



Floyd County Board of Commissioners

Request for Proposal

RFP 18-1220

Space Utilization Study

Multiple County Locations

Rome, Georgia 30161

Issue Date: November 20, 2018

Request for Proposal

Bid # 18-1220

To Whom It May Concern:

The Floyd County Board of Commissioners (owner) is requesting Proposals for a Space Utilization Study for various existing structures and structures to be built in the future.

Proposals will be received by the Floyd County Purchasing Department, 12 East 4th Ave, Suite 106, Rome, Georgia 30161 until **2:00 pm, December 20, 2018**, local time. Late Proposals will not be considered nor returned. Proposals will be formally accepted and the names of those submitting a proposal read aloud by staff personnel after the closing time and date.

The proposal documents are available for inspection at the Floyd County Purchasing Department, 12 E. 4th Ave, Rome, Georgia; or they may be requested via email at gillilandb@floydcountyga.org. The documents are also available for download on the Floyd County Website, www.romefloyd.com or the Georgia Procurement Registry (GPR) <https://ssl.doas.state.ga.us/prsapp/prindex.isp>.

Floyd County reserves the right to reject any or all proposals and to waive informalities in the proposals or the proposal process. In the event that no proposal substantially satisfies the specified goals as presented in this Request for Proposal, the County, at its sole discretion reserves the right to call for new proposals.

All questions regarding the proposal must be in writing via email to Bill Gilliland, gillilandb@floydcountyga.org, Floyd County Purchasing Department, 12 E. 4th Ave., Rome Georgia 30161. Correspondence may be mailed to the address shown or emailed to the address shown. The Purchasing Department shall not be responsible for US Mail, common carrier or electronic services. All questions must be received by 5:00 pm, December 13, 2018. Questions after that date and time may not receive a response due to time constraints.

A mandatory pre-bid meeting will be held at the County Administration Building located at 12 East 4th Ave, Rome, Georgia 30161, Suite 204 on December 04, 2018 at 9:00 am, local time. County staff will be available for discussion and clarification.

Floyd County is an equal opportunity employer.

By Bill Gilliland, Purchasing Director, Floyd County Commission

INTRODUCTION AND GENERAL INFORMATION:

This section of the RFP includes a brief introduction and background information about the intended program for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

Purpose: This document constitutes a request for competitive, sealed proposals from prospective offerors to perform a comprehensive space needs, utilization and planning analysis of Floyd County Properties. The purpose of this analysis will be to review current and future usage of County owned facilities, as well as, the possibility/feasibility of acquiring property and the construction of new facilities to meet the needs of Floyd County, Georgia. The Service Provider chosen will work closely with Floyd County Administrators, and their designee's, to review current space usage and recommend a plan for space allocation, renovation and property acquisition based on the analysis.

RFP Document Contents: This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- Section 1: Introduction and General Information
- Section 2: Scope of Work/Functional Specifications
- Section 3: Performance Requirements
- Section 4: Proposal Submission Information
- Section 5: Contractual Terms and Conditions
- Section 6: Evaluative Information
 - Exhibit A: Evaluation Criteria

Pre-Proposal Conference: A pre-proposal conference regarding this Request for Proposal will be held on Tuesday, December 4, 2018 beginning at 9:00 A.M. Local Time at The Administration Building located at 12 East 4th Ave, Rome Georgia 30161. The meeting will be held in the Caucus Room, Suite 204 located on the 2nd floor. A site visit will be made after the pre-proposal meeting to all current locations that will be involved in the space study.

The RFP will be used as the agenda for the pre-proposal conference.

Pre-Proposal Conference RFP Questions: All potential offerors are encouraged to participate in the Pre-Proposal Conference as it will be used as a forum for questions, communications, and discussions regarding the RFP. The offeror should become familiar with the RFP and develop all questions prior to the conference in order to ask questions and otherwise participate in the public communications regarding the RFP.

Prior Communication: Prior to the Pre-Proposal Conference, the offeror may submit written communications and/or questions regarding the RFP to **Bill Gilliland**, gillilandb@floydcountyga.org. Such prior communication will provide Floyd County with insight into areas of the RFP which may be brought up for discussion during the conference and which may require clarification.

During the Pre-Proposal Conference: Floyd County Administrative Personnel will attempt to respond to all previously received questions/concerns regarding the RFP. Any oral questions asked must be sent via email to bgilliland@floydcountyga.org and the answers will be posted as addendum on the Floyd County website www.romefloyd.com and Georgia Procurement Registry. Oral answers are not binding.

Addendum to the RFP: Any changes needed to the RFP as a result of discussions from the Pre-Proposal Conference will be accomplished as an addendum to the RFP. Formal minutes of the meeting will not be kept.

