

BILL C. PEACOCK
Director - Purchasing



DOUGLAS COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT

8700 Hospital Drive • Douglasville, GA 30134
Telephone (770) 920-7247 • Fax (770) 920-7219

February 14, 2018

Subject: Douglas County, Georgia, Board of Commissioners
Request for Proposals – Tennis Court Reconstruction and Lighting (Deer Lick Park)
Solicitation 18-004

Dear Gentlemen/Ladies:

Enclosed please find the Douglas County Board of Commissioners, Request for Proposals to provide Architect and Engineering services for Deer Lick Park Tennis Court Reconstruction and Lighting located at 2105 Mack Road, Douglasville GA.

Your sealed proposals, one (1) original unbound and five (5) bound copies, in response to this Request are due **no later than 2:00 p.m. ET, Friday, March 16, 2018**. All sealed proposals must be submitted to the Douglas County Purchasing Department, 8700 Hospital Drive, Douglasville, GA 30134. All proposals must be submitted by this date and time and will be publicly opened. You are invited to attend, or submit your proposals prior to the deadline as stated in the attachments. Each response should be marked on the outside of the envelope with: **“Proposal – RFP 18-004 – Architect and Engineering Services – Deer Lick Park Tennis Court Reconstruction and Lighting, Closing Date/Time: March 16, 2018, 2:00p.m.”**.

Questions regarding this Request for Proposals are to be delivered to:

Douglas County Purchasing Department
Mr. Bill Peacock, Purchasing Director
8700 Hospital Drive
Douglasville, Georgia 30134
Fax: 770.920.7219
Email: bpeacock@co.douglas.ga.us

All questions must be received no later than seven days (7) before the due date of the proposals either by e-mail, mail or fax. No questions by telephone will be accepted. No other County staff or officials associated with this Project should be contacted regarding this bid.

Thanking you in advance for your interest and looking forward to your participation.

Very truly yours,

A handwritten signature in black ink, appearing to read "Bill Peacock", with a long, sweeping flourish extending to the right.

Bill Peacock
Purchasing Director

ATTACHMENT

REQUEST FOR PROPOSAL

**RFP # 18-004
SPLOST PROJECT # P030D0030 (Phase 1)**

**Architect and Engineering Services
Deer Lick Park Tennis Court Reconstruction and
Lighting
Douglas County Georgia**

***DOUGLAS COUNTY BOARD OF COMMISSIONERS
DOUGLASVILLE, GEORGIA***

Closing Date/Time:

March 16, 2018 at 2:00 PM

***Douglas County Purchasing Department
8700 Hospital Drive
Douglasville, Georgia 30134***

770-920-7247

**DOUGLAS COUNTY
BOARD OF COMMISSIONERS**

**Architect and Engineering Services
For Deer Lick Park
Tennis Court Reconstruction and Lighting
Douglas County, Georgia**

Request For Proposal # 18-004

PURPOSE OF THE REQUEST FOR PROPOSAL

The Douglas County Board of Commissioners is soliciting proposals from qualified firms to provide Architect and Engineering services for Deer Lick Park Tennis Court Reconstruction and Lighting located at 2105 Mack Road, Douglasville GA.

All interested qualified firms or teams of firms are invited to submit a formal proposal with pricing information to accomplish the Scope of Work described herein, in conformance with the prescribed format. The proposal is to be signed by a principal of the firm or by a principal of the lead firm if the submittal is for a multiple firm project team.

While every effort has been made to ensure the accuracy and completeness of information in the RFP we recognize that the information may not be complete in every detail and that all work may not be expressly mentioned in these specifications. It is the responsibility of the proposing company to include in their proposal all pertinent information in accordance with the objectives of the County.

GENERAL INFORMATION

Proposals MUST be submitted in the format prescribed herein. Failure to comply with the directions listed in this RFP, or omission of requested information could result in disqualification of your firm's proposal. Proposals are to be submitted in a sealed envelope, clearly marked in the lower left-hand corner:

“Proposal – RFP 18-004 – Architect and Engineering Services – Deer Lick Park Tennis Court Reconstruction and Lighting”

Closing Date/Time: March 16, 2018 2:00 p.m.

The proposals and pricing information will be received at the offices of the Douglas County Purchasing Department:

Douglas County Purchasing Department
8700 Hospital Drive
Douglasville, Georgia 30134

One (1) unbound original and five (5) copies of the Proposal and Pricing Information must be received at the Purchasing Department's office not later than 2:00 p.m. March 16, 2018. Absolutely no Proposals and Pricing Information will be accepted after 2:00 p.m. Faxed or e-mailed Proposals and Pricing Information are not acceptable. Proposals and Pricing Information received after the deadline will be returned to the sender unopened. Names of submitting firms will then be read aloud at **2:00 PM, March 16, 2018.** All interested parties and the general public are invited.

ALL QUESTIONS are to be directed to Bill Peacock, Director, Douglas County Purchasing Department, (fax 770-920-7219, e-mail bpeacock@co.douglas.ga.us). All questions are to be received not later than seven days (7) before the due date of the Proposal and Pricing Information. Responses to substantive questions will be provided to all firms who have requested Proposal information.

Proposals and Pricing Information received will become the property of Douglas County and shall be used as the County sees fit. All information contained in the Proposals and Pricing Information will remain confidential until after the award and signing of contract. Douglas County reserves the right to cancel the Request for Proposal or to reject any and all responses received, to waive any technicalities or other minor informalities if it determines, in its sole discretion, that such cancellation or rejection is in the best interests of Douglas County.

COST OF PROPOSAL

Douglas County assumes no responsibility or liability for the costs incurred by the submitting firm to prepare and/or submit a proposal. The entire cost of preparing and submitting Proposals and Pricing Information, or any work in connection therewith will be borne by the submitting firm or team of firms.

RESPONSIBILITY OF PROPOSER

Request for Proposals must be signed by an authorized official to bind the offeror and it shall contain a statement to the effect that the Request for Proposals is firm for a period of at least ninety (90) days from the closing date for submission.

SELECTION AND NOTIFICATION

The selected firm will be given written notification of being selected by the County. The County will negotiate and execute a contract with the selected firm prior to the beginning of the actual services. Should contract negotiations fail, the County will negotiate with one of the highly ranked firms. In general, the contract will comply with applicable laws and standard provisions and shall contain the following terms: Detailed scope of services, Schedule for providing services, and Cost of services.

INSURANCE

Prior to commencing work, firm, at its own expense, shall furnish insurance certificate showing the certificate holder as Douglas County Board of Commissioners, with a special notation naming Douglas County as an additional insured on the liability coverage. At a minimum: Commercial General Liability and Automobile Liability: combined single limit at least \$1,000,000 per occurrence; Umbrellas liability in the amount of at least \$5,000,000 that follows the coverage forms for underlying liability policies or is broader; Worker's Compensation policy providing statutory limits; Architects' & Engineers' Professional Liability – errors and omissions policy in the amount of at least \$1,000,000 per occurrence. Coverage shall provide for professional errors and/or omissions in the preparation of design and and/or specifications and include the rendering of supervisory, inspection, or engineering services.

