

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

June 20, 2018

Subject: Douglas County, Georgia, Board of Commissioners
Request for Proposal – Courthouse Security Upgrade
Solicitation No. 18-012

Dear Ladies/Gentlemen:

Enclosed please find the Douglas County Board of Commissioners, Request for Proposal, covering the Courthouse Security Upgrade for Douglas County.

Your sealed proposal, three (3) copies and an electronic copy on flash drive or disc, in response to this request are **due July 27, 2018 no later than 2:00 pm ET. The Proposal Opening will be held on July 27, 2018 at 2:00 pm ET** at the Douglas County Courthouse, Purchasing Department Bid Opening Room, Third Floor, 8700 Hospital Drive, Douglasville, Georgia 30134. You are invited to attend, or submit your Proposal prior to the deadline as stated in the attachments. Each Proposal should be marked on the outside of the envelope with: **“SEALED PROPOSAL FOR COURTHOUSE SECURITY UPGRADE Solicitation 18-012”**.

Sealed proposals in response to this Request will be received by:

Douglas County Purchasing Department
Mr. Bill Peacock, Purchasing Director
8700 Hospital Drive, 3rd Floor
Douglasville, Georgia 30134

Thank you in advance for your interest and we look forward to your participation.

Sincerely,

Bill C. Peacock
Purchasing Director

Attachments

web site: CelebrateDouglasCounty.com

e-mail: bpeacock@co.douglas.ga.us

Persons With Hearing Or Speech Disabilities Who Need To Contact Douglas County May Place Their Call Through The Georgia Relay Center At (800) 255-0056 (Text Telephone) Or (800) 255-0135 (Voice Telephone).

**DOUGLAS COUNTY BOARD OF COMMISSIONERS
REQUEST FOR PROPOSAL
COURTHOUSE SECURITY UPGRADE
SOLICITATION NUMBER 18-012**

INTRODUCTION

Douglas County (“County” or “Owner”) is soliciting proposals from qualified vendors (“Contractor”, “Proposer” or “Vendor”) to perform work, as specified herein, for the:

Courthouse Security Upgrade

Douglas County Courthouse
8700 Hospital Drive
Douglasville, Georgia 30134

General Description of Project:

Douglas County is seeking proposals for the renovation of the security entrance area of the Courthouse and the adjacent office space. Scope of work will substantially increase the area to expand security screening capability and staging for persons entering the complex. The renovation will create a single point of entry for both public and staff.

Add Alternate:

Courthouse Secure Parking Expansion

Douglas County Courthouse
8700 Hospital Drive
Douglasville, Georgia 30134

Douglas County is also seeking additional pricing for the renovation and expansion of the secured parking area located at the rear of the courthouse. This expansion is designed to increase the number of parking spaces for designated personnel that may require an additional level of security.

The aforementioned information is a general description only and all proposals shall be based on the architectural/engineering plans provided as part of this solicitation.

Project Deduct:

Douglas County is seeking deductive cost information from proposers willing to utilize supervised inmate labor for ancillary services not requiring professional licensing or expertise on the project. These services may include general cleaning, demolition or material handling. Proposers willing to utilize these services should include a general description of inmate labor to be utilized and the associated total cost deduction.

Proposal Forms/Drawings for bidding this project are required to be purchased from Superior Reprographics, Inc., 591 Thornton Road, Lithia Springs, Georgia, 30122. Phone: 770-944-7293, FAX 770-944-8975, or email print@superiorreprographics.com.

The cost for the Proposal Forms will be \$ \$104.75 per set. Please reference **Douglas County Solicitation: 18-012**. Purchasing arrangements for Proposal Forms are strictly the responsibility of the bidder. Superior Reprographics, Inc. is the only approved source for these plans and Proposal Forms (contract bid documents). Bidders must allow **24 hours** printing time for each order.

GENERAL INSTRUCTIONS:

Please submit an original, three (3) copies and an electronic copy on flash drive or disc.

Bids will be received until **Friday, July 27, 2018 at 2:00pm** at the Douglas County Purchasing Department, 8700 Hospital Drive - Third Floor, Douglas County Courthouse Douglasville, Georgia 30134. Late bids will not be accepted.

Any questions regarding this RFP must be directed in writing to

Douglas County Purchasing Department
8700 Hospital Drive, Third Floor
Douglas County Courthouse
Douglasville, Georgia 30134
Email: bpeacock@co.douglas.ga.us

The deadline for questions to be submitted is Tuesday, July 17, 2018 by 5:00 pm. Responses will be provided by Friday, July 20, 2018 by 5:00 pm.

