

# REQUEST FOR PROPOSAL

*ISSUING AGENCY*

*HEARD COUNTY BOARD OF COMMISSIONERS  
PURCHASING DEPARTMENT  
PO BOX 40, 201 PARK AVENUE  
FRANKLIN, GEORGIA 30217  
PHONE: 706-675-3821*

*ISSUE DATE*

*MAY 24, 2023*

*PROPOSAL CLOSING DATE*

*JUNE 21, 2023*

*PROPOSAL CLOSING TIME*

*3:00 PM*

*Commodity*

*Fire Stations #5 and #9  
Architectural and Engineering  
Design Services*

## REQUEST FOR PROPOSAL

THE HEARD COUNTY BOARD OF COMMISSIONERS IS REQUESTING PROPOSALS FROM QUALIFIED VENDORS TO PROVIDE *ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR FIRE STATIONS #5 AND #9*. THE VENDOR SHALL PROVIDE ALL MATERIALS AND SERVICES NECESSARY IN THE PERFORMANCE OF THIS RFP.

PROPOSALS WILL BE RECEIVED BY THE HEARD COUNTY BOARD OF COMMISSIONERS, PURCHASING DEPARTMENT, 201 PARK AVENUE; FRANKLIN, GEORGIA 30217 UNTIL 3:00 PM LOCAL TIME ON JUNE 21, 2023. LATE PROPOSALS WILL NOT BE CONSIDERED NOR RETURNED. PROPOSALS WILL BE FORMALLY ACCEPTED AND ACKNOWLEDGED AT THE COUNTY ADMINISTRATION BUILDING BY STAFF PERSONNEL.

THE PROPOSAL DOCUMENTS AND SPECIFICATIONS ARE AVAILABLE FOR INSPECTION AT THE HEARD COUNTY PURCHASING DEPARTMENT, 201 PARK AVENUE; FRANKLIN, GEORGIA 30217; PHONE 706-675-3821.

PROPOSALS MAY NOT BE WITHDRAWN FOR NINETY (90) DAYS AFTER THE TIME AND DATE SET FOR CLOSING, EXCEPT AS ALLOWED BY OCGA. HEARD COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY TECHNICALITIES.

**RFP DOCUMENTS ARE AVAILABLE AT THE HEARD COUNTY, GEORGIA WEBSITE: [WWW.HEARDCOUNTYGA.COM](http://WWW.HEARDCOUNTYGA.COM)**

## 1.0 INTRODUCTION

### 1.1 Purpose of Procurement

The Heard County Board of Commissioners is requesting proposals from vendors to provide *Fire Stations #5 and #9 Architectural and Engineering Design Services*.

### 1.2 Proposal Certification

Pursuant to the provisions of the Official Code of Georgia Annotated 50-5-67(a), Heard County certifies that the use of competitive sealed bidding will not be practical or advantageous to the County in completing the acquisition described in this document.

The Owner shall have the right to waive any informality, irregularity, or insufficiency in the proposal procedure and in any proposal or proposals received and to accept the proposal which, in the Owner's sole judgment, is in the Owner's own best interests. The Owner shall have the right to accept any proposal.

### 1.3 Schedule of Events

This Request for Proposals shall be governed by the following schedule:

DATE	ACTIVITY
May 24, 2023	Release of RFP
June 7, 2023 12:00 PM	Deadline for written questions to be submitted to <a href="mailto:kevin@hambymanagement.com">kevin@hambymanagement.com</a>
June 14, 2023 3:00 PM	Answers to written questions posted to website: <a href="http://www.heardcountyga.com">www.heardcountyga.com</a>
<b>June 21, 2023 3:00 PM</b>	<b>Proposals Due</b>

### 1.4 Restrictions on Communications

From the issue date of this RFP until a contractor is selected and the award is announced, Contractors are not allowed to communicate **for any reason** with any County staff or elected officials except: 1) through the Project Manager or 2) as provided by existing work agreement(s). The County reserves the right to reject the submittal of any bidder violating this provision.

### 1.5 Pre-Proposal Conference

OMIT

## 1.6 Questions & Addenda

All questions concerning this RFP must be submitted in writing (email is preferred but fax and mail may be used) to the Project Manager no later than 12:00 pm on June 7, 2023 local time.