RFP Questions: Questions and issues relating to the RFP must be directed to the **Purchasing Director, Bill Gilliland**. All questions should be emailed to gillilandb@floydcountyga.org.

All questions and issues should be submitted no later than December 13, 2018. If not received prior to the aforementioned date, the Floyd County Purchasing Department may not be able to fully research and consider the respective questions or issues.

Questions and issues necessitating requirement changes or clarifications will result in an addendum to the RFP. As a result, some questions and issues may not result in a direct response to the inquiring vendor. All questions and answers will be posted on the Rome/Floyd County website, www.romefloyd.com.

Offeror's Contacts: Offeror's and their agents (including sub-consultants, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the Floyd County Purchasing Director at gillilandb@floydcountyga.org. Offerors and their agents may not contact any other Floyd County employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should only contact the Floyd County designated representative.

Background Information: Floyd County, Georgia is seeking proposals from qualified service providers to perform a comprehensive space utilization study and planning analysis for Floyd County properties. The purpose of this review will be to assess current and future usage of Floyd County owned facilities, as well as, the possibility/feasibility of acquiring property and the construction of new facilities to meet the needs of Floyd County. The successful firm chosen will work closely with the Floyd County Administration Team and their designees, to review current space usage and recommend a plan for space allocation, renovation and property acquisition based on the analysis. Floyd County, Georgia has a total of 705 employees; regular full-time (RFT), regular part-time (RPT) and seasonal (SSNL) employees housed in a number of locations.

Although an attempt has been made to provide accurate and up-to-date information, Floyd County does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

Current Conditions and Locations:

Judicial Building: 3 Government Plaza, Rome, Georgia 30161

This location currently houses Superior Court, Clerk of Court, Juvenile Court, Drug Court, Mental Health Court, District Attorney, Probate Court, Public Defender, Secured Parking, Victim Advocate, Judge's Offices. There are approximately 65 to 75 employee and 15 have mobility issues.

Historic Courthouse: 4 Government Plaza, Rome Georgia, 30161

This location currently houses the Tax Commissioner, Tax Assessor's offices. Funds from SPLOST has been designated for renovation.

Administration Building: 12 East 4th Ave. Rome, Georgia 30161

This location houses the County Manager's Office, County Clerk, Wellness Nurse, Finance Department, Purchasing Department, Information Technology, Facilities Management, Human Resources Department, Cooperative Extension Service, Elections, Engineering, Public Defenders Staff offices, Special Projects Manager.

Floyd County Health Department Building: 12 East 12th Street SW, Rome, Georgia 30161

There is approximately 10,000 to 20,000 feet of unused/unassigned space at this location.

Floyd County Public Works: 337 Blacks Bluff Road SW, Rome, Georgia 30161

This houses all Public Works Departments which consist of seven buildings and approximately 65 employees.

SPLOST funds have been allocated for new construction at this location.

Agriculture Center: Location yet to be determined:

Approximately \$8,000,000.00 dollars has been allocated for new construction of this facility. It is expected that some departments will be relocated to the new facility.

The Forum River Center---3 Government Plaza, Rome Georgia 30161

The Forum River Center is current being used as a multi-purpose event venue: Weddings, sporting events, Ice skating, meetings, etc. A review should be conducted to determine the best future use for this facility.

Definitions: The following definitions shall apply throughout this document:

“Addendum” shall mean a written, official modification to an RFP.

“Amendment” shall mean a written, official modification to an awarded contract as approved by the Floyd County Commission.

“Attachment” applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.

“Purchasing Director” shall mean the managing procurement staff member of the Floyd County Commission.

The **Contact “Person”** as referenced herein is the Purchasing Director

“Contract” shall mean a legal and binding agreement between two or more competent parties, for a consideration for the procurement of services. All contracts must be approved by the Floyd County Commission.

“Contractor” shall mean a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.

“Entity” shall mean the unit of Floyd County government in the State of Georgia for which the services are being purchased by the **Floyd County Purchasing Director**. The entity is also often referred to as **“the County”**.

“Exhibit” applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.

“May” shall mean that a certain feature, component, or action is permissible, but not required.

Must” shall mean that a certain feature, component, or action is a mandatory condition.

“Offeror” shall mean the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.

“Pricing Page(s)” applies to the form(s) on which the offeror must state the price(s) applicable for the services requested in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.

“Proposal Opening Date and Time” and similar expressions shall mean the exact deadline required by the RFP for the receipt of sealed proposals.

“Request for Proposal (RFP)” shall mean the solicitation document issued by the Floyd County Purchasing Department to potential offerors for the services as described in the document.

