

NEW CARROLL COUNTY JUDICIAL CENTER

**CARROLL COUNTY JUDICIAL CENTER SIGNAGE
AND WAY FINDING
(Solicitation 11-A009)**



Project Architect

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REQUEST FOR PROPOSAL
Solicitation No. 11-A009

CARROLL COUNTY JUDICIAL CENTER SIGNAGE AND WAY FIND

1. INTRODUCTION

1.1 Objective

The Carroll County Board of Commissioners requests proposals from interested and qualified signage companies to design and provide signage and way finding for the new Judicial Center. The Judicial Center is currently under construction and is scheduled to be completed in December of this year. The contractor shall design and provide materials/services necessary in the performance of this RFP.

1.2 Project Summary

This project consists of the design, furnishing and installation of signage and way finding at the New Judicial Center located at 323 Newnan Street, Carrollton, Ga. The scope of this RFP shall be performed at appropriate times with adequate staff levels, coordinated with on-site construction, to meet the project schedule listed below.

1.3 Proposal Certification

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

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

1.4 Schedule of Events

The following is the required schedule of events for this project. The schedule may change depending on the results of the responses and a final schedule will be established prior to contracting with the successful contractor. Contractors shall include a proposed implementation schedule with their response.

<i>Event</i>	<i>Date</i>
<i>Release of RFP to Bidders</i>	March 17, 2011
Pre-Bid Meeting	March 24, 2011
Deadline for written questions	April 8, 2011
Answers to written questions by the County	Apr 13, 2011
Proposals Due Date	April 15, 2011
Evaluation of Responses	April 16 – Apr 28, 2011
Notice of Contract Award	May 4, 2011
Contract Administration and Notice to Proceed	May 15, 2011
Target Installation Dates*	December 2011

* Denotes dates are subject to change based upon status of construction, acceptance of construction by local authorities/inspectors, and/or Contractor's timetable to meet the above acceptance date.

1.5 Project Drawings

The project drawings are available on a FTP site. These drawings should be used in developing proposals.

Bidders can have access to these drawings by contacting Randy Smith at Gardner Spencer Smith Tench & Jarbeau, 404-522-8805, extension 231.

1.6 Restrictions on Communications

From the issue date of this RFP until a contractor is selected and the award is announced, Contractors are not allowed to communicate **for any reason** with any County staff or elected officials except: 1) through the Purchasing Manager named herein, 2) at the Pre-Proposal Conference or 3) as provided by existing work agreement(s). The County reserves the right to reject the submittal of any bidder violating this provision.

1.7 Pre-Proposal Conference

A Pre-Proposal conference will be held March 24, 2011 at 11:15 am. The location of the conference will be at the Public Works Building, 34 Horsley Mill Road, Carrollton, GA 30117.

1.8 Questions & Addenda

All questions concerning this RFP must be submitted via email to the Purchasing Manager, rbenedict@carrollcountyga.com, no later than 5:00 pm on April 8, 2011.

No response to inquiries other than written will be binding upon the County. Carroll County reserves the right to issue written addenda to any inquiries that alter the scope of the Request for Proposals. Addenda will be emailed to Plan Holders and posted on the County's website www.carrollcountyga.com, no later than Apr 13, 2011 at 5:00 PM. A signed copy of any addenda shall accompany submitted proposals. Proposers are advised to check the website for addenda before submitting their Proposals.

1.9 Definition of Terms

BOC – Carroll County Board of Commissioners

OCGA - Official Code of Georgia Annotated (State Statute)

Proposer - Respondent to this Request for Proposals

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

RFP - Request for Proposals

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

Contract Documents – The Contract Documents are defined as all Drawings, Specifications, Bulletins, Agreement Forms and Addenda issued through the completion of the project.

1.10 Contract Term

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

2. SCOPE OF WORK

Proposals shall include at least two options for signage design and proposed prices for those options. Signage proposed may be based upon a manufacturer's standard products

or custom designs. The minimum of two options should include a range of cost and quality.

Signage shall include a minimum of one sign per room and special signs at Department and Courtroom Entrance signs where indicated on the elevations and listed under “special signs”. The Department and Courtroom Entrance signs shall be applied metal individual letters attached to the walls where indicated on the elevations. Rooms and floors shall be as shown on the five floor plans that are available to Proposers. Proposals shall include designations on the floor plans locations and quantities of signs proposed. Drawings or catalog cut sheets of the proposed sign types shall be included.