The Inquiries must be directed to:

**Kevin Hamby, Project Manager**  
Heard County Board of Commissioners  
201 Park Avenue  
Franklin, GA 30217  
[kevin@hambymanagement.com](mailto:kevin@hambymanagement.com)  
**Phone (706) 215-1364**  
**Fax (706) 675-2493**

No response to inquiries other than written will be binding upon the County. Heard County reserves the right to issue written addenda to any inquiries that alter the scope of the Request for Proposals. Addenda shall be posted to the county website, [www.heardcountyga.com](http://www.heardcountyga.com), no later than June 14, 2023 at 3:00 PM. A signed copy of any addenda shall accompany submitted proposals. Proposers are advised to check the website for addenda before submitting their Proposals.

## 1.7 Definition of Terms

**BOC** – Heard County Board of Commissioners

**OCGA** - Official Code of Georgia Annotated (State Statute)

**Proposer** - Respondent to this Request for Proposals

**Proponent** - The successful respondent to this Request for Proposals, after being placed under contract with the County.

**RFP** - Request for Proposals

**Pricing Form** - Document used for obtaining financial proposal from the Proposer.

**Contract Documents** – The Contract Documents are defined as all Drawings, Specifications, Bulletins, Agreement Forms and Addenda issued through the completion of the project including, but not limited to:

1. Appendix A Proposal Certification
2. Appendix B Save/e-verify Affidavit.
3. Appendix C Pricing Form

## **1.8 Contract Term**

The contract between the County and the Contractor shall become effective upon signing and shall remain in force until completion of the project, or until notice of termination in writing is given by the other party as provided herein. Heard County reserves the right to terminate contract at any time if successful bidder fails to meet requirements stated in this proposal.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Heard County under this contract.

## **1.9 Bonds**

### **OMIT**

## **1.10 Exception to RFP**

Each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An “exception” is defined as the Proposer’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken **must** be identified and explained in writing in your proposal and must specifically reference the relevant section(s) of this RFP. If the proposer provides an alternate solution when taking an exception to the requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the proposer’s solution, must be explained in detail.

The County welcomes innovative suggestions and recommendations from firms that will ensure a 100% successful service approach.

## **2.0 SCOPE OF WORK/SPECIFICATIONS**

### General Notes

#### Fire Station #5

- New Replacement Facility approximately 4500 sq ft
- Adjacent to the existing station which must remain in operation during construction
- 3 Truck Bays
- Sleeping Quarters for 2 fire-fighters
- Day Room
- Kitchen/Dining Area
- Voting Precinct/Multi-Purpose Room
- Site/Civil Engineering is by Heard County

#### Fire Station #9

- Exterior weatherization and waterproofing
- Renovation of the existing floor plan
- Convert existing laundry room into an additional sleeping room
- Create a laundry room within the existing building
- Additional landscaping.

### **3.0 MANDATORY REQUIREMENTS**

This section identifies all mandatory requirements which must be present in the proposal before further consideration will be given.

#### **3.1 Proposal Requirements**

- a. A transmittal letter that states the Proposal is submitted in response to **RFP “AE Services Fire Stations #5 and #9”**. Letter must be signed by a person authorized to enter into a contractual agreement on behalf of the submitting firm. Name, title, email address and phone number shall be included for a contact person.
- b. Completed Pricing Proposal that addresses all elements of the Scope of Work referenced in Section 2 of this RFP.
- c. Qualifications Information requested in Section 4 of this RFP.
- d. Evidence of Insurance.
- e. Bidder’s Certification (Appendix A)
- f. E-Verify/Save Affidavit (Appendix B)
- g. Signed Addendum(s), if any

#### **3.2 Pricing Proposal**

The pricing proposal is a separate document from this RFP document.

