



***REQUEST FOR PROPOSAL (RFP)***

**RFP NO. 20-0312**

**Consulting Services:  
Parks & Recreation Comprehensive Master Plan**

***FLOYD COUNTY BOARD OF COMMISSIONERS  
ROME, GEORGIA***

**Closing Date/Time:  
2:00 p.m. (Eastern Standard Time(EST)),  
Thursday, March 12, 2020**

***Floyd County Purchasing Department  
12 East 4<sup>th</sup> Ave. Suite 106  
Rome, Georgia, 30161***

***706-291-5109***

**FLOYD COUNTY BOARD OF COMMISSIONERS**  
**Consulting Services for Parks & Recreation Comprehensive Master Plan**  
**Request for Proposal No. 20-0312**

**PURPOSE OF THE REQUEST FOR PROPOSALS**

Floyd County Georgia is soliciting proposals from highly qualified firms that have successfully completed consulting work for completing Parks & Recreation Comprehensive Master Plans and/or Parks & Recreation Master Comprehensive Plan Up-dates for other municipalities/government entities. It is desired to have a firm work with Rome/Floyd Park and Recreation Department for the overall development of the Parks & Recreation Comprehensive Master Plan as detailed within this document.

All interested qualified firms are invited to submit a formal proposal with pricing information to accomplish the Scope of Work described herein, in conformance with the prescribed format. The proposal is to be signed by a principal of the firm.

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

**1. GENERAL INFORMATION**

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

**“Proposal – RFP 20-0312 Consulting Services: Comprehensive Master Plan Proposals and Pricing”  
to be submitted to:**

Floyd County Purchasing Department  
12 East 4<sup>th</sup> Ave. Suite 106  
Rome, GA 30161

Five (5) copies of Proposal must be received at the Purchasing Department Office not later than **2:00 p.m., March 12, 2020**. The five (5) copies should be comprised of four (4) bound copies, one (1) original and a thumb drive with the full proposal. Pricing is to be submitted in a separately sealed envelope within the proposal. **Absolutely no Proposals will be accepted after 2:00 p.m.(EST), March 12, 2020.** Faxed or e-mailed Proposals are not acceptable. Proposals received after the deadline will be returned to sender unopened. Firms shall submit evidence of insurability for this project.

Questions are to be directed to Bill Gilliland, Director, CPPB, Floyd County Purchasing Department (Fax: 706-291-5109, email: [gillilandb@floydcountyga.org](mailto:gillilandb@floydcountyga.org) . All questions are to be received not later than seven (7) business days before the Proposal due date. Responses to substantive questions will be provided in writing to all firms who have requested proposal information. The entire cost of preparing the Proposal will be borne by the submitting firm.

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

## **2. BACKGROUND**

### **ROME/FLOYD COUNTY MISSION**

As trusted stewards of Rome/Floyd County's future, the elected officials and employees are dedicated to serving the community and to providing effective, professional public service with integrity and a commitment to excellence.

### **ROME/FLOYD COUNTY VISION**

Rome/Floyd County is committed to providing and maintaining the most efficient, customer service-oriented local government possible. The Rome/Floyd County will be an innovative and strategic leader in providing essential and effective public services in a fiscally prudent and professional manner. By preserving and enhancing a high quality of life, Rome/Floyd County will remain a healthy, safe and compelling place in which to live, work, recreate, visit and invest.

### **About Rome/Floyd County**

Rome/Floyd County is conveniently located between Atlanta and the Northwest Georgia mountains. Rome/Floyd County is a great place to call home and to do business. Floyd County has two (2) major hospitals and four (4) colleges. Rome/ Floyd County has an excellent parks and recreation system offering many activities for a wide range of age groups. Rome/Floyd County has an excellent public school system.