“OCGA (Official Code of Ga.)” refers to the body of laws enacted by the Legislature which govern the operations of all public governmental entities of the State of Georgia, Chapter 36 of the statutes is the primary chapter governing the operations of local government.

“Shall” shall have the same meaning as the word “must”.

“Should” means that a certain feature, component and/or action is desirable but not mandatory.

“Service Provider” shall have the same meaning as the word “Offeror”.

SCOPE OF WORK / FUNCTIONAL SPECIFICATIONS: This section of the RFP includes requirements as well as desirable attributes and provisions relating specifically to the scope of work requirements of the Floyd County Government. The contents of this section include mandatory requirements that will be required of the successful offeror. The offeror is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The offeror’s response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the proposal is accepted by Floyd County. The offeror must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes by the offeror.

General Requirements: The submitting firm must provide consulting services, which meets or exceeds the specifications contained in this document. Provide professional services to review the current and future best uses of County property or buildings or identify the need to purchase new land/property and/or the need to either purchase lease or build new buildings through interviews and space needs analysis.

Provide analysis of the economics of remodeling, renovation and/or new construction:

1. Verify existing available space for all current County services housed in each location.
2. Perform condition analysis of the current facilities
3. Analyze interior space and current functions of each facility for space needs and staffing requirements in accordance with current Rome/Floyd County building codes in compliance with short and long term plans
4. Analyze exterior space need requirements relative to parking and open space requirements in accordance with current Rome/Floyd County building codes as well as short and long term plans
5. Review and analyze current level of compliance with currently adopted or projected A.D.A. standards

Develop and recommend a plan for the use of current space by departments and others depending on the space analysis, as well as, projections based on 10, 20, and 30 year periods. Projections shall include the analysis of the following options:

1. Remodeling and construction of additional space/facilities at the existing locations
2. Adding property to existing locations and remodel and/or construct additional space/facilities at those existing locations
3. Remodeling and construction of additional space/facilities at existing locations and provision of some satellite/remote locations
4. Abandon and sell/lease/rent existing facility or facilities and purchase or construct a new facility or facilities in a new location
5. Combine all operations into one location by adding on to a site, or sites, or construction of a new site or sites applicable to Floyd County.

Concept Design: Provide concept design(s), estimated design cost, estimated construction cost and other projected cost estimates for each option provided. Cost estimates should project cost at time of projected design/construction and provide for both a low and a high estimate of cost.

- Concept design(s) shall indicate projected department space and locations in block form. Concept plans will only be required in options using existing sites/facilities, which include a project where a remodel, remodel with additions(s) or a combination of facilities into one location is submitted. Concept designs are not required in option(s) where a new site with totally new construction or acquisition of existing building(s) at a new site is projected. Concept designs would include floor plans, pedestrian and vehicle circulation plans and parking lots. No elevations or renderings are required.
- An estimated budget for design and construction will be required for all options, even if no concept plans are required.

Specific Project Requirements:

Minimum Qualifications:

Due to the size and complexity of this project, the following are minimum qualifications for all respondents to be considered:

Lead Consultant Firm(s)

Firm established for a minimum of five (5) years.

Specific experience pertaining to the scope of services.

Sub-Consultant Firm(s)

- Any and all sub-consultant firms must have a minimum of five (5) projects relevant to the scope of work.

Key Personnel for Lead Consultants and Sub-Consultants

- Minimum of seven (7) years experience in Architectural Design/Engineering Services
- For Architecture, Engineering and Construction services, specific experience with Space Utilization, Renovation and New Construction will be necessary and must be stated.
- Review the site to determine needs of the existing facilities and potential location for alternate solutions, existing utilities and potential conflicts.
- Review a minimum of three (3) potential alternatives.

PROPOSAL SUBMISSION INFORMATION AND REQUIREMENTS:

Open Competition/Request For Proposal Document:

It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the Floyd County Purchasing Department if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the Bill Gilliland Purchasing Director at gillilandb@floydcountyga.org unless the RFP specifically refers the offeror to another contact. Such e-mail communication should be received at least five (5) calendar days prior to the official proposal opening date.

Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than five (5) calendar days prior to the RFP opening date may not be answered.

Offerors are cautioned that the only official position of Floyd County Government shall be that which is issued by the Purchasing Department in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

The Floyd County Purchasing Department shall have the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the offeror to monitor the Floyd County Current Bids and RFP's opportunities website at: www.romefloyd.com to obtain a copy of any addendum that may be issued.

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.

Preparation and Submission of Proposals:

Proposal Organization: In order to provide optimal readability of their proposal by evaluators, offerors are strongly encouraged to organize their proposal in **Tabbed Sections** as indicated below. Offeror's proposal should be well-organized, straightforward, and easy to review.