INDEMNIFICATION

The Firm shall indemnify, protect, defend and hold harmless Douglas County, their agents, and employees, from and against any and all claims, demands, judgments, or causes of action, including costs and attorney's fees by any party or parties whatever for loss, damage, injury, fines or penalties of any kind of character either to persons or property directly or indirectly arising out of the operations performed under the Contract except such lost, damage, or injury as is caused by the sole negligence of the County.

MISCELLANEOUS

The proposer agrees that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The proposer further agrees that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract. All respondents must provide a statement of disclosure, which will allow the Owner to evaluate possible conflicts of interest. (include information in Cover Letter)

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

PROTEST PROCEDURES

Right to Protest: Any actual firm, who is aggrieved in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest shall be submitted in writing within five (5) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.

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

ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful bidder will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent by the County.

STANDARD TERMS AND CONDITIONS

Attached are the Douglas County standard terms and conditions under which the selected design and engineering firm will be expected to carry out the required professional services.

SERVICES AGREEMENT

Attached, as Exhibit A is a SAMPLE Professional Services Agreement under which the selected firm will be expected to provide services. Any areas of concern or disagreement with this services agreement should be stated in your Proposal.

OPEN RECORDS

The contents of the proposals will not be made public until after an award and contract has been executed.

DESIGN PROCESS

The selected A/E firm(s) shall furnish all expertise, labor and resources, in accordance with the requirements of the Georgia 2013 Architectural Manual as issued by the Georgia Department of Community Affairs, to provide complete services necessary for the completion of the following services:

A. Provide pre-design and engineering services, site inspection and analysis services, schematic design, development services, construction documents services, bidding and negotiation services, Construction contract administration services, and post construction services. More specifically, services are expected to include the following:

1. Pre-Design:
 - a. Consult with County Officials and staff as appropriate regarding the tennis courts, pavilions, restrooms and the park in general to collect any available data.
2. Schematic Design and Engineering Phase
 - a. Prepare documents which include design and engineering drawings and specifications, site plans, elevation, tennis court design, pavilion design, restroom design, fencing and lighting

- b. Site plans shall optimize the space available at the County's proposed site and identify potential options for the final placement of the tennis courts, pavilion and restrooms in order to maximize access within the park.
 - c. Submit to the County preliminary design and engineering documents with a probable project construction cost and budget. Responsible cost estimates utilizing industry standard estimating methods shall be used.
 - d. Ensure the design and engineering meet the requirements of the Douglas County Parks and Recreation, current local building codes, and all permitting authorities required for the tennis courts, lighting and construction site.
 - e. Prepare a preliminary budget based on schematic design and compare to the costs developed in the pre-design concept plan.
3. Design and Engineering Development Phase
- a. Prepare documents based on approved Design and Engineering documents and updated budget for the cost of work. Documents shall describe the refinement of the design and engineering by means of plans, sections and elevations, typical details and equipment layouts. Documents shall include specifications that identify major materials and systems consistent with the pre-design concept plan.
 - b. Submit to the County the design and engineering documents, timeline and budget for approval.
4. Construction Documents Phase
- a. Upon design and engineering approval by the County, prepare working drawings with details and specifications necessary to solicit bids for construction of the project.
 - b. Develop with the County staff a bid package for solicitations to meet the proposed plan.
 - d. Ensure design and engineering include the most updated design and engineering for security including circulation patterns and equipment layout for security.
 - e. Ensure the design and engineering is consistent with the recommendations within the pre-design concept plan for the circulation of public traffic, infrastructure, water and utility systems, floor finishes, etc.
 - f. Assist the County with the evaluation of bids, budget adjustment for construction costs, and submission of documentation for code approval.
5. Construction Phase
- a. Supervise in coordination with a construction management firm for the site visits, certification of construction payments and on-site field representation.
6. Interior Design Phase
- a. Assist County staff coordination of space planning, furnishings and equipment layout consistent with the pre-design concept plan.
7. Miscellaneous
- a. Develop in court area and exterior signage plan in conjunction with County staff that will facilitate customer service.

SPECIAL QUALIFICATIONS:

Offerors should demonstrate an expertise in the following areas:

- A. Expertise in the design and engineering of similar park and recreation facilities whose design and engineering provides the most efficient use and circulation for its intended purpose.

General:

1. It is desired to contract with a highly experienced firm that has successfully designed and engineered parks and recreation facilities, particularly tennis courts of this type. Ability to visit completed similar projects designed and engineered by the firm would be highly preferred.
2. Design and engineering and construction shall comply with all current applicable federal, state, and local codes, including Douglas County Building and Fire Protection Codes. If there are any conflicts between the Codes, Standards, Regulations the most stringent requirement shall apply.
3. The Deer Lick Park Tennis Court Reconstruction and Lighting shall be located in Deer Lick Park, 2105 Mack Road, Douglasville GA 30135 (see attached graphic for general area within park).
4. Sample Contract is attached as part of this solicitation. The vendor's submission of a proposal without identifying exceptions expressly acknowledges and formally evidences the vendor's acceptance of the terms and conditions of the form contract. Any and all exceptions must be submitted in writing in the transmittal letter. If the vendor submits an exception, which alters the County's risk, liability, exposure in, or the intent of this Purchasing, the County reserves the right in its' sole and absolute discretion to deem the vendor non-responsive.
5. Each Architectural and Engineering firm shall be solely responsible for receiving the RFP Documents, including any Addenda issued, and any and all conditions which may in any way affect its Proposal or the performance of the work on the Project
6. Each Architectural and Engineering firm is to determine that the RFP Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the required work on the project. Each firm is responsible for promptly giving Douglas County Purchasing written notice of all conflicts, errors, ambiguities or discrepancies that the Architectural and Engineering firm discovers in the RFP Documents, and aspects of the RFP Documents that the Architectural and Engineering firm does not understand. Any failure to do so shall be at Architectural and Engineering Firm's sole risk, and no relief for error or omission will be provided by Douglas County.
7. The Firm will provide, where required, drawings bearing the stamp and signature of the appropriate Georgia licensed design and engineering professional suitable for bidding, including written specifications for use in bidding.
8. The design and engineering and all design and engineering documents shall become the property of Douglas County, Georgia.
9. The Architectural and Engineering firm shall attend design and engineering review meetings with the County to present the design and engineering as it progresses and receive and respond to County comments until the 100% construction documents are approved. Cost estimating is required to be done at each phase to ensure budget is adhered to.

SCOPE OF WORK:

Design and Engineering Criteria: This is provided as basic design and engineering considerations and in no way, is a complete listing of requirements.

1. BASIC INFORMATION AND REQUIREMENTS

The Design Consultant shall prepare complete construction plans and specifications for the reconstruction of the tennis courts, pavilion, restrooms and associated site improvements. At this time, no preliminary plans have been developed. It is anticipated that the new tennis court layout will be similar to the existing and the pavilions and restrooms will be enlarged and/or relocated.