- a. The proposal sum shall be stated in both writing and in figures. This information is an integral part of the evaluation process. Details of the submission should include a pricing breakdown, possible cost saving measures, and a complete narrative on pricing approach including but not limited to clarifications and assumptions. The pricing proposal should also include a 5% contingency for potential scope gap and unforeseen conditions. The use of this contingency will be at the discretion of Heard County and any savings or unused contingency shall be returned to Heard County upon successful completion of the project.
- b. The Pricing Form shall be signed as follows:

- i. If the Proposer is a corporation, the form shall be signed in the name and under the seal of the corporation by a duly authorized officer of the corporation, with the designation of Proposer's official capacity, and properly attested. The form shall show the state in which the corporation is chartered.
- ii. If the Proposer is a partnership, the form shall be signed by a general partner in the name or style under which the organization is doing business. Name and address of each member of the partnership shall be shown on the form.
- iii. If the Proposer is an individual, Proposer shall sign the form in person, and state the name or style, if any, under which Proposer is doing business.
- iv. In every case, the form shall show the present business address of the Proposer, at which address communications will be received and service of notices accepted.
- v. The name of each person signing the form shall be typed or printed below Proposer's signature.

#### **4.0 QUALIFICATIONS INFORMATION**

Qualifications information together shall not exceed 10 pages. Provide the following qualifications information:

- a. Business location and officers of the firm (company background)
- b. Resumes of key personnel proposed to participate in the project including education background and employment history.
- c. A complete list of all relevant work performed for Fire Services within the last ten (10) years, including contact names and telephone numbers.

#### **5.0 PROPOSAL SUBMISSION AND EVALUATION**

##### **5.1 Process for Submitting Proposals**

###### **5.1.1 Preparation of Proposal**

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical proposal, the Contractor should reference these materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

###### **5.1.2 Packaging of Proposal**

Mark the outside of the shipping package as follows:

**RFP FIRE STATIONS #5 AND #9 ARCHITECTURAL AND  
ENGINEERING DESIGN SERVICES**

***Failure to properly label the OUTSIDE of the shipping container may result in disqualification.***

Inside the shipping container, the proposal in response to this RFP must be divided into **two separate** and appropriately **labeled** and sealed packages - a Qualifications Proposal and a Pricing Proposal. The inner packages shall be labeled with the submitting firm's name.

1. The contents of the sealed, inner package labeled **“Qualifications Proposal”** will include an original and six (6) copies of each of the following:
  - Transmittal letter referenced under Section 3.1 of this RFP
  - Bidder's Certification (Appendix A)
  - Everify / SAVE Affidavit (Appendix B)
  - All qualifications information referenced under Section 4 of this RFP
  - Proof of Insurance
  - Signed Addendum (if any)
  - Copy of current business license
  
2. The contents of the sealed, inner package labeled **“Pricing Proposal”** will include an original and six (6) copies of each of the following:
  - Completed Pricing form

**Do not include price information of any kind in the Qualifications Proposal**

**5.1.3 Submission of Proposals**

Proposals will be received by Heard County until 3:00 PM on June 21, 2023. The original and six (6) copies must be mailed, hand-delivered, or express mailed to:

**Felicia Adams, Finance Director  
Heard County Board of Commissioners  
201 Park Avenue  
Franklin, GA 30217**

**Any submission received after the due date and time will not be evaluated.**

NOTE: Many express mail services do not guarantee overnight delivery times to Heard County. Any proposal received after 3:00 PM on November 9, 2022 will not be opened.

**5.2 Evaluation Process**

The evaluation of proposals received on or before the due date and time will be conducted as follows:



**5.2.1 Administrative Review**

The proposals will be reviewed by the Purchasing Director for the following administrative requirements:

- 1. Submitted by deadline
- 2. Separately sealed Qualifications Proposal and Pricing Proposal
- 3. All required documents have been submitted
- 4. All documents requiring an original signature have been signed and are included

**5.2.2 Mandatory Requirements Review**

Proposals which pass the administrative review will be reviewed to ensure all Mandatory Requirements identified in Section 3.0 are addressed satisfactorily.

**5.2.3 Qualifications Proposal Evaluation**

Proposals which pass the Mandatory Requirements Review will then be evaluated based on the qualification factors. Qualifications information will be scored as follows and may receive a maximum of one hundred (100) points.

Company Background	10
Personnel Qualifications	25
Relevant Work	35
Pricing Proposal	<u>30</u>
Total Points	100

**5.2.4 Pricing Proposal Evaluation**

The pricing proposal from bidders not eliminated during the qualification proposal evaluation will then be reviewed to determine which proposal results are most beneficial to the County.

**5.2.5 Oral Presentations**

The County reserves the right to invite Proposers to present their qualifications.