Tabbed Sections should be as follows:

Tab 1: Signed RFP Cover Page and any RFP Addendum Cover Pages

Tab 2: Table of Contents

Tab 3: Transmittal Letter/Executive Summary

Tab 4: Complete copy of the RFP with pages initialed by Service Provider

Tab 5: Exhibit A – Evaluation Criteria

Conciseness/Completeness of Proposal:

It is highly desirable that the offeror respond in a complete and concise manner. It is the offeror's sole responsibility to submit information in their proposal as it relates to the evaluation categories to allow the County to conduct a complete and efficient evaluation. The County is under no obligation to solicit such information if it is not included in the offeror's response. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Information not relevant to the requirements herein or the offeror's proposed solution should be excluded from the offeror's proposal.

It is recommended that offerors respond to each item or paragraph of the RFP in sequence. Items not needing a specific vendor statement may be responded to by concurrence or acknowledgement; no response shall be interpreted as an affirmative response or agreement to the Floyd County provisions and conditions.

Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.

All proposal documents must be submitted in full (all pages of the RFP shall be either signed or initialed) to be considered responsive. All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the firm and required information must be provided. The contents of the proposal submitted by the successful firm of this RFP shall include all proposal documents and shall become a part of any agreement award as a result of this solicitation.

Proposal Copies: The offeror's proposal should include an original document, plus Five (5) copies for a total of six (6) hard copy documents. A thumb drive with a digital copy of the RFP should be provided as well.

- a. The offeror should ensure all copies and all media are identical to the offeror's hardcopy original proposal. In case of a discrepancy, the hardcopy shall govern.
- b. The front cover of the original hard copy proposal should be labeled "**original**" and the front cover of all copies should be labeled "**copy**."

- c. Both the original and the copies should be double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves and binding.

Confidentiality of Proposal Information and Delivery Submission: Each proposal must be submitted in or under cover of a sealed envelope or package to provide confidentiality of the information enclosed. The outside of the envelope/package should be clearly marked with RFP number and the name of the project (RFP Title) as well as the proposal due date listed. All proposals submitted in response to this RFP shall become the property of the County and a matter of public record.

All proposals and supporting documents will remain confidential until a final agreement has been executed.

Open Records: Pursuant to OCGA, Open Records Act, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. **The offeror shall not submit the entire proposal as proprietary or confidential.** The offeror may submit a part of the proposal as confidential, but only if the proprietary or confidential nature of the material is provided for in Georgia Open Records Act. Proprietary or confidential portions of the offeror's proposal allowed by the statute **must** be separated, sealed, and clearly marked as confidential within the offeror's proposal. Also, the offeror should provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of Georgia Open Records Act. In the event the vendor claims portions of their proposal response as "confidential", the contractor shall be requested to state prior to contract award that they will defend any action by the public disclaiming such confidentiality.

Compliance with Requirements, Terms and Conditions: Offerors are cautioned that Floyd County may not award a non-compliant proposal. Consequently, any offeror indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions or provisions of the RFP shall be eliminated from further consideration for award unless the County exercises its sole option to competitively negotiate the respective proposal(s) and the offeror resolves the noncompliant issue(s).

- a. The offeror is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain terms and conditions which conflict with those of the RFP and its contractual requirements.
- b. In order to ensure compliance with the RFP, the offeror should indicate agreement that, in the event of conflict between any of the offeror's response and the RFP requirements, terms and conditions, the RFP shall govern. Taking exception to the

County's terms and conditions may render an offeror's proposal unacceptable and remove it from consideration for award.

Offerors shall deliver a hard copy proposal to Floyd County Purchasing Department and must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

Proposal Response Modifications: A proposal which has been delivered to the Floyd County Purchasing Department may be modified by signed, written notice which has been received by the Floyd County Purchasing Department prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.

Proposal Response Withdrawals: A proposal which has been delivered to the Floyd County Purchasing Department., may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the Purchasing Department prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.

A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the offeror. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the offeror.

Prohibition of Electronic Submissions of Proposal Responses: Faxed or e-mailed proposal responses **shall not** be accepted, unless otherwise specified in the RFP. However, faxed and e-mail "no bid" notifications shall be accepted.

Debarment: By submission of its proposal response, the vendor shall hereby certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State Department or State Agency, including listing in the U.S. General Services Administration's List of Parties excluded from Federal Procurement or Non-Procurement programs. If the vendor is unable to certify any of the statements in this certification, the vendor must attach an explanation to its proposal response.