## **3. BACKGROUND INFORMATION FOR ROME/FLOYD COUNTY PARKS & RECREATION**

The City of Rome, Georgia has approximately 36, 000 residing within the city limits of Rome and a total of approximately 96,000 in the County. Quality housing, entertainment, shopping/dining, commitment to recreation and top rated public school systems. has made Floyd County a popular location for citizens to find an excellent quality of life.

The City of Rome and Floyd County has passed SPLOST (Special Local Option Sales Tax) in 2013 and 2017 have funded a number of important Parks and Recreation Improvement Projects.

Presently, the City and County jointly operates a large number of athletic facilities, parks and community centers

The County completed its last Master Plan in 2003 and has not been updated. The plans were completed by ----- . The most recent plan is attached for informational purposes only. (Exhibit A)

With an excellent inventory of resources in existence and public support of parks and recreation, Rome/Floyd County Parks & Recreation is very excited to hire a firm that specializes in Comprehensive Parks & Recreation Master Planning and Community Needs Assessment to assist us for the formation of a long range planning document that will continue to lead our parks system to a level of excellence.

**As part of this solicitation we have included information about our Parks and Facilities in a PDF attachment. It may be viewed and printed from our website [www.romefloyd.com](http://www.romefloyd.com).**

## 4. SERVICES REQUIRED

**Final Product Desired-** A long range (10 year) system-wide comprehensive master plan which includes, but is not limited to the following items:

**A. Demographic Information:**

- a) Population profile
- b) Service area profile

**B. System Inventory & Assessment**

- a) Rome/Floyd County owned and operated recreation facilities
- b) Other entity owned and operated recreation facilities
- c) Develop basic site plan schematic plans and descriptions for each existing park in the system.
- d) Conduct ADA compliance review for each park and develop ADA Transition Plan to bring system into compliance

**C. Extensive Community Involvement & Determination of Demand/Needs**

- a) Conduct an extensive community needs assessment (type of assessment and minimum level to be determined per proposal)
- b) Focus group meetings with partner's/community organization leaders
- c) Public meetings conducted in each region of the County
- d) Individual interviews with County Commissioners (5), Parks & Recreation Board members (5), County Administration Officials (2), Department Heads (as needed), Parks & Recreation Management team (8 to 10), and potentially Parks & Recreation division staff (as needed)

**D. Natural Resource Management**

- a) Assessment of natural resource facilities within Rome/Floyd County Parks & Recreation system compared to the region.
- b) Development of a Natural Resource Management Plan as a section of the Comprehensive Master Plan document.

**E. Needs Analysis & Recommendations**

- a) New facility recommendations
- b) Renovation recommendations
- c) ADA compliance recommendations
- d) Service area profiles and land acquisition recommendations

**F. Financial Analysis & Report**

- a) Capital cost analysis and report for recommended projects
- b) Analysis of present department revenue production and recommendation for future revenue growth
- c) Analysis of the feasibility of amateur athletic events at Rome/Floyd County facilities and their potential impact on the local tourism and hospitality industry.

## **PLAN REVIEW AND APPROVAL**

Steering Committee: A project steering committee can be formed if preferred by the consultant. However, such a board is not required. The Parks & Recreation Authority Board can be used as a review committee if preferred by the consultant.

Draft Plan Review: The consultant shall work with Director of Parks & Recreation (and potentially P&R Management Team) for review at 25%, 50%, and 75% completion stage.

Final Plan Review and Approval: The consultant shall present the final version of the Comprehensive Master Plan to the Parks & Recreation Board and the Board of County Commissioners.

## **5. DELIVERABLES**

The following specifies the format and quantity for the desired delivered products:

1. **(50)** printed color copies of the final approved Comprehensive Master Plan document in bound 8.5" x 11" format with appropriate maps, foldouts etc.
2. **(25)** printed color copies of the proposed Comprehensive Master Plan document for review by the Parks & Recreation Board and County Commissioners during approval stage.
3. **(1)** hard copy of the final approved plan for ready duplication
4. Electronic versions of all final plan documents. The format of the final documents/report will be required in both Microsoft Word and pdf formats.
5. Electronic version of the individual schematic site plans for each park in pdf.
6. **(2)** 36x48 full hardboard presentation boards featuring the Floyd County Parks & Recreation Service Area Profile.
7. **(2)** 36x48 full hardboard presentation boards featuring the Floyd County Parks & Recreation Park Inventory Map.