**5.2.6 Selection of Proposal**

Upon completion of the evaluation process, the Board of Commissioners will select the proposal that is in the best interest of Heard County.

### **5.3 Rejection of Proposals/Cancellation of RFP**

Heard County reserves the right to reject any or all submissions, to waive any irregularity or informality in a submission, and to accept or reject any item or combination of items, when to do so would be to the advantage of the County. It is also within the right of the County to reject submissions that do not contain all elements and information requested in this document. The County reserves the right to cancel this RFP at any time. **The County will not be liable for any cost/losses incurred by the vendor throughout this process.**

## **6.0 TERMS AND CONDITIONS**

### **6.1 RFP Amendments**

The County reserves the right to amend this RFP prior to the proposal due date. All addenda and additional information will be posted to the County website at [www.heardcountygga.com](http://www.heardcountygga.com) prior to June 14, 2023 at 3:00 PM. It is the Proposer's responsibility to check the website for addenda before submitting a Proposal. All addenda shall be included in the Qualifications Proposal.

### **6.2 Agreement and Project Forms**

The Agreement form shall be the Owner's agreement form. The Owner's payment, waiver of lien and change order form(s) shall be used.

### **6.3 Proposal Withdrawal**

A submitted proposal may be withdrawn prior to the due date by a signed written request to the Project Manager.

### **6.4 Cost for Preparing Proposals**

The cost for developing the proposal is the sole responsibility of the Proponent. The County will not provide reimbursement for such costs.

### **6.5 Conflict of Interest**

If a Proposer has any existing client relationship that involves Heard County, the Proponent must disclose each relationship.

### **6.6 Contractor Selection**

Heard County reserves the exclusive right to determine which Proponent should be awarded the Contract. The County also reserves the right to reject any or all bids at its discretion with or without cause.

## **6.7 Negotiations with Apparent Winner**

Prior to award, the apparent winning Proponent will be required to enter into discussions with the County to resolve any contractual differences. These discussions are to be finalized within one (1) week of notification unless extending the time period is advantageous to the County. Failure to resolve differences will lead to rejection of the proposal.

The County reserves the right to negotiate modifications and costs with the successful Proponent provided that no such modifications affect the evaluation criteria set forth herein.

The Contractor shall commence work only after the transmittal of a fully executed contract and Notice to Proceed from the County.

## **6.8 Taxes**

Heard County is exempt from taxes; however the Contractor shall pay all taxes required by law. Heard County cannot exempt others from tax.

## **6.9 Compliance with Laws**

The Contractor will comply with all State and Federal laws, rules, and regulations.

## **6.10 Cancellation for Cause**

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.

Heard County reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the successful proponent to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Heard County. Heard County shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between the County and the successful proponent, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful proponent.

If the termination clause is used by the County, the successful proponent will be paid by the County for all scheduled work completed satisfactorily by the successful proponent up to the termination date set forth in the written termination notice.

### **6.11 Condition of Materials**

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition.

### **6.12 Rejection of Submissions/Cancellation of Request for Proposals**

Heard County reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of Heard County. It is also within the rights of Heard County to reject proposals that do not contain all elements and information requested in this document. Heard County reserves the right to cancel this Request for Proposals at any time. Heard County will not be liable for any cost/losses incurred by the proponents throughout this process.

### **6.13 Non-discrimination**

Heard County does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.

### **6.14 Payment**

Payment terms and invoicing requirements shall be as defined by the Agreement form. See Section 6.2 of this RFP for more information on the Agreement form.

### **6.15 Insurance**

The proponent shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this project.

The proponent assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall, during the continuance of all work under the Contract, provide the following:

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$2,000,000.00 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue or any statute or law in force within the State of Georgia, or which may be herein after enacted.
2. The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor, its sub-contractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting

from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required

3. The Contractor agrees to maintain Automobile Liability Insurance in an amount of not less than \$500,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
4. The Contractor further agrees to protect, defend, indemnify, and hold harmless Heard County, its commissioners, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this RFP.
5. The Contractor shall notify the County, in writing, sixty (60) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the County.
6. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination.
7. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons under its direct employment and of the sub Contractors and any persons employed by the sub Contractor.
8. The Contractor and all sub Contractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.
9. If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the County may be considered. The Contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

## **6.16 Project Coordination**

The proponent shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The proponent shall designate one such person as a Project Manager, and the Project manager shall be deemed to be the proponent's authorized representative, who shall be authorized to receive and accept any and all communications from the County. The County shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the County.