Proposal Opening: Proposal acknowledgements are public on the opening date and at the opening time specified on the RFP document. At the proposal open date and time, all proposals received will be formally acknowledged. Only the names and location (City, State) of the offerors shall be read at the proposal opening. The contents of the responses shall not be disclosed at this time.

Proposals which are not received in the Floyd County Purchasing Department prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances as indicated below:

Under extraordinary circumstances, the Purchasing Director or designee, may authorize the opening of a late proposal. In such cases, the proposal must have been turned over to the physical control of an independent postal or courier service with promised delivery time prior to the time set for the opening of bids. All such decisions are at the sole discretion of the Purchasing Director or designee.

The following guidelines may be utilized to determine the criteria for an extraordinary circumstance:

Floyd County offices were closed due to inclement weather conditions.

Postal or courier services were delayed due to labor strikes or unforeseen "Acts of God"; or
Postal or courier service did not meet delivery time promised to the offeror. In such a case, the offeror must provide written proof that promised delivery time was prior to the time set for the opening of bids/proposals.

Proposal Expiration: All proposal responses shall be considered as firm and valid for a period of one hundred twenty (120) calendar days, commencing the date and time of the RFP closing return date and expiring at 5:00 p.m. of the last day. If County extends a closing date through an addendum; the one hundred twenty (120) calendar days shall start from the extended closing date.

Unless withdrawn, as provided in this RFP, a proposal response shall be binding on the vendor, and may be received by the County at any time up to and including the proposed RFP closing return date.

Proposal Evaluation and Award: After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal(s).

Any clerical error, apparent on its face, may be corrected by the Purchasing Director before contract award. Upon discovering an apparent clerical error, the Purchasing Director shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are:

1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the Purchasing Director to be in the best interest of Floyd County.

Pricing shall be evaluated at the maximum potential financial liability to Floyd County.

Awards shall be made to the offeror whose proposal (1) complies with all mandatory requirements of the RFP and (2) is the best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP.

In the event all offerors fail to meet the same mandatory requirement in an RFP, Floyd County shall have the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the Floyd County shall have the right to waive any minor irregularity or technicality found in any individual proposal.

Floyd County shall have the right to reject any and all proposals.

When evaluating a proposal, the County shall have the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.

Floyd County shall have the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The final determination of contract(s) recommendations for award shall be made by the Floyd County Commission with signature approval from the Chairperson of the County Commission for any awarded contract(s).

Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the Floyd County Purchasing Director reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

Negotiations may be conducted in person, in writing, or by telephone.

Negotiations shall only be conducted with potentially acceptable proposals. Floyd County reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase.

Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The mandatory requirements of the Request for Proposal **shall not** be negotiable and shall remain unchanged unless Floyd County determines that a change in such requirements is in the best interest of the County.

Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.

Proposal Presentation and/or Solution Demonstration: After an initial screening process, a proposal presentation and/or a solution demonstration may be conducted with the offeror, if requested by the Floyd County Administration. Attendance cost shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the Floyd County Purchasing Department.

Award Determination: Any award of a contract must be approved by the Floyd County Commissioners and shall be made by notification by the Floyd County Purchasing Department to the successful offeror.

Evaluation of Response: The evaluation of the Response shall be subjective based on fact. Information provided by the offeror in response to this RFP, as well as, information gained from any other source during the evaluation process, may be used in the subjective evaluation.

Affidavit of Work Authorization and Documentation: E-Verify is a mandatory requirement for the contractor to be enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with Floyd County for the duration of the contract(s). The contractor also affirms that the contractor does not and will not knowingly employ a person who is an undocumented or unauthorized immigrant worker in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded. By signing the bid solicitation cover page, the contractor shall be affirming thereof, the facts stated above are true and correct. ***At any time during the contract, the County shall have the right to request proof of enrollment in the E-Verify federal work authorization program and the sub-contractor shall comply with such requests.***

NOTE: E-Verify Documentation proof shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division.

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

CONTRACT TERMS AND CONDITIONS: This section of the RFP includes contractual requirements and provisions that will govern the contract after RFP award. The contents of this section include mandatory provisions that must be adhered to by Floyd County and the contractor unless changed by a contract amendment. Response to this section by the offeror is not necessary as all provisions are mandatory.

Contract: A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) Floyd County's acceptance of the proposal by Contract notice of award. All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

Order of Precedence: Any inconsistency in the binding contract shall be resolved by giving precedence in the following order:

The Floyd County RFP solicitation including addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions;

Written clarification communications between Floyd County Purchasing Department and Offeror (emails, letters, memos, etc. of the proposal), if any that are specifically accepted as included in the Contract notice of award;

The offeror's proposal including any BAFO response(s);

Floyd County's acceptance of the proposal by Contract notice of award; and

Any boilerplate vendor professional service, licensing, or consulting agreements included as part of the offeror's proposal responses; however, such vendor boilerplate agreements must not conflict with the terms and conditions of the Floyd County RFP solicitation document.

