietta City Schools, all and the same may be modified or amended from time to time including, without limitation, the requirements of O.C.G.A. §13-10-90, O.C.G.A § 13-10-91 and Georgia DOL Rule 300-10-1.02, which are conditions for contract award.
- III. Contractor will, at its own cost, perform background checks on any employee or subcontractor who will be working on Marietta City School property, by following the instructions attached. Background checks must be provided to Marietta City Schools before work can begin.
- IV. I am not a vendor listed on the Excluded Parties List System (EPLS) and Marietta City Schools will terminate this contract if I am included on the EPLS. I understand I am required to disclose in writing to the Superintendent any debarments or suspensions that contractor has received from any entity within ten calendar days of the notification of the debarment or suspension, to produce immediately upon request written documentation of any debarment or suspension and to cooperate fully in any Marietta City Schools' investigation.
- V. Marietta City Schools may terminate this agreement at any time for any reason or no reason and without penalty or further obligation.
- VI. I must complete in its entirety the Marietta City Schools' Vendor Registration Packet.
- VII. It is my duty and responsibility to include any compensation arising from this agreement as income on my federal and state income tax returns. Marietta City Schools will comply with applicable federal and state laws concerning the reporting of this compensation to the Internal Revenue Service, including the issuance of IRS 1099-MISC miscellaneous income form.

Any equipment, supplies, or materials used in the performance of this service, which are not provided by Marietta City Schools (MCS), shall be at the sole cost and expense of the Contractor. Contractor is responsible for damages arising out of or resulting from Contractor's or its representatives or agents' acts or omissions including, without limitation, any damage to MCS' property or equipment.

This agreement will terminate upon payment in full by Marietta City Schools for the services stated herein.

Contractor Signature _____ Date _____

MCS Asst. Supt./Principal/Director _____ Date _____

Chief Financial Officer _____ Date _____

Account Number _____

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 Marietta City Schools 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: _____