The proponent hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

## **6.17 Accuracy of Work**

The proponent shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the proponent of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the proponent or latent defects in the products sold by the proponent.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the Contractor under this Agreement, the proponent shall confer with the County for the purpose of interpreting the information supplied by the proponent and to correct any errors or omissions. The above consultations, clarifications, and/or corrections shall be made without added compensation to the proponent. The proponent shall give immediate attention to these changes so there will be minimum delay to others. The proponent shall be responsible for errors and omissions and save harmless the County and its agents as provided in this Agreement.

## **6.18 Ownership**

Reports, plans, data, statistics, specifications, and other supporting records compiled or prepared in the performance of the Services required by this Contract, shall be the absolute property of the County and shall not be used by the proponent for purposes unrelated to this Contract without the prior written approval of the County. Such original documents shall be turned over to the County upon completion of the contract except that proponent shall have the right to retain copies of the same.

## **6.19 News Releases by Vendor**

As a matter of policy, the County does not endorse the products or services of a proponent. News releases concerning any resultant contract from this solicitation shall not be made by a proponent without the prior written approval of the County. All proposed news releases shall be routed to the Heard County Project Manager for review and approval.

## **6.20 Severability/Cancellation**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

The County and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Heard County, Georgia.

The County reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the proponent to provide acceptable work and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

## **6.21 Drug Free Workplace**

By submission of a Proposal, the proponent certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the proponent's employees during performance of the contract; and
2. Each proponent who hires a sub contractor to work in a drug-free work place shall secure from that sub contractor the following written certification:
3. As part of the subcontracting agreement with (Proponent's name), (Sub Contractor's name) certifies to the Proponent that a drug-free workplace will be provided for the sub contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".
4. The Proponent further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

## **6.22 Assignment of Contractual Rights**

It is agreed that the proponent will not assign, transfer, convey, or otherwise dispose of a contract that may result from this bid or his right, title, or interest in or to the same, or any part thereof, without written consent of the County.

### **6.23 Indemnity**

To the fullest extent permitted by law, the Proponent will indemnify, defend, and hold Heard County harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the proponent or anyone for whom the proponent is responsible.

### **6.24 Appropriation of Funds**

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the County's obligations under said contract(s).

### **6.25 Documents Deemed Part of Contract**

All Contract Documents issued by the Owner and executed by both parties through the completion of the project shall be deemed part of the contract. No documentation or information provided by the proposer or contractor, as part of this proposal or otherwise, shall be deemed part of the contract unless and until incorporated into the contract documents issued by the Owner.

### **6.26 Bid Bonds, Performance Bonds & Payment Bonds**

OMIT



## Appendix A

### BIDDER'S CERTIFICATION

Date of Proposal \_\_\_\_\_

I certify that this Proposal is submitted without prior understanding, agreement or connection with any corporation, firm or person submitting a Proposal for the same goods/services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

#### Bidder Information

(Type or Print)

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Tax ID Number

#### Name and Mailing Address

(Where to Send Payment)

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Social Security Number

OR

#### Name & Title of Person Authorized to Sign

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
SIGNATURE

**Proposals or Bids not signed shall be declared as "Non-Responsive"  
and may not be considered for award.**

**APPENDIX B**

**SAVE AFFIDAVIT**

**AND**

**E-VERIFY AFFIDAVIT**

**HEARD COUNTY COMMISSIONER**  
**(SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS)**  
**AFFIDAVIT FOR A PUBLIC BENEFIT AS REQUIRED BY THE GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

BY EXECUTING THIS AFFIDAVIT UNDER OATH, AS AN APPLICANT FOR A PUBLIC BENEFIT AS REFERENCED IN THE GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (O.C.G.A. § 50-36-1), I AM STATING THE FOLLOWING:

\_\_\_\_\_ **I AM A UNITED STATES CITIZEN; OR**

\_\_\_\_\_ **I AM A LEGAL PERMANENT RESIDENT OF THE UNITED STATES\*; OR**

\_\_\_\_\_ **I AM AN OTHERWISE QUALIFIED ALIEN OR NON-IMMIGRANT UNDER THE FEDERAL IMMIGRATION AND NATIONALITY ACT, 18 YEARS OF AGE OR OLDER AND LAWFULLY PRESENT IN THE UNITED STATES.\***

\*ALIEN REGISTRATION NUMBER FOR NON-CITIZENS ISSUED BY THE DEPARTMENT OF HOMELAND SECURITY OR OTHER FEDERAL IMMIGRATION AGENCY IS: \_\_\_\_\_

***DOCUMENT FOR IDENTIFICATION PURPOSES MUST BE PROVIDED. SEE LIST ON PAGE 2 OF THIS DOCUMENT.***

\*\*\*\*\*

IN MAKING THE ABOVE REPRESENTATION UNDER OATH, I UNDERSTAND THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY MAKES A FALSE, FICTITIOUS, OR FRAUDULENT STATEMENT OR REPRESENTATION IN AN AFFIDAVIT SHALL BE GUILTY OF A VIOLATION OF CODE SECTION 16-10-20 OF THE OFFICIAL CODE OF GEORGIA.

\_\_\_\_\_  
**APPLYING ON BEHALF/NAME OF ASSOCIATED BUSINESS**

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME

**SUBSCRIBED AND SWORN BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.**

\_\_\_\_\_  
**NOTARY PUBLIC**

**MY COMMISSION EXPIRES:** \_\_\_\_\_

**NOTE:** O.C.G.A. § 50-36-1(E)(2) REQUIRES THAT ALIENS UNDER THE FEDERAL IMMIGRATION AND NATIONALITY ACT, TITLE 8 U.S.C., AS AMENDED, PROVIDE THEIR ALIEN REGISTRATION NUMBER. BECAUSE LEGAL PERMANENT RESIDENTS ARE INCLUDED IN THE FEDERAL DEFINITION OF “ALIEN”, LEGAL PERMANENT RESIDENTS MUST ALSO PROVIDE THEIR ALIEN REGISTRATION NUMBER.

**[PAGE 1 OF 2]**

**SECURE AND VERIFIABLE DOCUMENTS UNDER O.C.G.A. § 50-36-2**  
[ISSUED AUGUST 1, 2011 BY THE OFFICE OF THE ATTORNEY GENERAL, GEORGIA]

THE FOLLOWING LIST OF SECURE AND VERIFIABLE DOCUMENTS, PUBLISHED UNDER THE AUTHORITY OF O.C.G.A. § 50-36-2, CONTAINS DOCUMENTS THAT ARE VERIFIABLE FOR IDENTIFICATION PURPOSES, AND DOCUMENTS ON THIS LIST MAY NOT NECESSARILY BE INDICATIVE OF RESIDENCY OR IMMIGRATION STATUS.