Project Budget is estimated at \$50,000.00.

## **BASIC INFORMATION**

### **Indemnity:**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

### **Insurance Requirements:**

The Operator shall take out and maintain during the life of this Contract the various types and amounts of insurance as required to protect the Operator, the Owner, officials and representatives of the Owner, and any subcontractor performing work covered by this Contract from claims for damages for personal injury, including accidental death as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly employed by either of them.

Without restricting the obligations and liabilities assumed under the Contract Documents, the Contractor shall at his own cost and expense, purchase and maintain in force until expiration of the Contract, the below listed forms of insurance coverage.

Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed with the Owner before operations are begun. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall contain a separate express statement of compliance with each of the requirements as set forth in this Section. However, the original policies for Owner's Protective Liability Insurance (Item C) shall at this time be delivered to the Owner for its possession.

### **Certificate Holder Should Read:**

Floyd County Board of Commissioners  
12 East 4<sup>th</sup> Avenue  
Rome, Georgia 30161

All policies as hereinafter required shall be so written that the Owner will be notified of cancellation, expiration or restrictive amendment at least 30 days prior to the effective date of such cancellation, expiration or amendment.

Item A - Workers Compensation and Employer's Liability Insurance: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a minimum limit of \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease-each employee.

Item B - Comprehensive General Liability Insurance: Shall have minimum limits of \$2,000,000 per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises/Operations, Independent Contractors, Products/Completed Operations, Broad Form

Property Damage, XCU Coverage, Blanket Contractual Liability Coverage, Personal Injury Coverage, and Fire Legal Liability.

Item C - Owner's Protective Liability Insurance: (Separate Policy Required) In the name of the owner, additional insured with a minimum limit of \$1,000,000.

Item D - Comprehensive Automobile Liability Insurance: Shall have minimum limits of \$1,000,000 Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include, owned vehicles, Hired and Non-Owned Vehicles.

NOTE: In B & C Underlying must equal \$1,000,000. Underlying plus Excess must equal \$1,000,000.

Item E - Umbrella Liability Insurance: Shall have \$2,000,000 limit of liability with the same coverage as Items A, B, C and D above.

**SPECIAL INSURANCE REQUIREMENTS**: The Floyd County Board of Commissioners and the City of Rome Georgia are to be included as an Additional Insured on all Liability Policies. Current and valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30-day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage. All Insurance Policies must be written on an Occurrence Basis.

It shall be the responsibility of the contractor to ensure that all subcontractors comply with the same specified insurance requirements.

Certificates of insurance, policies, bonds, and any other requirements must be forwarded to the Owner. Insurance Companies must be licensed to do business in Georgia by the Georgia Secretary of State, authorized by the Georgia Insurance Department, and has an AM Best rating of A-6 or greater.

**WORKER'S COMPENSATION INSURANCE**: This Contract shall be null and void and of no effect unless the Operator shall, before entering upon the performance thereof, secure Worker's Compensation Insurance for the benefit of and keep insured, during the life of said Contract, all employees engaged thereon and to fully protect the Owner as required by existing law, or as such may be amended. In case the Contractor shall sub-contract any portion of the Work, he shall require that all employees of the sub-contractor are properly covered by such Worker's Compensation Insurance.

**TITLE VI**: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the successful Firm agrees that, during performance of this Agreement, the Firm, for themselves, their assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, the successful Firm agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

**E-VERIFY**: It is the policy of the County that unauthorized aliens shall not be employed to perform work on contracts involving the physical performance of services. Therefore, Client shall not enter into a contract for the physical performance of services within the State of Georgia unless they provide an affidavit stating they comply with E-Verify (attached).