Proposals shall be based upon full completion of the work within the required schedule.

The signage firm will be responsible for the design and installation of the signage package. The project manager will function as advisor to the owner and the architect during the design phase, advising with respect to constructability, schedule, cost, detailing, value engineering, and any other areas in which design expertise is valuable.

The proposed signage designs and products and prices shall be a part of the selection criteria and shall be the basis of the design process. The signage company will provide the design of the signage package. The project manager will participate in the process as advisor, providing the design team with information as appropriate to keep cost and schedule within established project parameters. Before the completion of the design documents, the signage company will provide a guaranteed maximum price (“gmp”) for the project based upon documentation available at that time, including drawings and descriptive specifications prepared during the design phase. The signage company has the responsibility of insuring that all installation is provided within the gmp. The signage company, as a member of the project team, will work with the owner and architect to establish and maintain, through the complete duration of the project, a gmp that does not exceed the owner’s signage budget, including contingencies.

3. MANDATORY REQUIREMENTS

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

3.1 Proposal Requirements

- a. A transmittal letter that states the Proposal is submitted in response to **RFP “Carroll County Judicial Center Signage and Way Finding”**. Letter must be signed by a person authorized to enter into a contractual agreement on behalf of the submitting firm. Name, title, email address and phone number shall be included for a contact person.
- b. Completed Bidder’s Certification (Attachment A)

- c. Completed Pricing Form (Attachment B) that addresses all elements of the Scope of Work referenced in Section 2 of this RFP.
- d. Qualifications Information requested in Section 4 of this RFP.
- e. Certificate of Insurance.
- f. Completed Attachments C, D and E.
- g. 5% Bid Bond

3.2 Pricing Form

The Pricing Form is included in this RFP as Attachment B.

- a. All blank spaces on the pricing form shall be filled. The proposal sum shall be stated in both writing and in figures. The Pricing Form shall not be altered. An improperly or partially completed form shall be grounds for rejection of the entire proposal.
- b. The Pricing Form shall be signed as follows:
 - i. If the Proposer is a corporation, the form shall be signed in the name and under the seal of the corporation by a duly authorized officer of the corporation, with the designation of Proposer's official capacity, and properly attested. The form shall show the state in which the corporation is chartered.
 - ii. If the Proposer is a partnership, the form shall be signed by a general partner in the name or style under which the organization is doing business. Name and address of each member of the partnership shall be shown on the form.
 - iii. If the Proposer is an individual, Proposer shall sign the form in person, and state the name or style, if any, under which Proposer is doing business.
 - iv. In every case, the form shall show the present business address of the Proposer, at which address communications will be received and service of notices accepted.
 - v. The name of each person signing the form shall be typed or printed below Proposer's signature.

4. QUALIFICATIONS INFORMATION

- 4.1** Qualifications information together shall not exceed 20 pages. Provide the following qualifications information:
- a. Business location and officers of the firm (company background).
 - b. Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.
 - i. If a public company, include a recap of the most recent audited financial report.
 - ii. If a private company provide a recap of the most recent internal financial statement; and a letter, on the financial institution's letterhead, stating financial stability.
 - c. Business Litigation
 - i. Disclose any involvement by the organization or any officer or principal in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition.
 - d. Resumes of key personnel proposed to participate in the project including education background and employment history.
 - e. A complete list of all relevant work performed for public entities within the last five (5) years, including contact names and telephone numbers.
 - f. Copies of manufacturer installer certificates. Contractors must be certified resellers of the products they provide and install (if applicable to proposal).
 - g. Logistics Plan. Proposers shall submit a brief description of proposed site management logistics including the following items:
 - i. Contractor's on site staffing, number of personnel and their primary duties.
 - ii. Space requirements for on-site materials storage.
 - iii. List of proposed subcontractors.
 - h. As the above items are to be considered in selection of the Contractor, submission of this information shall be binding on the Contractor and shall not be changed without agreement in writing from the Owner.