It is the County's desire for the existing tennis courts to be demolished and reconstructed to meet current regulation size courts, fencing, lighting and shelters for participates and spectators. Currently there are five tennis courts (3 at one elevation and 2 at slightly lower elevation) with a pavilion area between each level. Additional pavilion/restrooms are located to the North East of the tennis courts. Final layout may vary depending on budget.

It is anticipated that the pavilion area between the tennis courts will be larger than existing and the pavilion to the North-East side will not be replaced. It is further anticipated that the restrooms will be relocated just North of the new pavilion between the tennis courts and slightly outside the fenced area and will contain a small mechanical room. Existing sidewalk will be replaced along the front of the tennis courts and will include curbing. Appurtenances shall include, but not limited to, fence screening, back board for one court on each level, picnic tables, kiosk, water fountain, security lighting, trash receptacles, etc.

The design shall include the reconstruction of the tennis courts, fencing, lighting (including power confirmation and design), pavilion type shade structures, buildings and all site design including tie in to existing utilities (including water, power) as required to serve the buildings and site design based on this RFP, permitting requirements, and input and direction from staff and Program Management. The Design Consultant shall determine all applicable building codes and permit requirements. All permit approvals required for construction of the project must be obtained by the consultant. Building permits will be obtained and paid for by the Contractor utilizing permit approval documents provided by the consultant.

The designer shall review the area and provide final recommendations for the facility layout.

The design shall also include careful analysis of the site and coordination of phasing of construction if necessary to accomplish the construction while allowing Park events (other than tennis) to be held as planned.

The County anticipates utilizing design-bid-build delivery method for the development of the project. The designer will be responsible for providing permitted Bid Documents and Technical Specifications and coordinate with Douglas County Purchasing and Program Management to issue the project for bid.

All architectural, structural, mechanical, plumbing, communications/data, electrical design, landscaping plan, civil engineering site plan, drainage, erosion control, paving, sidewalk, curbing, etc. for a complete facility. All drawings and specifications shall bear the Georgia stamp of the appropriate design professional for each discipline.

2. BUILDINGS DESIGN

At this time, the only buildings anticipated will be the pavilion type shade structures and restrooms as described above for participates and spectators.

Pavilions and restrooms to be constructed so as to be low maintenance, functional, and attractive. The buildings shall be complimentary and constructed of similar materials in the adjacent Park complex

Size recommendations for the structures and restroom shall be made by the Design Consultant based on input from and the available budget for the project.

The scope specifically includes, but is not limited to the following:

- Development of the layout and plan for review and approval by staff
- Refinement of the layout and floor plan of the facility based on input from PARKS staff.
- Electrical design including power and lights
- Plumbing design for restroom and drinking fountain
- Preparation of color boards, specifications, renderings, etc. for selection of finish materials by the County.
- Fire alarm system if required by code
- Directed communication between all design disciplines, i.e., quality control and coordination between each design discipline is required prior to each design submittal.
- Rest room to contain a small mechanical/storage room and contain the court light switch(s).
- Any items not listed above that are required to obtain the applicable permits, properly convey the design and construct the facility.

3. SITE DESIGN

Anticipated site design includes, but is not limited to:

- Ground run topographic survey that also includes location of all existing physical features required for the site design, permitting, drainage, handicap accessibility and construction associated with the project, including, but not limited to: existing foot prints; storm drainage structures, piping and inverts; manholes and sewer lines with inverts and direction of flow; electrical service; water lines; gas lines; existing drainage and detention features; any other utilities; retaining walls; limits of paving and structures.
- Site design and engineering of the project shall include, but is not limited to: layout plan include hardscapes and sidewalk, grading and storm water management (including water quality and detention if required), utility plan; sediment and erosion control; landscaping and any other site related design to support the facility.
- All existing utilities that may have any design impact shall be field located by whatever means necessary and be included on the site survey. The Design Consultant shall assess the extent of existing utilities and determine the most feasible method for providing utilities to the facility. The Design Consultant shall contact each utility provider to determine if existing utilities are adequate for the new facility and if utilities require relocation. Any proposed utility owner fees shall be identified and provided to the Owner.
- Design of new and adjustment of or relocation of existing utilities that serve the buildings. The routing of the utilities shall be shown including conduit (or other convenience methods) from the service point (either in the right of way or other designated area in the park) to the mechanical room or other areas within the buildings.
- Any site design and all details required to support the facility design.
- Preparation of a demolition plan for any existing structures and appurtenances to be demolished.
- Layout and staking plan for the new buildings, tennis courts and improvements.
- All details required for proper design and construction
- Design of all erosion control measures and tree save areas as applicable.
- Preparation of the Erosion, Sediment and Pollution Control Plan as required by the NPDES permit, if applicable.
- Preparation of the NOI, seven-day inspection of erosion BMP's, and preparation of the NOT required by the NPDES Permit.
- Landscape plantings around the facility as requested by PARKS staff and if required to meet permitting requirements.
- Preparation of scope and request for geotechnical testing as required to confirm existing subsurface conditions and identify all information required for the proper design and permitting of the buildings and site.
- Any design related activities required to comply with this RFP and support the designs required above.

4. **Tennis Court Lighting**

- The sports lighting will be for all the tennis courts located within this designated area.
- Guaranteed Light Levels: Selection of appropriate light levels impact to the safety of the players and the enjoyment of spectators.
- The design shall make recommendations of appropriate light levels (foot candles), and available types of poles and fixtures. Recommendations shall include budget costs for different types of fixtures and light levels.
- Environmental Light Control: It is the primary goal of this project to minimize spill light and glare that would impact other park patrons and neighboring properties.
- Life-cycle Cost: In order to reduce the operating budget, the preferred lighting system should be energy efficient and cost effective to operate.
- Control and Monitoring: To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system. Lighting shall also be controlled via switches inside the mechanical room (if not located in one of the other shelter/buildings). Final switch location to be determined by the County.
- Proper wiring design and installation to power the lights: Bidders shall visit the site prior to bid to determine available power locations.

5. **COST ESTIMATING AND PROJECT PRIORITIZATION .**

The improvements defined in this RFP represent the County's desired improvements for the Park. Ultimately, the improvements must be made within the established budget. The designer shall provide cost estimates at the intervals defined in the DESIGN PROCESS section above and these costs estimates will be utilized by PARKS to make decisions about work to be included, omitted or bid as alternates

The Design Consultant shall provide assistance in prioritizing the various aspects and options of the work considering the budgetary constraints. The Consultant shall keep the County informed on the projected costs of the project. The Consultant shall guide the development of the design to ensure the project will be awarded within the available budget.

The Consultant shall provide cost benefit analysis or return on investment analysis that may be helpful to include, but not limited to: LED lighting vs. conventional lighting; galvanized vs. vinyl coated vs. powder coated fencing. These are only a few examples. Other analysis may be required.