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

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

**PROHIBITION OF GRATUITIES:** Firms shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the Floyd County Board of Commissioners for the purpose of influencing consideration of this qualification.

**OWNERSHIP OF MATERIAL:** Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.

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

**OPEN RECORDS:** The contents of the proposals will not be made public until after an award and contract has been executed. Proposals submitted are not publicly available until after award by the Floyd County Board of Commissioners. All Proposals and supporting materials, as well as correspondence relating to this RFP becomes the property of Rome/Floyd County when received. Any proprietary information contained in the qualification should be so indicated. However, a general indication that the entire contents, or a major portion, of the qualification is proprietary will not be honored.

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

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

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

## **PROPOSAL CONTENT**

The format for the Proposal is therefore as follows:

Tab #1:

*Transmittal Letter* – Provide information regarding firm submitting proposal, how long in business, disclose whether it has been in litigation in the last five years and/or is there any pending litigation arising out of your performance or participation in contracting services. The firm should similarly disclose whether or not it or any team member or subcontractors are in default on any loan agreement or financing agreement with any bank, financial institution or other entity. Indicate receipt of any Addenda if issued. Provide Conflict of Interest Statement – disclose any actual, apparent, or potential conflicts of interest that are present or could develop with respect to the scope of services and any parties to this solicitation or third parties. Provide contact name and telephone number in case of questions regarding the proposal. (pass/fail)

Tab #2

*Project Experience and References* - the Respondent shall provide a list of up to five directly relevant projects completed within the past five (5) years.

- ◆ Location
- ◆ Project Description
- ◆ Date Completed
- ◆ Client Information: name, address
- ◆ Client Reference: name, telephone number, and email address

Although these projects may be located in the United States, emphasis shall be on experience in the Southeastern U.S. (total 20 points)

Tab #3

*Key Project Staff Qualifications* – Provide brief resumes of staff to be assigned to this project; this should show their experience in providing services required. (total of 20 points)

Tab #4

*Project Approach* – Provide detailed information on how your firm plans on completing the work, how many meetings with staff are included, scheduled milestones/deliverables, review, schedule, quality assurance. (total 20 points)

Tab #5

*Methodology of Needs Assessment and Solicitation of Public Input* – provide detailed information on how your firm conducts a needs assessment and how you garner public input. (total 40 points)

Tab #6

*Affidavits, Security and Insurance Requirements* – The attached non-collusion and contractor affidavits must be duly filled in and returned as part of the proposal submittal. Evidence of Insurance. (pass/fail)

**Separately sealed envelope:** Total price to complete all work as specified. (15 points). Pricing to be opened after technical review.

## LENGTH OF PROPOSAL

The length of the Proposal shall not exceed a total of thirty-five (35) standard letter-size, single-spaced, single column typewritten pages. Font size shall not be smaller than 12 points. Note: The following are NOT included in determining the length of the proposal: Tabs, Resumes, and Affidavits.

## SELECTION PROCESS

Floyd County Staff and Parks and Recreation Administration will evaluate all responsive proposals to determine which proposal best meets the needs of the County based on the evaluation criteria. Evaluation will be made by a Committee established for this purpose. Award will be based on a review of all information submitted and proposer references. Finalist may be asked to appear before an Evaluation Committee, if required. The County will negotiate with the first ranked proposer; if negotiations are not satisfactory to the County, then the County reserves the right to negotiate with the next ranked proposer and so forth. Floyd County at its sole discretion, may at any time during the evaluation process reinstate (bring back into the process) any proposer that has been removed from the process during any previous phase. The County reserves the right to accept or reject any or all proposals, or part(s) of proposals, to waive minor variations to specifications.