The written proposal documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site (www.celebratedouglascounty.com). Any information concerning the RFP will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers. Receipt of addenda must be acknowledged in the submitted proposal. It is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

A MANDATORY pre-proposal conference and site tour will be held on Wednesday, July 11, 2018 at 10:00 am at the Douglas County Courthouse, 8700 Hospital Drive, Douglasville, Ga 30134. The site tour will be conducted immediately following the pre-proposal conference.

All documentation submitted as part of or with the proposal becomes the property of Douglas County and will not be returned.

The vendor shall respond to each requirement outlined in this RFP and in the same format as the RFP. In most instances, it shall be sufficient to affirmatively acknowledge agreement with the stated requirement. In the event the vendor's proposal differs from the requirements, the difference shall be specifically noted and explained.

The vendor shall be required to comply with all applicable statutes regarding employment discrimination and will be required, as a part of the response, to clarify as follows:

1. The vendor will not discriminate against any employee or applicant for employment because of race, sex, age, color, religion, national origin, or handicap, except where it is a bonafide occupational qualification reasonably necessary to the normal operation of the vendor.

If any part of the work is or will be subcontracted, the Vendor shall provide as part of the Proposal a complete description of all subcontractor(s), the experience level of each of such subcontractor(s), and the subcontracting arrangement(s) between Vendor and subcontractor. All subcontract workers and their work will be bound by the same terms and conditions as contained in the Proposal. The Vendor will be responsible for all work performed by sub-contractors in the same manner as work performed by the Vendor. Subcontracting of any of the work or services described herein or assigned of Vendor's Agreement will only be permitted upon written request of the Vendor and written approval by the County. Vendor must provide a complete list of all subcontractors including Subcontractor's name, service to be performed, years of experience providing service, and contact information.

Each Vendor shall certify that they will have staff on site at all times when construction is taking place and that they will provide contact information to the program manager and Owner for 24 hour availability in case of emergency.

The County will provide Vendor and Vendor's staff with copies of policies, procedures, and guidelines that govern their conduct while in facilities maintained by the County.

PRICE OF WORK:

Contractor shall base their bid on the drawings included with this RFP and any issued addenda as well as information gathered during the pre-proposal conference.

DEFAULT

Should the contractor at any time fail to comply with the conditions of the contract, fail to complete the required work, or fail to supply the labor, materials, equipment, supervision and other things required of it in sufficient quantity and of required quality to perform the work with the conformity and diligence required, then in any such event, each of which shall constitute a default, the County shall have a right, after providing contractor with notice of default and allowing contractor the opportunity to cure such default within seventy-two (72) consecutive hours' time, to exercise any one or more of the following remedies if the contractor fails to satisfactorily remedy such default:

- 1) obtain another vendor to perform the project
- 2) call upon the surety to perform in accordance with the bond; and
- 3) recover from the vendor all losses, damages, penalties and fines, and reasonable attorney's fees incurred by the County by reason or result of the vendor's default.

PROPOSAL FORMAT/CONTENT

To assist in the evaluation of proposals resulting from this RFP, it is requested that each proposal be written in a concise and forthright manner and that unnecessary marketing statements and materials be avoided. The proposal shall consist of the following sections. Responses for each of the proposal requirements listed below must be clearly stated. Any additional relevant information may be placed in appendices.

1. Brief Company Overview – This section shall contain a brief overview of the responding company and include the following information:
 - Company name
 - Address
 - Telephone number
 - Email Address
 - Website
 - Year company was established
 - Number of employees

2. Team Experience and Performance – This section shall demonstrate the experience of the project team assigned to this project. Each resume shall contain a list of at least three (3) completed projects similar in scope and size to Courthouse Security Upgrade. Summary shall include team member name, location, description of project, contact name with current telephone number, and dates of service. This section shall also demonstrate Contractor’s experience working in secure county facilities.

This section shall also include a list of any instances, within the past two (2) years, when a project has been cancelled prior to completion or a customer has provided notice breach of contract. For any cancellations, the list shall contain the name of the facility, the proposed project end date, the termination date, reason for termination, and a contact name with current telephone number. For any breaches of contract, the list shall contain the name of the facility, the nature of the breach, whether or not the breach was cured to the owner’s satisfaction, and contact name with current telephone number.

3. Approach – This section shall contain a comprehensive outline of the steps proposed to meet the services required in the RFP. It shall be detailed as to indicate what is to be done, who individually and by name shall be responsible to do it and the proposed timeline for completion.

4. References – This section shall contain a minimum of three (3) references including current contact information (company name, contact person, address, phone number and email address).

5. Litigation History – This section shall contain a listing and description of all litigation history for which the Proposer has been a party within the past five (5) years including any judgements for the past three (3) years.