The County reserves the right to revise the available budget, at the County's discretion, as deemed appropriate and in the County's best interest. However, the Design Consultant shall not assume the budget will be increased due to poor project cost estimating or providing designs and alternatives beyond the project budget.

6. **CONSTRUCTION ADMINISTRATION**

The Consultant shall be an integral part of the construction with the County Staff, Program Manager and the Contractor ensuring the designs are implemented properly, arranged in logical sequence and in accord with local practices. The intention of this section is for the appropriate design personnel to visit the site an average of two times per month during construction to ensure the project is being constructed in accordance with the plans and specifications. For the purposes of this RFP, the construction duration shall be considered as six months. It is up to the consultant to determine the specific design personnel that should visit the site, depending upon the work being performed on site. This is in addition to other site visits required such as the initial inspection of erosion control BMP's, punch list preparation, final inspection and warranty inspection. The project manager for the design consultant shall attend all monthly meetings. Anticipated construction administration services include, but are not limited to, the following:

- Attend Pre-construction meeting(s).
- Provide permit documents to Contractors and/or County.
- On-site construction meetings of appropriate design personnel (average of once per month) and at critical points during construction to assure compliance with plans and specifications. The consultant's project manager shall attend all monthly meetings.

- Provide observation of contractor's operations and work to determine compliance with plans and specifications, quality of workmanship and progress including a written report to the Program Manager for all site visits until final acceptance of work.
- If required by the NPDES permit, preparation of the Notice of Intent, perform initial inspection of the erosion control BMP's, final inspection of the site and preparation of the Notice of Termination.
- Clarification of Requests for Information from the Contractor.
- Assist Program and Project Manager in working with the Contractor to make recommendations to resolve conflicts and problems that may arise during the course of the project.
- Review shop drawings and other submittals.
- Respond to contractor request for change orders, and assist in evaluation of need and cost. Make recommendations to the County for acceptance or rejection of the change order.
- Provide revised plans to compensate for construction issues that arise due to an insufficiency of information on the construction documents or unforeseen conditions.
- Review and approve Contractor's applications for payment.
- Punch list inspection and preparation.
- Final Inspection and approval of complete work. All close out documents to be submitted and Certificate of Occupancy received prior to Final Acceptance.
- After the first year of occupancy, a warranty inspection of all disciplines with the County and the Contractor.
- Safety of the construction team and site is important. Extreme care must be taken to ensure the safety of the site.

PROPOSAL CONTENT

Provide information in the order requested.

Technical Content

1. Cover Letter

Shall identify the Architectural and Engineering firm or firms. If the submittal is for a multiple firm team, the lead firm must be clearly identified. This letter shall also identify his/her appropriate Georgia professional registrations and state his/her appropriate Georgia license. The transmittal letter shall also include a commitment of the project team for the entire duration of the project. Acknowledgement of Addenda if issued and review of contract supplied. Clearly provide name, telephone number, and email of contact person if any questions regarding the submitted proposal.

2. Project Approach

The proposal shall include a narrative depicting the Firm's understanding, philosophy and approach to this project. The approach shall provide information as to how the firm proposes to integrate the County in the process. Provide information on how it is anticipated to meet the concerns listed, and meet design and engineering requirements.

3. Scope of Work

Include a Task-by-Task description as to what the Firm anticipates providing to ensure a successful project completion.

4. Project Schedule

Provide a schedule of general project activities for indicating the duration of each project Task, and for the duration of the entire project. The schedule shall reflect realistic Task duration's and include significant project milestones.

5. Project Team Description

Provide a complete description of the firm or project team's legal structure, length of time in business, number of employees, name and address of the main office and address of the office that will manage this project. The firm will disclose whether it or any of its team members or subcontractors on this project has ever had a voluntary or involuntary Bankruptcy Petition file in its current or any prior name. The firm shall similar disclose

whether or not if or any team member or subcontractors are in default on any loan agreement or financing agreement with any bank, financial institution or other entity. The firm and its team members or subcontractors should also disclose if any parent company or subsidiaries have been refused liability coverage in its current or previous name(s).

6. Project Staffing

If a multiple firm team is anticipated, provide name, address and telephone number of a design and engineering point of contact for each firm. This section of the proposal shall identify the Project Manager and key project team personnel only. The Project Manager must be a full-time employee of the lead firm. The design and engineering Project Manager shall possess direct project management experience on a minimum of three similar projects. Please provide an organization chart depicting key personnel roles and the interrelationship of project team staff with the County. Resumes should be included only for key personnel that will be assigned to this project and each resume should not exceed one page. All personnel resumes shall be project specific, containing only descriptions of similar projects that they have successfully completed.

7. Project Team Experience / References

Provide experience showing the successful design and engineering and construction of similar projects. (Minimum 3)

Provide: Location of similar projects, Date Constructed, Total Cost, and Owner Information (including contact name, email, and telephone number). References will be contacted for an evaluation of the firm's past performance.

8. Quality Assurance – briefly describe the in-house procedures that will be used to assure the accuracy and integrity of the work effort and field services.

Non-Collusion Affidavit – The attached non-collusion affidavit must be duly filled in and returned as part of the Proposal submittal. Omission of the non-collusion affidavit could result in disqualification of your team's Proposal.

Contractor and SAVE Affidavits – The attached forms must be duly filled in and returned as part of the Proposal submittal. Omission of the affidavit(s) could result in disqualification of your Proposal. Note, if any sub-contractors are used they are required to complete the contractor affidavit as well.

Cost Proposal – shall be lump sum. Provide breakdown of design and engineering work, construction management, reimbursable costs, etc. Cost is to be provided in a sealed envelope within the Proposal.

SELECTION PROCESS

County will use a two-phase selection process for the selection of an Architectural/Engineering firm on this project. The Selection Committee will review each Proposal received utilizing the following criteria. At the County's discretion, presentations may be requested as part of the evaluation process. Douglas County reserves the right to retain all proposals submitted and to use any idea in any proposal regardless of whether that proposal is selected. (maximum points for each category)

1. Cover letter – all required information must be provided (3)
2. Project approach and Scope of Work (25)
3. Project Team Description (20)
4. Proposed Project Staffing and Experience (35)
5. Results of Reference Checks (10)
6. Schedule (5)
7. Quality Assurance Procedures (2)

Failure of a consultant to provide any portion of the requested information may result in declaration of the consultant's qualifications package being declared non-responsive. Douglas County reserves the right to reject any and all of the firms submitting. At the completion of the technical evaluation process, the Proposals will be ranked, and the firms submitting the three highest ranked proposals, based upon technical merit may be scheduled for interviews. If necessary negotiations with the selected firm will then be conducted; should contract and/or pricing negotiations fail, the County may enter into negotiations with one of the other highly ranked firms.

NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of the Bid Documents)

BID DATE:

PROJECT DESCRIPTION:

STATE OF GEORGIA }

COUNTY OF DOUGLAS }

_____ being first duly sworn, deposes and says that

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

etc.) of _____ the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other Bidder, or to secure any advantage against Douglas County, or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof

Affiant: _____

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

Notary Public
My Commission Expires _____ 20__

EXHIBIT I
CERTIFICATION FORM

I, _____, being duly sworn, state that I am _____ (title) of _____

_____ (firm) and hereby duly certify that I have read and understand the information presented in the attached proposal and any enclosure and exhibits thereto.

Initial each box below indicating certification. The person initialing must be the same person who signs the Certification Form. (If unable to initial any box for any reason, place an "X" in the applicable box and attach a statement explaining the non-certification. The Department will review and make a determination as to whether or not the firm shall be considered further or disqualified).

I further certify that to the best of my knowledge the information given in response to the Request for Qualifications is full, complete and truthful.

I further certify that the submitting firm and any principal employee of the submitting firm has not, in the immediately preceding five (5) years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings, nor is any team members/principals currently under indictment for any reason related to actions on public infrastructure projects.

I further certify that I understand that Firms included on the current Federal list of firms suspended or debarred are not eligible for selection and that the submitting firm has not, in the immediately preceding five (5) years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the submitting firm is not now under consideration for suspension or debarment from any such agency.

I further certify that the submitting firm has not in the immediately preceding five (5) years been defaulted in any federal, state or local government agency contract and further, that the submitting firm is not now under any notice of intent to default on any such contract, nor has been removed from a contract or failed to complete a contract as assigned due to cause or default.

I further certify that the firm or any affiliate(s) has not been involved in any arbitration, litigation, mediation, dispute review board or other dispute resolution proceeding with a client, business partner, or government agency in the last five years involving an amount in excess of \$500,000 related to performance on public infrastructure projects.

I further certify that there are not any pending regulatory inquiries that could impact our ability to provide services if we are the selected consultant.

I further certify that there are no possible conflicts of interest created by our consideration in the selection process or by our involvement in the project.

I further certify that the submitting firm's annual average revenue for the past five (5) years is sufficient to allow the services to be delivered effectively by our firm and that there are no trends in the revenue which may be concerning other than normal market fluctuations.

I further certify that in regards to Audit and Accounting System Requirements, that the submitting firm:

- I. Has an accounting system in place to meet requirements of 48 CFR Part 31 and, in the case of non-profit organizations, OMB Circular A-122.
- II. Has submitted its yearly Certified Public Accountant overhead audit if it currently has an aggregate contract amount exceeding \$250,000.
- III. Has no significant outstanding deficient audit findings from previous contracts with GDOT that have not been resolved.
- IV. Is responsible for being reasonably assured that all sub-consultant(s) presented as a part of the proposed team are similarly in compliance with the above requirements.

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that DOUGLAS COUNTY may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that the DOUGLAS COUNTY may contact any individual or entity named in the Statement of Qualifications for the purpose of verifying the information supplied therein.

I acknowledge and agree that all of the information contained in the Statement of Qualifications is submitted for the express purpose of inducing the DOUGLAS COUNTY to award a contract.

A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial or rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the State of Georgia. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C. §§1001 or 1341.

Sworn and subscribed before me

This ____ day of _____, 20__.

Signature

NOTARY PUBLIC

My Commission Expires: _____

NOTARY SEAL

EXHIBIT II
EVIDENCE OF COMPLIANCE
WITH
GEORGIA SECURITY AND IMMIGRATION
COMPLIANCE ACT

The County and Contractor agree that compliance with the requirements of O.C.G.A. Sec. 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.

The Contractor represents that it employs:

_____ 500 or more employees;
_____ 100 or more employees; or
_____ fewer than 100 employees

(Contractor must initial appropriate category).

The Contractor further agrees that its compliance with the requirements of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto as EXHIBIT A.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

- (1) To secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor(s); and
- (2) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto and referenced as EXHIBIT A-1; and
- (3) To submit such contractor affidavit(s) to the County when the subcontractor(s) is retained, but in any event, prior to the commencement of work by the subcontractor(s),
- (4) To submit to the County, such contractor and subcontractor affidavit(s) of "Immigration Compliance Certification," EXHIBIT A-2,

The failure of Contractor to comply with any of the requirements and procedures of the County (i.e. failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations) and to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of the Contractor to continue to satisfy the obligations of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 as set forth in this Agreement and during the term of the Agreement shall constitute a material breach of the Agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor of sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements and that upon notice of a material breach of these provisions, the Contractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure and in compliance with the terms of this Agreement and State law. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

SEE AFFIDAVIT ON THE FOLLOWING PAGE

**CONTRACTOR AFFIDAVIT AND
AGREEMENT (EXHIBIT A)**

(Effective 10-28-2010)

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 Douglas County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Douglas County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five (5) business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A-1); prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Douglas County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Douglas County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Douglas County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Office of Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME ON THIS
THE ___ DAY OF _____, 201__

Notary Public

Commission Expires: _____

THIS AFFIDAVIT MUST BE SIGNED, NOTARIZED AND SUBMITTED WITH ANY BID REQUIRING THE PERFORMANCE OF PHYSICAL SERVICES. IF THE AFFIDAVIT IS NOT SUBMITTED AT THE TIME OF THE BID, BID WILL BE DETERMINED NON-RESPONSIVE AND WILL BE DISQUALIFIED.

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Douglas County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Douglas County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five (5) business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Douglas County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit; and
- (5) Maintain records of such compliance and provide a copy of each such verification to Douglas County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon request from Douglas County, Georgia;
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: _____
Authorized Officer or Agent
Name [Subcontractor Name]

Subcontractor Business

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME ON
THIS THE _____ DAY OF _____, 201____

Notary Public

Commission Expires: _____

IMMIGRATION COMPLIANCE CERTIFICATION
*(Required to be completed by Contractors and all
Subcontractors)*
(EXHIBIT A-2)

(Effective 10.28.10)

I certify to the Douglas County Board of Commissioners that the following employees will be assigned to:

Deer Lick Park Tennis Court Reconstruction and Lighting project P030D0030;
Solicitation # 18-004

I further certify to Douglas County, Georgia, the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Non-Confirmation response from E-Verify for any of the employees listed;
- If we receive a Final Non-Confirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project;
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9's are accurate;
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States;
- If any other employee is assigned to this Douglas County project, a certification will be provided for said employee prior to the employee commencing work on the project

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Employer Name & Address:

Signature of Officer

Printed Name / Title

Date

SWORN AND SUBSCRIBED BEFORE ME ON THIS
THE _____ DAY OF _____, 201__

Notary Public _____

Commission Expires

SAVE AFFIDAVIT
Douglas County, Georgia
O.C.G.A. § 50-36-1(e)(2) Affidavit

Applying on Behalf of/Name of Associated Business

By executing this affidavit under oath, as an applicant for a(n) _____ as referenced in O.C.G.A. § 50-36-1, from Douglas County Government, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

_____ **I am a United States citizen**

_____ **I am a legal permanent resident of the United States**

_____ **I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.**

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

_____.

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 O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

___ DAY OF _____, 20___

Notary Public

My Commission Expires _____

THE SUCCESSFUL FIRM WILL BE REQUIRED TO SUBMIT THE SECURE AND VERIFIABLE DOCUMENT EITHER IN PERSON OR ELECTRONICALLY.