**INDICATE AND ATTACH A COPY OF THE DOCUMENT (FRONT AND BACK).**

- UNITED STATES PASSPORT OR PASSPORT CARD
- UNITED STATES MILITARY IDENTIFICATION CARD
- MERCHANT MARINER DOCUMENT OR MERCHANT MARINER CREDENTIAL ISSUED BY THE UNITED STATES COAST GUARD
- SECURE ELECTRONIC NETWORK FOR TRAVELERS RAPID INSPECTION (SENTRI) CARD
- DRIVER'S LICENSE ISSUED BY ONE OF THE UNITED STATES, THE DISTRICT OF COLUMBIA, THE COMMONWEALTH OF THE NORTHERN MARIANAS ISLANDS, THE UNITED STATES VIRGIN ISLAND, AMERICAN SOMOA, OR THE SWAIN ISLANDS, PROVIDED THAT IT CONTAINS A PHOTOGRAPH OF THE BEARER OR LISTS SUFFICIENT IDENTIFYING INFORMATION REGARDING THE BEARER, SUCH AS NAME, DATE OF BIRTH, GENDER, HEIGHT, EYE COLOR, AND ADDRESS TO ENABLE THE IDENTIFICATION OF THE BEARER.
- IDENTIFICATION CARD ISSUED BY ONE OF THE UNITED STATES, THE DISTRICT OF COLUMBIA, THE COMMONWEALTH OF PUERTO RICO, GUAM, THE COMMONWEALTH OF THE NORTHERN MARIANAS ISLANDS, THE UNITED STATES VIRGIN ISLAND, AMERICAN SAMOA, OR THE SWAIN ISLANDS, PROVIDED THAT IT CONTAINS A PHOTOGRAPH OF THE BEARER OR LISTS SUFFICIENT IDENTIFYING INFORMATION REGARDING THE BEARER, SUCH AS NAME, DATE OF BIRTH, GENDER, HEIGHT, EYE COLOR, AND ADDRESS TO ENABLE THE IDENTIFICATION OF THE BEARER.
- TRIBAL IDENTIFICATION CARD ISSUED BY ONE OF THE UNITED STATES, THE DISTRICT OF COLUMBIA, THE COMMONWEALTH OF PUERTO RICO, GUAM, THE COMMONWEALTH OF THE NORTEHRN MARIANAS ISLANDS, THE UNITED STATES VIRGIN ISLAND, AMERICAN SAMOA, OR THE SWAIN ISLANDS, PROVIDED THAT IT CONTAINS A PHOTOGRAPH OF THE BEARER OR LISTS SUFFICIENT IDENTIFYING INFORMATION REGARDING THE BEARER, SUCH AS NAME, DATE OF BIRTH, GENDER, HEIGHT, EYE COLOR, AND ADDRESS TO ENABLE THE IDENTIFICATION OF THE BEARER.
- PASSPORT ISSUED BY A FOREIGN GOVERNMENT
- FREE AND SECURE TRADE (FAST) CARD
- NEXUS CARD
- UNITED STATES PERMANENT RESIDENT CARD OR ALIEN REGISTRATION RECEIPT CARD
- EMPLOYMENT AUTHORIZATION DOCUMENT THAT CONTAINS A PHOTOGRAPH OF THE BEARER.
- CERTIFICATE OF CITIZENSHIP ISSUED BY THE UNITED STATES DEPARTMENT OF CITIZENSHIP AND IMMIGRATION SERVICES (USCIS) [FORM N-560 OR FORM N-561]

- CERTIFICATE OF NATURALIZATION ISSUED BY THE UNITED STATES DEPARTMENT OF CITIZENSHIP AND IMMIGRATION SERVICES (USCIS) [FORM N-550 OR FORM N-570]

[PAGE 2 OF 2]

**E-VERIFY AFFIDAVIT**

**GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) ACT  
(CONTRACTOR) E-VERIFY AFFIDAVIT AND AGREEMENT**

HEARD COUNTY BOC AND CONTRACTOR AGREE THAT COMPLIANCE WITH THE REQUIREMENTS OF O.C.G.A. § 13-10-91 AND RULE 300-10-1-.02 OF THE RULES OF THE GEORGIA DEPARTMENT OF LABOR ARE CONDITIONS OF THIS AGREEMENT FOR THE PHYSICAL PERFORMANCE OF SERVICES.

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 CONTRACTING WITH THE HEARD COUNTY BOC HAS REGISTERED WITH AND IS PARTICIPATING IN THE FEDERAL WORK AUTHORIZATION PROGRAM KNOWN AS "E-VERIFY", WEB ADDRESS [HTTPS://E-VERIFY.USCIS.GOV/ENROLL/](https://e-verify.uscis.gov/enroll/) OPERATED BY THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICES BUREAU OF THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY TO VERIFY INFORMATION OF NEWLY HIRED EMPLOYEES, PURSUANT TO THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 [(IRCA), P.L. 99-603], IN ACCORDANCE WITH THE APPLICABILITY PROVISIONS AND DEADLINES ESTABLISHED IN O.C.G.A. § 13-10-91.* THE UNDERSIGNED CONTRACTOR ALSO VERIFIES THAT HE/SHE/IT IS USING AND WILL CONTINUE TO USE THE FEDERAL WORK AUTHORIZATION PROGRAM THROUGHOUT THE CONTRACT PERIOD.