Contract Period: The contract shall not bind, nor purport to bind, the County for any contractual commitment in excess of the original contract period that will be stated in the contract.

Tax Exempt: The Floyd County Government is exempt from payment of Georgia Sales and Use Tax in accordance with O.C.G.A Code and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code.

Fund Allocation: Continuance of any resulting Resolution, Agreement or issuance of Purchase Order shall be contingent upon the available funding and allocation of County funds. The Vendor understands that the obligation of the County to pay for services under the agreement shall be limited to payment from available revenues and shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County nor shall anything contained in the agreement constitute a pledge of the general tax revenues, funds or moneys of the County, and all provisions of the contract shall be construed so as to give effect to such intent.

Liabilities: The contractor shall be responsible for any and all personal injury (including death) or property damage and for the loss of, or damage to, the county's records or data as a result of the contractor's negligence or willful misconduct involving any service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save Floyd County, including its entities, employees, and assignees, from every expense, liability, or payment arising out of such negligent or willful act. The contractor also agrees to hold Floyd County, including its entities, employees, and assignees, harmless for any negligent or willful act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by Floyd County, including its entities, employees, and assignees.

Under no circumstances shall the contractor be liable for any of the following:(1) third party claims against the County for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

Disclaimer of Liability: The County, or any County Offices/Departments, shall not hold harmless or indemnify any vendor/contractor for any liability whatsoever.

Indemnity and Hold Harmless: The contractor agrees to indemnify, release, defend, and forever hold harmless the County, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorney's fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by the contractor, their sub-contractors, employees or agents, and arising out of services performed by the contractor, their subcontractors, employees or agents under this agreement.

Law Governing: The laws of the State of Georgia shall govern this agreement. Any action in regard to the consent or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Georgia, County of Floyd and in no other. In accordance, the parties submit to the jurisdiction of the courts of the State of Georgia and to venue in Floyd County Georgia.

The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Georgia or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Floyd County.

The contractor must be registered and maintain good standing with the Secretary of State of the State of Georgia and other regulatory agencies, as may be required by law or regulations.

The contractor must timely file and pay all Georgia sales, withholding, corporate and any other required Georgia tax returns and taxes, including interest and additions to tax.

The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

Compliance with Applicable Law: The contractor shall comply with all federal, state or local laws, resolutions, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, Immigration Reform and Control Act (IRCA), EEO and OSHA-type requirements which are applicable to the contractor's performance under this agreement. The contractor shall indemnify and hold the County harmless on account of any violations thereof relating to the contractor's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

Remedies and Rights: No provision in the contract shall be construed, expressly or implied, as a waiver by Floyd County of any existing or future right and/or remedy available by law in the event of any claim by Floyd County of the contractor's default or breach of contract.

Force Majeure: The contractor shall not be liable for any excess costs for delayed delivery of services to the Floyd County, if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of the contractor. Such causes may include, however are not restricted to: acts of God, fires, floods, epidemics, quarantine restrictions and strikes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences. Failure of the contractor to employ adequate personnel to complete the contract requirements shall not constitute a Force Majeure event. The contractor must give written notice of any Force Majeure event to the Floyd County entity within twenty-four (24) hours after its occurrence in order to receive the liability protections of this paragraph.

Termination: Floyd County shall have the right to terminate the contract at any time, for the convenience of Floyd County, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination.

If county, state and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract or agreement, or in the event of a change in relevant laws to this contract or agreement, the obligations of each party may, at the sole discretion of Floyd County, be terminated in whole or in part, effective immediately or as determined by Floyd County, upon written notice to the contractor from Floyd County.

In the event of termination of the contract or cancellation for material breach, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Floyd County entity, become the property of the Floyd County entity, as authorized by law.

Subcontractors: Any subcontracts for the services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and Floyd County and to ensure that Floyd County is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between Floyd County and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the services in the contract shall in no way relieve the contractor of the responsibility for providing the services as described and set forth herein.

No contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Georgia. A subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates any law, the direct subcontractor is not knowingly in violation of law and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

Contractor's Personnel: The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws.

If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if Floyd County has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the County shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the County.

The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

Assignment: The contractor shall not transfer, convey, sublet, assign any interest, rights, title, powers to execute in the contract, whether by assignment or otherwise, to any other person, company or corporation without the prior written consent of the Floyd County Board of Commissioners.

Insurance: The contractor shall understand and agree that Floyd County cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect Floyd County, its entities, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds Floyd County as an additional insured.