**DOUGLAS COUNTY
STANDARD TERMS AND CONDITIONS**

1. **CHANGES:** No change will be made to this invitation except by written modification by the County Purchasing Office. Requests for interpretation or changes must be in writing and received at least (7) seven calendar days prior to the time set for opening of the bids.
2. **FOB POINT:** Bid price to include shipping, packing, crating and unloading at address in Bid Schedule. Title to remain with vendor until fully accepted by county. Goods damaged or not meeting specifications will be rejected and removed at vendor's expense. Concealed damaged goods to remain property of vendor until replaced or removed at County's direction.
3. **RISK OF LOSS:** Vendor agrees to bear all risk of loss, injury and destruction of goods and materials ordered herein which occur prior to delivery to include concealed damage; and such loss, injury or destruction shall not release vendor from any obligation.
4. **DELIVERY TIME:** Specify on Bid Schedule the delivery time you are able to meet for items listed in Bid Schedule. Failure to meet stated delivery times may be grounds for cancellation of order.
5. **BID ACCEPTANCE TIME:** Bids requiring acceptance by the county in less than (60) sixty calendar days could be rejected, unless so stated on "Bidder's Response Page" and accepted by the county.
6. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of (60) Sixty days after time has been called on the date of opening.
7. **SUBSTITUTIONS:** When references are made in these documents to trade names or to the brand names of manufacturers, such references are made solely to design and engineering and identify the quality of materials or equipment to be furnished and are not intended to restrict competitive bidding. If comparable materials or equipment of trade names or of manufactures' names which are different from those mentioned in the bid specifications are offered, the burden of proving equality of a proposed substitution rest on the submitting party and must be provided with the bid.
8. **AWARD:** For all contracts established through a Bid/Proposal the award will be made to the lowest responsible bidder meeting all specifications and whose bid is responsive to the Bid/Proposal. This is the bidder who submits the lowest price, whose bid meets the specifications, who agrees to contract terms and conditions with Douglas County, and who is clearly capable of performing the resulting contract. Therefore, the lowest responsible bidder will not always be the bidder who has submitted the lowest monetary bid.

8.1: The vendor in accepting this contract, attests that he is in compliance with the nondiscrimination clause contained in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, which is incorporated herein by reference.
9. **EXCEPTIONS TO SPECIFICATIONS:** Any award resulting from this invitation shall bind the bidder to all terms, conditions and specifications set forth in this invitation. Bidders whose bids do not conform should so note on separate page if necessary and/or on Bid Schedule. While the county reserves the right to make an award to a nonconforming bidder when in the best interest of the county, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by a bidder unless it is properly set out as provided above. No exception will be deemed to have been taken by the county unless incorporated in an award resulting from this invitation and so stated.

10. **BID RESULTS:** No bid results will be issued by telephone. Interested parties may request in writing, a bid tabulation by sending a self addressed, stamped envelope with their request to: Douglas County Purchasing Department, 8700 Hospital Drive, Douglasville GA 30134.
11. **PAYMENT:** Upon inspection and acceptance of all items, amount due shall be paid within (30) Thirty days of receipt of correct invoice, unless a shorter time is stated in the bid and accepted by the county. (see #13 below) Submit invoice(s) with original signature of receiving county personnel to Douglas County Commissioners, Attn. Accounts Payable, 8700 Hospital Drive, Douglasville GA 30134.
 - 11.1 Itemize all invoices in full. Show payment terms. Be sure our Purchase Order number is on your invoice. Mail the original and one copy of your invoice to the address above.
 - 11.2 Vendor must furnish delivery receipt with invoice identifying that this order has been delivered in accordance with specifications, quantities, and price as set forth on the purchase order. A Douglas County employee's signature must appear on the delivery receipt or invoice.
 - 11.3 Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. A certificate will be furnished if requested. Douglas County is exempt from taxes but the successful bidder shall pay all taxes required of him by law and Douglas County cannot exempt others from tax.
 - 11.4 Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (House Bill 837; 13 O.C.G.A. Chapter 11 et. Seq.)
12. **COMMODITY STATUS:** It is understood and agreed that materials delivered shall be new, of latest design and engineering, and in first quality condition, that all bags, containers, etc., shall be new and suitable for storage, unless otherwise stated by Douglas County.
13. **INQUIRIES REGARDING PAYMENT:** All inquiries regarding payment of invoices are to be directed to: Accounts Payable, 8700 Hospital Drive, Douglasville, Georgia 30134.
14. **13.1 DISCOUNTS:** Prompt payment discounts offered for period of less than (15) Fifteen days will not be considered in determining the low bidder. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payment, will be computed from the date of final acceptance of all goods for which payment is claimed, or the date the correct invoice is received by the county, whichever is later.
15. **ANTI DISCRIMINATION CLAUSE:** "Douglas County does not discriminate against any person because of race, color, religion, national origin, or disabilities in employment or service provided."
16. **TERMINATION:** Pursuant to O.C.G.A. 36 13, if applicable, any contract resulting from this Invitation to Bid, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Board of Commissioners of Douglas County, Georgia on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the board in a public meeting and such action entered in the Official Minutes of the Douglas County Commission.
17. **APPROPRIATION OF FUNDS:** Initial contract and any continuation contract(s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise un-obligated funds available to satisfy the County's obligations under said contract(s).
18. **REGULATORY AGENCIES:** Successful bidder will be responsible for all required permits or license required by any regulatory agency of the city, county, state or federal governments. Further, successful bidder will be responsible for meeting all requirements of any regulation(s) or guideline(s) of any of the said governments or any independent agency recognized by said governments as publisher of any such regulation(s) or guideline(s).