## CHECK LIST

- \_\_\_ Bidders Declaration Page
- \_\_\_ Certificate of Non Collusion
- \_\_\_ Contractor Affidavit
- \_\_\_ S.A.V.E. Compliance (if applicable)
- \_\_\_ Drug Free Workplace Certificate
- \_\_\_ W-9
- \_\_\_ Specification List(s) for Compliance and Exceptions and option pricing
- \_\_\_ Bid Page(s) (To be submitted in a separate sealed envelope)
- \_\_\_ 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 **2:00 PM March 12, 2020** 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: \_\_\_\_\_



## 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:	

Revised 08/22/2017

FLOYD 2017



**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Floyd County Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Numer

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
FLOYD COUNTY GEORGIA  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_\_\_ in 202\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

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

My Commission Expires:

\_\_\_\_\_  
(Notary Seal or Stamp Required)



**SAVE COMPLIANCE AFFIDAVIT**

**O.C.G.A § 50-36-1(e) (2) Affidavit**

By executing this affidavit under oath, as an applicant for a (n) Contract or Services, as referenced O.C.G.A. C. § 50-36-1, from the City of Rome, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) \_\_\_\_\_ I am a United State citizen.
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States
- 3) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.  
My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

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

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

\_\_\_\_\_.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Name of Applicant Printed

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:



**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: \_\_\_\_\_



**Appendix A**  
**FLOYD COUNTY**  
**STANDARD TERMS AND CONDITIONS**

1. **CHANGES:** No change will be made to this invitation except by written modification by the County Procurement Office. Requests for interpretation or changes must be in writing and received at least five (5) calendar days prior to the time set for opening of the bids.
2. **DELIVERY TIME:** Specify on Bid Schedule the delivery time you are able to meet for items listed in Bid Schedule. Failure to meet stated delivery times may be grounds for cancellation of order.
3. **BID ACCEPTANCE TIME:** Bids requiring acceptance by the county in less than sixty (60) calendar days could be rejected, unless so stated on "Bidder's Response Page" and accepted by the county.
4. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of sixty (60) days after time has been called on the date of opening.
5. **SUBSTITUTIONS:** When references are made in these documents to trade names or to the brand names of manufacturers, such references are made solely to designate and identify the quality of materials or equipment to be furnished and are not intended to restrict competitive bidding. If comparable materials or equipment of trade names or of manufactures' names which are different from those mentioned in the bid specifications are offered, the burden of proving equality of a proposed substitution rest on the submitting party and must be provided with the bid.
6. **AWARD:** For all contracts established through a Bid/Proposal the award will be made to the lowest responsible bidder meeting all specifications and whose bid is responsive to the Bid/Proposal. This is the bidder who submits the lowest price, whose bid meets the specifications, who agrees to contract terms and conditions with Floyd County, and who is clearly capable of performing the resulting contract. Therefore, the lowest responsible bidder will not always be the bidder who has submitted the lowest monetary bid.