THE UNDERSIGNED CONTRACTOR AGREES THAT, SHOULD IT EMPLOY OR CONTRACT WITH ANY SUBCONTRACTOR(S) IN CONNECTION WITH THE PHYSICAL PERFORMANCE OF SERVICES PURSUANT TO THE CONTRACT WITH THE HEARD COUNTY BOC, CONTRACTOR WILL SECURE FROM SUCH SUBCONTRACTOR(S) SIMILAR VERIFICATION OF COMPLIANCE WITH O.C.G.A. § 13-10-91 ON THE SUBCONTRACTOR AFFIDAVIT PROVIDED IN RULE 300-10-01-.08 OR A SUBSTANTIALLY SIMILAR FORM. CONTRACTOR FURTHER AGREES THE CONTRACTOR WILL ADVISE THE HEARD COUNTY BOC OF THE HIRING OF A NEW SUBCONTRACTOR AND WILL PROVIDE HEARD COUNTY BOC WITH A SUBCONTRACTOR AFFIDAVIT ATTESTING TO THE SUBCONTRACTOR'S NAME, ADDRESS, USER IDENTIFICATION NUMBER, AND DATE OF AUTHORIZATION TO USE THE FEDERAL WORK AUTHORIZATION PROGRAM WITHIN FIVE (5) DAYS OF THE HIRING BEFORE THE SUBCONTRACTOR BEGINS WORKING ON THE PROJECT. CONTRACTOR ALSO AGREES TO MAINTAIN ALL RECORDS OF SUCH COMPLIANCE FOR INSPECTION BY HEARD COUNTY BOC AT ANY TIME AND TO PROVIDE A COPY OF EACH SUCH VERIFICATION TO THE HEARD COUNTY BOC AT THE TIME THE SUBCONTRACTOR(S) IS RETAINED TO PERFORM SUCH SERVICES.

\_\_\_\_\_  
E-VERIFY EMPLOYMENT ELIGIBILITY VERIFICATION USER IDENTIFICATION NUMBER

\_\_\_\_\_  
DATE OF AUTHORIZATION TO USE FEDERAL WORK AUTHORIZATION PROGRAM

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
TITLE OF AUTHORIZED OFFICER OR AGENT OF CONTRACTOR

\_\_\_\_\_  
SIGNATURE AND PRINTED NAME OF AUTHORIZED OFFICER OR AGENT

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

*\* AS OF THE EFFECTIVE DATE OF O.C.G.A. § 13-10-91, THE APPLICABLE FEDERAL WORK AUTHORIZATION PROGRAM IS THE "EEV / BASIC PILOT PROGRAM" OPERATED BY THE U.S. CITIZENSHIP AND IMMIGRATION SERVICES BUREAU OF THE U.S. DEPARTMENT OF HOMELAND SECURITY, IN CONJUNCTION WITH THE SOCIAL SECURITY ADMINISTRATION (SSA). AUTHORITY O.C.G.A. § 13-10-91. HISTORY: ORIGINAL RULE ENTITLED "CONTRACTOR AFFIDAVIT AND AGREEMENT" ADOPTED F. MAY 25, 2007; EFF. JUNE 18, 2007, AS SPECIFIED BY THE AGENCY.*

**APPENDIX C  
PRICING FORM**

***Fire Stations #5 and #9 Architectural and Engineering Design  
Services***

**DATE OF PROPOSAL** \_\_\_\_\_

THE PRICING PROPOSAL SHALL BE AS FOLLOWS:

- A. PROGRAMMING AND CONCEPTUAL LAYOUTS \_\_\_\_\_
- B. SCHEMATIC DESIGN \_\_\_\_\_
- C. DESIGN DEVELOPMENT \_\_\_\_\_
- D. CONSTRUCTION DOCUMENTS \_\_\_\_\_
- E. BID AND AWARD REVIEW \_\_\_\_\_
- F. CONTRACT ADMINISTRATION \_\_\_\_\_
- G. 5% DESIGN CONTINGENCY AT  
OWNER'S DISCRETION \_\_\_\_\_
  
- TOTAL PRICING PROPOSAL** \_\_\_\_\_

**NAME & TITLE OF PERSON AUTHORIZED TO SIGN**

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

**PROPOSALS OR BIDS NOT SIGNED SHALL BE DECLARED AS "NON-RESPONSIVE"  
AND MAY NOT BE CONSIDERED FOR AWARD.**