19. **INDEPENDENT CONTRACTORS:** The bidder represents to Douglas County that he is fully experienced and properly qualified to perform the functions provided for herein and that he is properly equipped, organized and financed to perform such functions. The bidder shall finance his own operations hereunder, shall operate as an independent contractor and not as the agent of Douglas County and nothing contained in this Invitation to Bid or a contract resulting from same shall be construed to constitute the bidder or any of his employees, servants or agents or subcontractors as a partner, employee, servant or agent of the county nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.
20. **ASSIGNMENT OF CONTRACTUAL RIGHTS:** It is agreed that successful bidder will not assign, transfer, convey or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent of the county.
21. **QUESTIONS:** All questions concerning this invitation should be directed to the Purchasing agent whose name appears on the cover page unless otherwise directed.
22. **REJECTION OF BIDS/PROPOSALS:** The Douglas County Board of Commissioner's reserves the right to reject any and all bids/proposals submitted in response to any solicitation, to reject any portion thereof, or to waive any minor irregularity or administrative requirement.
23. **PAYMENT ON CONTRACTS:** Payment for work completed will be made on monthly invoices at the contract price for units in place and accepted by the County. Except that a 5% retainer will be withheld from each payment. Upon completion of all work accepted by the County, any retainer due the contract will be paid within thirty (30) days of final acceptance or receipt of correct invoice, whichever is later.
24. **SITE INSPECTION:** Bidders should inspect the site to ascertain the nature and location of the work and the general conditions, which could affect the work or the cost thereof. The county will assume no responsibility for representations or understandings concerning conditions made by any of its Officers or Employees unless included in the Invitation to Bid/Proposal.
25. **AFFIDAVIT:** The bidder will be required to execute an Affidavit of Non-Collusion and submit it with Bid Documents.
26. **EXECUTION OF CONTRACT:** Subsequent to the award the successful bidder will be presented with a contract and other applicable forms. The successful bidder shall execute and return the contract and forms within ten (10) days of presentation together with the Payment Bond, Performance Bond, and Certificate of Insurance. If said documents are mailed to the successful bidder, the date of presentation shall be deemed the postmark date. The bid of the successful bidder and the Invitation to Bid shall be incorporated into the contract, except to the extent that this Invitation to Bid conflicts with the contract, in case the provisions of the contract differ from the Invitation, the contract shall have precedence. Copy of the contract is attached to Bid Documents for review.
27. **COMPLETION TIME:** Project is to be completed within the time frame established in the Invitation to Bid and accepted by the County. Work shall be completed as bid, in the manner with the specifications bid. In the event that the contract is not completed within the time provided, bidder shall pay to the County, not as a penalty, but as liquidated damages, a set sum per day as stated in the contract, for each and every day beyond said completion day.
28. **CERTIFICATATE OF INSURANCE:** Successful bidder will be required to furnish a certificate of liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the County. Certificate is to be submitted at the time the Contract is executed.

29. **BONDS:** Bonds are required for construction (public works) contracts. They are required only occasionally for non-construction contracts. The requirement will be stated clearly in the solicitation document in all cases, and the bid bond must accompany the bid/proposal. Any bid or proposal submitted without the required bid bond will not be considered for award. Requirement of Bonds will be stated in the Advertisement.

BID BOND: The bid must be accompanied by a bid guarantee of not less than five (5) percent of the amount of the bid. The guarantee may be in the form of a Cashier's Check, Certified Check made payable to the Douglas County Board of Commissioners, or a Bid Bond issued by a surety company. The guarantee shall insure the execution of the contract document and the furnishing of a Payment and Performance Bond. Bid Bonds will be returned to all bidders upon award of the contract.

PERFORMANCE BOND: The successful bidder will be required to furnish a guarantee of the performance in the amount of the contract: if the contract is more than: \$5,000 for ROAD PROJECTS, and \$40,000 for all other projects, prior to commencing work. This guarantee of performance may be in the form of a Cashier's Check, Certified Check made payable to Douglas County Board of Commissioners, Performance Bond, or an irrevocable Letter of Credit issued by a Bank or Savings and Loan Association as defined in O.C.G.A., Section 7-1-4. Irrevocable letters of credit will not be accepted on contracts of more than \$300,000.00. Performance Bonds will be returned to the contractor within thirty (30) days after the work is completed and accepted by the County.

PAYMENT BOND: The success bidder will be required to furnish a guarantee of payment for the protection of all subcontractors, and all persons supplying labor, material, machinery and equipment provided for in the contract in the amount of the contract awarded prior to commencing work. This bond is required for ROAD PROJECTS only if the contract is more than \$20,000.00; all other projects require a Payment Bond no matter the contract amount. This guarantee may be in the form of a Payment Bond, Cashier's Check, Certified Check made payable to the Douglas County Board of Commissioners, or by an irrevocable Letter of Credit issued by a Bank or a Savings and Loan Association as defined in O.C.G.A., Section 7-1-4. Irrevocable Letters of Credit will not be accepted on contracts of more than \$300,000.00.

30. **INSPECTION OF RECORDS:** The records of the Purchasing Office are open and accessible to the public in accordance with the provisions of the Georgia Open Records Act. Requests for inspection of records, must be in writing, must be reasonable, must contain sufficient information to facilitate retrieval, and must not interfere with the orderly operation of the Purchasing Office.
31. Bidders/offerors are cautioned that any documentation submitted with or in support of a bid or proposal will become subject to public inspection under the Georgia Open Records Act. Labeling such information "Confidential," "Proprietary," or in any other manner will not protect this material from public inspection upon request.
32. There will be a charge assessed to any vendor requesting copies of records.
33. Douglas County does not discriminate against any person because of race, color, religion, national origin, sex, age, or handicapped individuals in employment, services provided, or contracts awarded.

Exhibit A
Douglas County, Georgia

WITNESSETH

THIS AGREEMENT, made and entered into as of the _____ day of _____, by and between **Douglas County, Georgia**, a political subdivision of the State of Georgia, with address at 8700 Hospital Drive, Douglasville, GA 30134 (hereinafter referred to as the “County”), and _____ (hereinafter referred to as the “Consultant”).

WHEREAS, the County desires to engage a qualified and experienced Consultant *to provide professional services for the Reconstruction of Tennis Courts and Lighting at Deer Lick Park see (Attachment C)*

WHEREAS, the Consultant represented to the County that it is experienced and qualified to perform such services, and the County has relied upon such representation,

NOW, THEREFORE, the County and the Consultant, in consideration of the mutual promises and obligations contained herein and under the conditions set forth, do agree as follows:

SECTION 1 – Employment of Consultant

The County hereby engages the Consultant to perform, and the Consultant hereby agrees to perform the services set forth hereinafter.

SECTION 2 – Scope of Services as described more fully in Attachment A

2.1

SECTION 3 – Additional Services

- 3.1 If authorized in writing by the County, the Consultant shall furnish or obtain from other additional services covered by this Agreement. Any such additional services furnished or performed by the Consultant shall be agreed upon by the County and the Consultant prior to implementation.
- 3.2 Failure of the Consultant to secure written approval from the County prior to furnishing any additional services beyond those described in Section 2 shall relieve the County of any financial obligation to pay for such services.

SECTION 4 – Period of Services

- 4.1 The completion schedule for each phase or work task of the project shall be mutually agreed upon by the County and the Consultant prior to written authorization to proceed being issued by the County. Time is the essence of this Agreement.
- 4.2 The effective date of this Agreement shall be the date said Agreement is signed by the Commission Chairman by authorization from the Douglas County Board of Commissioners. This Agreement may terminate at the close of each calendar year without further obligation for payment by the County if it is determined that O.C.G.A. Section 36-60-13 and/or Section 7.2 applies to this Agreement.
- 4.3 Unless this Agreement is terminated as provided in Section 6, the Consultant will be obligated to render services hereunder for a period which may reasonably be required for the design and engineering, award of contracts, and construction of any current task order, including extra work and any required extension thereto.