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

9. **PAYMENT:** Upon inspection and acceptance of all items, amount due shall be paid within thirty (30) days of receipt of correct invoice, unless a shorter time is stated in the bid and accepted by the County (see #13 below). Submit invoice(s) with original signature of receiving County personnel to: Floyd County Board of Commissioners, 12 East 4<sup>th</sup> Avenue, Suite 106, Rome, Ga 30161
- 9.1: Itemize all invoices in full. Show payment terms. Be sure our Purchase Order number is on your invoice. Mail the original and one copy of your invoice to the address above.
- 9.2: Vendor must furnish delivery receipt with invoice identifying that this order has been delivered in accordance with specifications, quantities, and price as set forth on the purchase order. A Floyd County employee's signature must appear on the delivery receipt or invoice.
- 9.3: Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. A certificate will be furnished if requested. Floyd County is exempt from taxes but the successful bidder shall pay all taxes required of him by law and Floyd County cannot exempt others from tax.
- 9.4: Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (House Bill 837; 13 O.C.G.A. Chapter 11, et. seq.).
10. **INQUIRIES REGARDING PAYMENT:** All inquiries regarding payment of invoices are to be directed to: Floyd County Purchasing Department, 12 East 4<sup>th</sup> Avenue, Suite 1060, Rome, GA 30161.
- 10.1 DISCOUNTS: Prompt payment discounts offered for period of less than fifteen (15) days will not be considered in determining the low bidder.
11. **ANTI-DISCRIMINATION CLAUSE:** "Floyd County does not discriminate against any person because of race, color, religion, national origin, or disabilities in employment or service provided.
12. **TERMINATION:** Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this Invitation to Bid, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Board of Commissioners of Floyd County, Georgia on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the board in a public meeting and such action entered in the Official Minutes of the Floyd County Commission.
13. **APPROPRIATION OF FUNDS:** Initial contract and any continuation contract(s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County's obligations under said contract(s).
14. **REGULATORY AGENCIES:** Successful bidder will be responsible for all required permits or license required by any regulatory agency of the city, county, state or federal governments. Further, successful bidder will be responsible for meeting all requirements of any regulation(s) or guideline(s) of any of the said governments or any independent agency recognized by said governments as publisher of any such regulation(s) or guideline(s).
15. **INDEPENDENT CONTRACTORS:** The bidder represents to Floyd County that he is fully experienced and properly qualified to perform the functions provided for herein and that he is properly equipped, organized and financed to perform such functions. The bidder shall finance his own operations hereunder, shall operate as an independent contractor and not as the agent of Floyd County and nothing contained in this Invitation to Bid or a contract resulting from same shall be construed to constitute the bidder or any of his employees, servants or agents or subcontractors as a partner, employee, servant or agent of the county nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

16. ASSIGNMENT OF CONTRACTUAL RIGHTS: It is agreed that successful bidder will not assign, transfer, convey or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent of the county.
17. QUESTIONS: All questions concerning this invitation should be directed to Bill Gilliland at, [gillilandb@floydcountyga.org](mailto:gillilandb@floydcountyga.org) unless otherwise directed.
18. REJECTION OF BIDS/PROPOSALS: The Floyd County Board of Commissioner's reserves the right to reject any and all bids/proposals submitted in response to any solicitation, to reject any portion thereof, or to waive any minor irregularity or administrative requirement.
19. PAYMENT ON CONTRACTS: Payment for work completed will be made on monthly invoices at the contract price for units in place and accepted by the County.
20. SITE INSPECTION: Bidders should inspect the site to ascertain the nature and location of the work and the general conditions, which could affect the work or the cost thereof. The County will assume no responsibility for representations or understandings concerning conditions made by any of its Officers or Employees unless included in the Invitation to Bid/Proposal.
21. AFFIDAVIT: The bidder will be required to execute an Affidavit of Non-Collusion and submit it with Bid Documents.
22. EXECUTION OF CONTRACT: Subsequent to the award the successful bidder will be presented with a contract and other applicable forms. The successful bidder shall execute and return the contract and forms within ten (10) days of presentation together with the Payment Bond, Performance Bond, and Certificate of Insurance. If said documents are mailed to the successful bidder, the date of presentation shall be deemed the postmark date. The bid of the successful bidder and the Invitation to Bid shall be incorporated into the contract, except to the extent that this Invitation to Bid conflicts with the contract. In case the provisions of the contract differ from the Invitation, the contract shall have precedence. A sample of the contract is attached to these Bid Documents for review.
23. COMPLETION TIME: Project is to be completed within the time frame established in the Invitation to Bid and accepted by the County. Work shall be completed as bid, in the manner with the specifications bid.
24. CERTIFICATATE OF INSURANCE: Successful bidder will be required to furnish a certificate of liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the County. Certificate is to be submitted at the time the Contract is executed.
25. INSPECTION OF RECORDS: The records of the Procurement Office are open and accessible to the public in accordance with the provisions of the Georgia Open Records Act. Requests for inspection of records, must be in writing, must be reasonable, must contain sufficient information to facilitate retrieval, and must not interfere with the orderly operation of the Procurement Office.