6. Sample Contract – This section shall contain a sample copy of the Proposer’s Contract to be signed by the County, if awarded. **The County reserves the right to accept, reject or modify the Proposer’s contract.**

7. Cost – This section shall contain the Cost Proposal Form. **Vendor shall not make any changes to the Cost Proposal Form.**

EVALUATION CRITERIA

The proposals will be evaluated on the basis of the information presented in the proposal package and on an analysis of any other available information. The County may conduct such investigations or interviews as it deems necessary to assist in the evaluation of any proposal submitted and to establish to the County’s satisfaction the qualifications of any respondent.

The criteria outlined below and described further hereinafter will be used to evaluate the proposals.

Criteria are listed in no particular order.

Experience/Performance – Review of past performance on projects of similar nature and complexity as the proposed project; evaluation of client references whether included in the proposal response or not; evaluation of litigation history for the past five (5) years; and overall responsiveness to County’s needs.

References - Evaluation of client references

Approach – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy and responsiveness to the required information of the RFP.

Cost – Evaluation of overall cost of the required services as submitted in the RFP.

Douglas County General Instructions for Proposers, Terms and Conditions

I. Preparation of Proposals

Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk, as the proposer will be held accountable for their proposal response.

Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.

Requests for Proposals (RFP) issued by Douglas County are advertised on the Douglas County Internet site (www.celebratedouglascounty.com) and in the Douglas County legal organ, the Sentinel.

II. Explanation to Proposers

Any explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc. must be received in writing by **Tuesday, July 17, 2018** in order for a reply to reach all proposers before the close of the bid. Any information concerning an RFP will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

Submit questions in writing to:

Douglas County Purchasing Department
8700 Hospital Drive, Third Floor
Douglas County Courthouse
Douglasville, Georgia 30134
Email: bpeacock@co.douglas.ga.us

The written proposal documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: www.celebratedouglascounty.com. Receipt of addenda shall be acknowledged in the submitted proposal. It is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

III. Submission of Proposals

Proposals shall be enclosed in a sealed package, addressed to the Douglas County Purchasing Department with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda shall be enclosed in the sealed envelopes as well. **All bids shall be submitted on the Bid Proposal Form and with the requested proposal information. Any revisions made on the outside of the envelope will not be accepted.**

Unsigned proposals will not be considered.

Douglas County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Douglas County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

Except as otherwise provided by law, information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

IV. Withdraw Proposal Due To Error

The proposer shall give notice in writing of his claim of right to withdraw his proposal without penalty due to an error within two (2) business days (48 hours) after the conclusion of the proposal opening. Proposals may be withdrawn from consideration if the price was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the proposal, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn. The proposer's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his proposal. If a proposal is withdrawn under the authority of this provision, the lowest remaining responsive proposal shall be deemed to be low proposal. Proposal withdrawal is not automatically granted and will be allowed solely at the discretion of Douglas County.

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

V. F.O.B. Point

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until the items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VI. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

VII. Bid, Payment & Performance Bonds

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to Douglas County for any proposal as required in proposal documents. Failure to submit appropriate bonding will result in automatic rejection of proposal. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirements of the solicitation. The bonds shall be increased as the contract amount is increased.

VIII. Insurance

A. Requirement:

Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

B. Minimum Limits of Insurance:

Contractor shall maintain insurance policies with coverage and limits no less than:

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).
- ii. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- iii. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.

iv. Professional Liability (Errors and Omissions) Coverage: \$1,000,000 combined single limit per occurrence is required, in the event a contractor is performing design, engineering or other professional services.

v. Commercial Umbrella or Excess Liability Coverage: \$2,000,000 in liability excess coverage per occurrence above the contracts stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.

vi. Builder's "All Risk" Insurance: In the event Contractor is performing construction services under the Contract, Contractor shall procure and maintain "All-Risk" Builder's insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the "full insurable value" of such equipment and 100% of the value of the Contract, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lighting, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

C. Deductibles and Self-Insured Retention

Any deductibles or self-insurance retentions must be declared to and approved by Owner so that Owner may ensure the financial solvency of the Contractor. At the option of Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Owner, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- i. General Liability, Automobile Liability, and Umbrella/Excess Insurance
 - (a) **Additional Insured Requirement.** Douglas County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as “Insured Party” or “Insured Parties”) are to be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.
 - (b) **Primary Insurance Requirement.** The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
 - (c) **Reporting Requirement.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
 - (d) **Separate Coverage.** Coverage shall state that the Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
 - (e) **Defense Costs/Cross Liability.** Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

E. Workers' Compensation and Employers Liability Coverage

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against Owner, and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for Owner.

F. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for Owner.

G. All Coverages

i. Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner, in care of the Douglas County Board of Commissioners. Owner reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

(ii) Acceptability.

The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Douglas County. All policies shall be subject to approval by Douglas County Attorney's Office as to form and content.

(iii) Failure of Insurers.

The Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form

H. Verification of Coverage

Contractor shall furnish Owner with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to Owner. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by Owner before any work commences. Owner reserves the right to require complete, certified copies of all required insurance policies at any time. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage

I. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

IX. Award

Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigations of such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received. The County reserves the right to make an award as deemed in its best interest which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

Time payment discounts will be considered in arriving at net prices and in award of proposal.

It is the intent of Douglas County Government to award all contracts in a manner that promotes fair, equitable treatment of all contractors and sub-contractors without regard to race, color, creed, national origin, gender, age, or disability.

X. County Furnished Property

The County will furnish no material, labor or facilities unless so provided in the RFP.

XI. Rejection of Proposals

Failure to observe any of the instructions or conditions in this request for proposal may constitute grounds for rejection of proposal.

XII. Contract

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Douglas County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Douglas County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety. The County reserves the right to make changes to the "Sample Contract".

XIII. Non-Collusion

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor
- (c) No attempt has been made, or will be made, by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XIV. Conflict of Interest, Etc.

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP, and
2. That no employee of the County, nor any member thereof, not any public agency or official affected by this RFP, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.

The responding firm also warrants that he and his sub-consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub-consultant(s) to solicit or secure a contract agreement with Douglas County, as related to this RFP, and that he and his sub-consultant(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the responding firm or his sub-consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the subsections above.

XV. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by

written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVI. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding, however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XVII. Substitutions

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XVIII. Ineligible Proposers

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XIX. General Information

Sealed proposals, with original signatures, will be accepted by the County Purchasing Department at the time, place, and date specified. One (1) original and three (3) copies of the proposal must be submitted, complete with a cover letter signed by an official within the organization who has authority over project negotiation.

These proposals must be in accordance with the purposes, conditions, and instructions provided in this RFP. The Douglas County Board of Commissioners assumes no responsibility for proposals received after the submission time, whether due to mail delays or any other reason. Proposals received after the submission time will be filed unopened and considered non-responsive.

As previously stated, unsigned proposals will not be considered.

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. All work performed by the successful respondent shall be performed in compliance with the Americans with Disabilities Act.

XX. Uniformity of Proposal

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The respondent's degree of compliance with the requirements of the RFP will be a factor in the subsequent point-based evaluation of the proposal. Proposals with major deviations or omissions may not be considered for detailed study. Proposals will become part of the contract with Douglas County should they be selected under the RFP.

XXI. Firm Prices

Prices quoted by proposal shall be firm and best prices. Prices quoted must be valid for a minimum of ninety (90) days from the date of bid opening.

XXII. Proposal/Presentation Costs

The cost for developing a proposal will be borne by the respondent. Douglas County is not liable for any costs incurred by the respondent in preparation and/or presentation of proposals in response to this RFP or for travel and other costs related to this RFP.

XXIII. Proposal Format

Presentation of the relevant information is at the discretion of the respondent; however, the proposal must address all items identified in Section Titled, Proposal Requirements. To assist in the evaluation of proposals resulting from the RFP, it is recommended that each proposal be written in a concise and forthright manner and that unnecessary marketing statement and materials be avoided.

**COST PROPOSAL FORM
COURTHOUSE SECURITY UPGRADE
(Courthouse Secure Parking Renovation)**

All Contractors bidding this project shall use this Cost Proposal Form to submit pricing. No changes shall be made to the Cost Proposal Form.

We, the undersigned, having examined the proposed contract documents and having visited the site and examined the conditions affecting the work, hereby propose and agree to provide all labor and materials, equipment, transportation, supervision, and permits and to perform the operations necessary to complete the work as required by said proposed contract documents, for all of the work identified, for all items specified, for the sums as follows:

Construction Services

Description

Cost Item: _____ Dollars (\$ _____)

Description

Cost Item: _____ Dollars (\$ _____)

Description

Cost Item: _____ Dollars (\$ _____)

Any other costs related to the project and not described above – provide detailed description of additional costs on a separate page

_____ Dollars (\$ _____)

Grand Total

_____ Dollars (\$ _____)

ADD ALTERNATE - Description

List of Proposed Sub-contractors:

Submitted By: _____ **Title:** _____

Firm: - _____

Address: _____

Telephone: _____ **Fax:** _____

E-mail: _____

Date: _____