Contractor shall purchase and maintain, at their expense, insurance of such types, and in such amounts as are specified in this RFP, to protect the County and the contractor from claims which may arise out of or result from the contractor's operations under the agreement documents, whether such operations be by the contractor or by any subcontractor:

Worker's Compensation Laws

Disability Benefit Laws

Occupational Sickness or Disease Laws

Other similar employee benefits laws

The contractor must also carry liability insurance naming Floyd County as "Additional Named Insured" with a \$2,000,000 umbrella.

Failure of the contractor to maintain proper insurance coverage shall not relieve the contractor of any contractual responsibility or obligations. If part of the work is to be subcontracted, the contractor shall either cover any and all subcontractors in contractor's insurance policy or require each subcontractor not so covered, to obtain insurance of same type and with the same limits as the contractor is required to carry. Any payment of an insured loss under policies of property insurance, including but not limited to, the insurance required shall be made payable to the County.

The contractor shall provide the following insurance coverage and limits of coverage:

Worker's Compensation: Statutory

Employer's Liability: \$500,000/each employee

General Liability: \$2,000,000/each occurrence

Property Damage: \$500,000/each occurrence

It shall be the responsibility of the contractor to provide a copy of this proposal to their insurance carrier.

No work shall be started until Floyd County is in receipt of the contractor's Certificate of Insurance.

Insurance certificates should be sent to Floyd County Purchasing Department Attn: Bill Gilliland, Purchasing Director, Suite 106, 12 East 4th Ave, Rome, Georgia 30161.

The insurance carrier of the insured shall be required to notify Floyd County of termination of any or all of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

Changes in Insurance Coverage: The contractor shall notify Floyd County of changes in insurance coverage in writing within 30 days.

Insurance Rating: All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

Conflicts: No salaried officer or employee of the County and no member of the County Commission shall have a financial interest, direct or indirect, in this contract agreement. A violation of this provision renders the agreement void. The contractor covenants that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this agreement. The contractor further covenants that in the performance of this agreement no person having such interest shall be employed.

The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

Contractor Status: The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of Floyd County. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold Floyd County, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

Coordination: The contractor shall fully coordinate all contract activities with those activities of the Floyd County entity. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Floyd County entity.

Document Retention: The contractor shall retain all books, records, and other documents relevant to the contract for a period of five (5) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the funding entity and stated in the contract. The contractor shall allow authorized representatives of the Floyd County entity, state, and federal government to inspect these records upon request. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

Single Point of Contact: The contractor must function as the single point of contact for the County, regardless of any subcontract arrangements for all services.

Invoicing and Payment: Invoices shall be submitted to: Floyd County Board of Commissioners, Purchasing Department. 12 East 4th Ave, Suite 106, Rome, Georgia 30161

Invoices shall contain the following information:

Payments are NET 30

Contract agreement number, description of services and cost.

Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Floyd County may withhold payment or reject invoices under the contract.

Final, accurate invoices are due by no later than thirty (30) calendar days of the expiration of the contract, unless otherwise stated in the contract.

If a request by the contractor for payment or reimbursement is denied, Floyd County shall provide the contractor with the written notice of the reason(s) for denial.

If the contractor is overpaid by Floyd County, upon official notification by the entity, the contractor shall provide the entity with a check payable as instructed by the entity in the amount of such overpayment. The contractor shall submit the overpayment to the County at the address specified by the County.

Payment for all services required herein shall be made in arrears unless otherwise indicated in the RFP.

Property of Floyd County: All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of Floyd County. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the County.

Breach of Contract and Contract Cancellation: In the event of material breach of the contractual obligations by the contractor, Floyd County may cancel the contract. At its sole discretion, the County may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 business days from notification, or at a minimum the contractor must provide the County within 10 business days from notification a written plan detailing how the contractor intends to cure the breach.

If the contractor fails to cure the breach or if circumstances demand immediate action, the County will issue a notice of cancellation terminating the contract immediately. If it is determined the County improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

If the County cancels the contract for breach, the County shall have the right to obtain the services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the County deems appropriate and charge the contractor for any additional costs incurred thereby.

Notice of Default: In the event the contractor fails to cure the breach to the satisfaction of County within 10 days, or within the written cure plan as agreed to by the County, the County may elect to do all or any of the following:

The County may elect to remedy the default by curing the default with department staff or contracting with another vendor to do the work in question.

The County may immediately prohibit the contractor from having access to the property or conducting business on the property.

The County Commission, after consideration of the default, may terminate the agreement. In this event, the contractor shall be required to immediately vacate the premises, shall not be entitled to any additional opportunities to remedy the default and shall not be entitled to any additional compensation.