SECTION 5 – Compensation for Consultant Services

- 5.1 For each specific work task authorized under Section 2 above, the County shall pay the Consultant on the basis of actual time worked on the project, providing a percentage of completion by task (Attachment B). The Consultant shall not perform work on any phase or task of the project that will result in costs that exceed the estimated budget specified for such work task without the written consent of the County. NOTE: Contract has a Not to Exceed amount of \$_____!
- 5.2 All invoices submitted by the Consultant shall be detailed to reflect actual work completed by task.
- 5.3 There will be no approved payments for overtime billing. Overtime may be performed at the discretion of the Consultant but the premium time portion of the overtime will not be billed unless approved beforehand by the County.
- 5.4 The Consultant shall bill for its service on a monthly basis for work completed in accordance with Section 5.1 for each phase in each task order. Requests for payment shall be submitted in the form required by the County. It is agreed that monthly progress payments for fees earned under this Agreement are due and payable to the Consultant within thirty (30) days of submission by the Consultant of invoices approved by the County. If the County disputes all or any portion of an invoice, the County shall notify the Consultant within seven (7) calendar days after receipt of invoice, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. Payment will be made in the amount of sums earned less any previous partial payments.
- 5.5 **Final Payment**
Upon completion of the Project, including inspection and approval by an authorized representative of the County, and receipt of a detailed invoice, the County will pay the Consultant a sum equal to 100 percent (100%) of the compensation as set forth herein less the total of all previous partial payments paid or in the process of payment. The Consultant agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the County for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the County from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished in connection with same.

Section 6 – Termination

- 6.1 The obligation to provide further services under this agreement may be terminated by either party upon thirty (30) days' written notice in the event of failure by the other party to perform in accordance with the terms hereof, and said other party does not cure such failure within the thirty (30) day period, in addition, at the convenience of the County.
- 6.2 The event of termination of the County upon the completion of any phase of the task order, progress payments due the Consultant for services rendered through such phase shall constitute a total payment of such services. In the event of such termination by the County during any phase of the work task order, the Consultant will be paid for services rendered during that phase to date of termination.
- 6.3 The County may terminate this Agreement for convenience at any time by notice in writing to the Consultant. If the Agreement is terminated by the County as provided in this Article 6.3, the Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

Section 7 – Successors and Assigns

- 7.1 Neither County nor Consultant shall assign, sublet or transfer any rights under or interest in the Agreement without the written consent of the other, and except to the extent that the effect of this limitation may be restricted by law.
- 7.2 Nothing here shall be construed to give any rights or benefits hereunder to anyone other than County and Consultant.

Section 8 – Indemnification/Limitation of Liability

- 8.1 Consultant shall carry Workers' Compensation and Comprehensive General Liability Insurance in such form as to protect Consultant and County, its directors and officers, and the agents and employees of the Consultant as additional insured from any claims or damages for bodily injury, including death and any damage to property which may arise from negligent acts or omissions of Consultant under this Agreement. Consultant shall provide County with a certificate of liability insurance in an amount of not less than \$1 million per occurrence/\$2 million annual aggregate to protect the County (for bodily injury, including death, and property damage). Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the Consultant and shall not be canceled or materially reduced without thirty (30) days prior notice to Count (ten 10 days in event of cancellation due to non-payment of premium).
- 8.2 Consultant hereby indemnifies and holds County, its directors, officers, agents and employees, harmless against any and all claims, actions, or demands against County, its directors, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, for injury to or death of any person and for loss of or damage to any and all property, arising out of the acts or omissions of Consultant under this Agreement.
- 8.3 Consultant is to maintain Professional Errors & Omissions insurance for \$1,000,000.00 per claim.

Section 9 - Standards

- 9.1 All services hereunder shall be performed by employees or agents of the Consultant who are experienced and skilled in their profession and in accordance with the care and skill ordinarily used by members of the architectural and engineering professions.

Section 10 – Ownership of Documents

- 10.1 Ownership of Documents/Work Product. The County acknowledges the Design and engineering Professional's documents as instruments of professional service. Nevertheless, all documents, reports, records, field notes, materials, and data of any kind resulting from performance of this Agreement are at all times the property of the County. The County will not make any modifications to the plans and specifications without the prior written authorization of the Consultant.

Section 11 - Records

- 11.1 County shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions related to this Agreement.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have Caused this Agreement to be signed, sealed, and delivered.

DOUGLAS COUNTY, GEORGIA

Attest:

Dr. Romona Jones, Chairman
Douglas County Board of Commissioners

Clerk

Attest:

PROPOSAL SCHEDULE
Architect and Engineering Services
For Deer Lick Park
Tennis Court Reconstruction and Lighting
Douglas County, Georgia

Request For Proposal # 18-004

The Bidder has carefully examined and fully understands the Contract, Scope of Work, and other Documents hereto attached, and have satisfied itself as to the requirements of the Work, and hereby agrees that if its proposal is accepted, it shall contract with Douglas County according to proposal Documents entitled **ARCHITECT AND ENGINEERING SERVICES FOR DEER LICK PARK TENNIS COURT RECONSTRUCTION AND LIGHTING** and Addenda No(s)._____ The undersigned proposes to furnish all services required by them in accord with said documents, for the sum as follows:_____ Dollars (\$ _____) which sum is hereinafter called "Lump Sum Fee".

Identified below are proposed fees for each phase of work to be provided and equal the lump sum fee stated above.

Predesign/Schematic Design and Engineering	\$ _____
Design and Engineering Development Phase	\$ _____
Construction Documents Phase	\$ _____
Construction Administration Phase	\$ _____
TOTAL	\$ _____

The Undersigned agrees to commence work within 10 days of the date of Notice issued by Douglas County and to commit adequate staff to substantially complete all Work within the proposed or negotiated schedule.

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Certification of Non-Collusion in Bid Preparation

(Signature)

IN COMPLIANCE WITH THE ATTACHED SPECIFICATIONS, THE UNDERSIGNED OFFERS AND AGREES, IF THIS PROPOSAL IS ACCEPTED BY THE COUNTY COUNCIL WITHIN SIXTY (60) DAYS OF THE DATE OF PROPOSAL OPENING, TO FURNISH ANY OR ALL OF THE SERVICES UPON WHICH THE ABOVE FEES ARE STATED.

COMPANY _____

COMPLETE PHYSICAL ADDRESS _____

REPRESENTATIVE _____ DATE _____

EMAIL ADDRESS: _____

TELEPHONE NUMBER _____ FAX NUMBER _____

AUTHORIZED REPRESENTATIVE'S SIGNATURE

PRINT AUTHORIZED REPRESENTATIVE'S NAME

IF REMITTANCE ADDRESS IS DIFFERENT, INDICATE HERE

**Graphics shown are
not to scale**

Deer Lick Park Tennis Court