Bidders/Offerors are cautioned that any documentation submitted with or in support of a bid or proposal will become subject to public inspection under the Georgia Open Records Act. Labeling such information "Confidential," "Proprietary," or in any other manner will not protect this material from public inspection upon request.

There will be a charge assessed to any vendor requesting copies of records.

Floyd County does not discriminate against any person because of race, color, religion, national origin, sex, age, or handicapped individuals in employment, services provided, or contracts awarded.

**\*\*SAMPLE AGREEMENT\*\***

**Floyd County, Georgia**

WITNESSETH

**THIS AGREEMENT**, made and entered into as of the 20th day of June 2020, by and between **Floyd County, Georgia**, a political subdivision of the State of Georgia, with address at 12 East 4<sup>th</sup> Ave., Rome, Ga. 30161 (hereinafter referred to as the “County”), and., (hereinafter referred to as the “Consultant”).

WHEREAS, the County desires to engage a qualified and experienced Consultant *to provide professional services for consulting services as detailed in RFP 20-0312*

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

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

**SECTION 1 – Employment of Consultant**

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

**SECTION 2 – Scope of Services as described more fully in Attachments**

2.1 Note: All expenses normally associated with the project such as in-house printing, travel to and from the site, and postage and deliverables to the Owner and/or Contractor are included in fee.

**SECTION 3 – Additional Services**

3.1 If authorized in writing by the County, the Consultant shall furnish or obtain from other additional services covered by this Agreement. Any such additional services furnished or performed by the Consultant shall be agreed upon by the County and the Consultant prior to implementation.

3.2 Failure of the Consultant to secure written approval from the County prior to furnishing any additional services beyond those described in Section 2 shall relieve the County of any financial obligation to pay for such services.

**SECTION 4 – Period of Services**

4.1 The completion schedule for each phase or work task of the project shall be mutually agreed upon by the County and the Consultant prior to written authorization to proceed being issued by the County. Time is the essence of this Agreement.

4.2 The effective date of this Agreement shall be the date said Agreement is signed by the Floyd County Commission Chairman. This Agreement may terminate at the close of each calendar year without further obligation for payment by the County if it is determined that O.C.G.A. Section 36-60-13 and/or Section 7.2 applies to this Agreement.

4.3 Unless this Agreement is terminated as provided in Section 6, the Consultant will be obligated to render services hereunder for a period which may reasonably be required for the design, award of contracts, and construction of any current task order, including extra work and any required extension thereto.

## **SECTION 5 – Compensation for Consultant Services**

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

## **Section 6 – Termination**

- 6.1 The obligation to provide further services under this agreement may be terminated by either party upon seven (7) days' written notice in the event of failure by the other party to perform in accordance with the terms hereof, and said other party does not cure such failure within the seven (7) day period, in addition, at the convenience of the County.
- 6.2 The event of termination of the County upon the completion of any phase of the task order, progress payments due the Consultant for services rendered through such phase shall constitute a total payment of such services. In the event of such termination by the County during any phase of the work task order, the Consultant will be paid for services rendered during that phase to date of termination.
- 6.3 The County may terminate this Agreement for convenience at any time by notice in writing to the Consultant. If the Agreement is terminated by the County as provided in this Article 6.3, the Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the

Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

### **Section 7 – Successors and Assigns**

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

### **Section 8 – Indemnification/Limitation of Liability**

- 8.1 Consultant shall carry Workers' Compensation and Comprehensive General Liability Insurance in such form as to protect Consultant and County, its directors and officers, and the agents and employees of the Consultant as additional insured from any claims or damages for bodily injury, including death and any damage to property which may arise from negligent acts or omissions of Consultant under this Agreement. Consultant shall provide County with a certificate of liability insurance in an amount of not less than \$1 million per occurrence/\$2 million annual aggregate to protect the County (for bodily injury, including death, and property damage). Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the Consultant and shall not be canceled or materially reduced without thirty (30) days prior notice to Count (ten 10 days in event of cancellation due to non-payment of premium).
- 8.2 Consultant hereby indemnifies and holds County, its directors, officers, agents and employees, harmless against any and all claims, actions, or demands against County, its directors, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, for injury to or death of any person and for loss of or damage to any and all property, arising out of the acts or omissions of Consultant under this Agreement.
- 8.3 Consultant is to maintain Professional Errors & Omissions insurance for \$1,000.000.00 per claim.

### **Section 9 - Standards**

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

### **Section 10 – Ownership of Documents**

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

## Section 11 - Records

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

## Section 12 – Title VI

- 12.1 In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, \*\*blank\*\* agrees that, during performance of the Agreement, \*\*blank\*\*, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, \*\*blank\*\* agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under the Agreement.

## Section -13 Governing Law

- 13.1 The Contract shall be governed by the laws of the State of Georgia.

## Section 14 – E-Verify

- 14.1 It is the policy of Client that unauthorized aliens shall not be employed to perform work on Client contracts involving the physical performance of services. Therefore, Client shall not enter into a contract for the physical performance of services within the State of Georgia unless:

- (1) \*\*blank\*\* shall provide evidence on Client-provided forms, attached hereto as Exhibits “B” and “C” (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and \*\*blank\*\* subcontractors have conducted a verification, under the federal Employment Eligibility Verification (“EEV” or “E-Verify”) program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed, **or**
- (2) \*\*blank\*\* provides evidence that it is not required to provide an affidavit because it is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing as of the date when the contract for services is to be rendered.

\*\*blank\*\* hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit “B”, and submitted such affidavit to Client or provided Client with evidence that it is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, \*\*blank\*\* hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event \*\*blank\*\* employs or contracts with any subcontractor(s) in connection with the covered contract, \*\*blank\*\* agrees to secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit “C”, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, \*\*blank\*\* agrees to provide a completed copy to Client within five (5) business days of receipt from any subcontractor.

Where \*\*blank\*\* is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of \*\*blank\*\* and \*\*blank\*\* subcontractors' verification process at any time to determine that the verification was correct and complete. \*\*blank\*\* and \*\*blank\*\* subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract. Further, where \*\*blank\*\* is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no Client contractor or their subcontractors employ unauthorized aliens on County contracts. By entering into a contract with Client, \*\*blank\*\* and \*\*blank\*\* subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. \*\*blank\*\* failure to cooperate with the investigation may be sanctioned by termination of the contract, and \*\*blank\*\* shall be liable for all damages and delays occasioned by Client thereby.

\*\*blank\*\* agrees that the employee-number category designated below is applicable to \*\*blank\*\*. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

- \_\_\_ 500 or more employees.
- \_\_\_ 100 or more employees.
- \_\_\_ Fewer than 100 employees.

\*\*blank\*\* hereby agrees that, in the event \*\*blank\*\* employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, \*\*blank\*\* will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

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

**FLOYD COUNTY, GEORGIA**

**Attest:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_



**BID FORM**  
(To be included in separate envelope)

**RFP PKG. "20-0312 - Consulting Services: Comprehensive Master Plan Proposals and Pricing"**

Total Cost \$ \_\_\_\_\_

Expected Completion Date: \_\_\_\_\_

All bids submitted shall be subject to acceptance or rejection and the Floyd County Board of Commissioners specifically reserves the right to accept or reject any or all bids, to waive any technicalities and formalities in the bidding.

\_\_\_\_\_  
Name of Individual, Partner  
or Corporation

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

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

\_\_\_\_\_  
Company phone number

**Please attach Company Contact's business card:**