Communications and Notices: Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail with confirmed receipt or hand-carried and presented to an authorized employee of the offeror/contractor.

Bankruptcy or Insolvency: Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Floyd County Purchasing Department.

Upon learning of any such actions, the County shall have the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

Non-Discrimination and Affirmative Action: In connection with the furnishing of services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law.

If discrimination by a contractor is found to exist, the County shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the County until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

Americans with Disabilities Act: In connection with the furnishing of services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

Drug Free Workplace: The contractor (whether an individual or company) shall agree to provide a drug free workplace.

Titles: Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

EXHIBIT A

Selection Criteria for Space Utilization Study Services Proposal (Evaluation Value)

Each proposal received will be scored by the use of the table below for the purpose of ranking/rating of each firm. Scores will be viewed objectively on criteria and level of effort, and subjectively on experience and the approach to help the County determine who has submitted the most responsive proposal.

| Score | |
|-------|-----------------------------------|
| 0-20 | Project Approach |
| 0-30 | Expertise of Firm Personal |
| 0-30 | Experience |
| 0-20 | Applicable Resources |

CHECK LIST

- ___ Bidders Declaration Page
- ___ Bidders Information Page
- ___ Certificate of Non Discrimination
- ___ Certificate of Non Collusion
- ___ Drug Free Workplace Certificate
- ___ Specification List(s) for Compliance and Exceptions and option pricing
- ___ Bid Page(s)
- ___ Addendums (If any)

The documents above are included within this Invitation to bid. Addendums will be available when issued.

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **2 PM, 20 December, 2018** but may not be withdrawn after such date and time.

That Floyd County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests

That by submission of this quote the bidder acknowledges that Floyd County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

That the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

BIDDER:

Company Name: _____

Phone: _____

Name Print: _____

Signature: _____

Email: _____

Date: _____

FLOYD COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT
P. O. BOX 946
ROME, GA 30162

(706) 291-5118

FAX (706) 290-6099

BIDDERS INFORMATION

Date of Bid: _____

Bid Name: _____

The undersigned agrees, if this bid is accepted within Sixty (60) calendar days after date of opening, to furnish all supplies and/or services in strict accordance with provisions of this Invitation for Bid at the price in the **BID SCHEDULE**.

Time Discounts: Discounts allowed for prompt payment as follows: Discounts of less than Fifteen (15) days will not be used in determining the award of a bid but may be used when paying invoices.

_____ % Discount _____ Calendar Days net _____ (discounts will apply if Procurement Card is Accepted.

Procurement Card: Will you accept the VISA Procurement Card for this order? _____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and Civil Damage Awards. I agree to abide by all Conditions of this bid and certify that I am authorized to sign this bid for the bidder. This _____ Day of _____, 201__

Prices to remain firm for Sixty (60) calendar days or _____ calendar days after date of opening. Vendor MUST initial here: _____.

Bidder Information

Name and Mailing Address (Type or Print)

Name of Company

Name of Company

Address

Address

City, State Zip Code

City, State Zip Code

() _____

() _____

Phone Number

Phone Number

() _____

Fax Number

Federal ID #

Email _____

Name and Title of Person Authorized to Sign

Name _____

Title

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Floyd County Board of Commissioners. The bidder may be declared, by Floyd County, ineligible for further contracts with Floyd County until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

BIDDER

SIGNATURE

TITLE



CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by Floyd County, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Floyd County; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of one hundred and twenty (120) days (or such other time period as identified in the solicitation) from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 36-91 have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

| | |
|---|--|
| Contractor's Full Legal Name: (PLEASE TYPE OR PRINT) | |
| Authorized Signature: | |
| Printed Name and Title of Person Signing: | |
| Date: | |
| Company Address: | |
| FAX Number: | |
| Email Address: | |

***This table must be completed in its entirety by the supplier.**

ATTACHMENT
FLOYD COUNTY BOARD OF COMMISSIONERS
DRUG-FREE WORKPLACE CERTIFICATE

By signature on this certificate, the Vendor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the “Drug-Free Workplace Act” have been complied with in full. The Vendor further certifies that:

1. A drug-free workplace will be provided for the Vendor’s employees during the performance of the contract; and
2. Each Vendor who hires a sub-Vendor to work in a drug-free workplace shall secure from that sub-Vendor the following written certification: “As part of the subcontracting agreement with (Vendor’s name), (sub-Vendor’s name) certifies to the Vendor that a drug-free workplace will be provided for the sub-Vendor’s employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7). By signature on this certificate, the Vendor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Vendor: _____

By: _____

Name Printed: _____

Title: _____

Date: _____