5. PROPOSAL SUBMISSION AND EVALUATION

5.1 Preparation of Proposal

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

5.2 Packaging of Proposal

a. Mark the outside of the shipping package as follows:

“RFP Carroll County Judicial Center Signage and Way Finding”

b. Inside the shipping package, the proposal must be divided into two separate and appropriately labeled and sealed packages - a **Qualifications Proposal** and a **Financial Proposal**. The inner packages shall be labeled accordingly with the submitting firm’s name.

i. The contents of the sealed, inner package labeled **“Qualifications Proposal”** will include an original and five (5) copies of each of the following:

- Transmittal letter referenced under Section 3.1.
- Bidder’s Certification (Appendix A)
- All qualifications information referenced under Section 4 of this RFP
- Proof of Insurance

*** Do not include price information of any kind in the Qualification Package**

ii. The contents of the sealed, inner package labeled **“Financial Proposal”** will include an original and five (5) copies of each of the following:

- Completed Pricing Form (Appendix B)
- Bid Bond
- Completed Attachments C, D and E.

Note: Failure to comply with these packaging procedures may result in disqualification.

5.3 Submission of Proposals

Proposals will be received by the Carroll County Purchasing Manager until 3:00 PM on April 15, 2011. The original and five (5) copies must be mailed, hand-delivered, or express mailed to:

**Russ Benedict, Purchasing Manager
Carroll County Purchasing Department
423 College Street, Room 410
Carrollton, GA 30117**

It is the sole responsibility of the respondents to ensure that their proposals arrive by the specified date and time. **Any submission received after the due date and time will not be evaluated.**

Note: Many express mail services do not guarantee overnight delivery times to Carroll County. Any proposal received after the due date and time will not be opened.

5.4 Evaluation Process

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

a. Administrative Review

The proposals will be reviewed by the Project Manager for the following administrative requirements:

- i. Submitted by deadline.
- ii. Separately sealed Qualifications Proposal and Financial Proposal
- iii. All required documents have been submitted in accordance with the RFP.
- iv. Qualifications Proposal does not include any financial information
- v. All documents requiring an original signature have been signed and are included.

5.5 Mandatory Requirements Review

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

5.6 Qualifications Proposal Evaluation

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

Company Background	10
Financials	5
Litigation	5
Personnel Qualifications	20
Relevant Work	20
Contractor Certifications	20
Logistics	<u>20</u>
Total Points	100

5.7 Financial Proposal Evaluation

The Financial Proposals from bidders not eliminated during the qualification proposal evaluation will then be reviewed to determine which proposal is in the best interest of the County.

5.8 Oral Presentations

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

5.9 Selection of Proposal

Upon completion of the evaluation process, the Board of Commissioners will select the proposal that is in the best interest of Carroll County. Proposed price will be a consideration, but not the determining factor in the selection. The overall package will be considered.

5.10 Rejection of Proposals/Cancellation of RFP

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

6. TERMS AND CONDITIONS

6.1 RFP Amendments

The County reserves the right to amend this RFP prior to the proposal due date. Any interpretation, correction, or change of the RFP will be made via ADDENDUM. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and The Vendors shall not rely upon such interpretations, corrections, or changes. Addenda will be emailed to all vendors on the Plan Holders List as well as posted on the County's website at www.carrollcountygga.com prior to the date and time given above. It is the Proposer's responsibility to determine whether all addenda have been received. All addenda shall be included in the completed Pricing Form submitted as part of the final Financial Proposal.

Any interpretation, correction, or change of the RFP will be made via ADDENDUM. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and The Vendors shall not rely upon such interpretations, corrections, or changes. Addenda will be emailed to all vendors on the Plan Holders List as well as posted on the County's website . Addenda will be issued as expeditiously as possible. It is the responsibility of The Vendors to determine whether all addenda have been received

6.2 Agreement and Project Forms

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

6.3 Proposal Withdrawal

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

6.4 Cost for Preparing Proposals

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

6.5 Conflict of Interest

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

6.6 Contractor Selection

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

6.7 Negotiations with Apparent Winner

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

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

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

6.8 Taxes

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

6.9 Compliance with Laws

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

6.10 Cancellation for Cause

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

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

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

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

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

6.11 Condition of Materials

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

6.12 Rejection of Submissions/Cancellation of Request for Proposals

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

6.13 Non-discrimination

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

6.14 Payment

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

6.15 Insurance

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

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

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

- a. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$1,000,000.00 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue or any statute or law in force within the State of Georgia, or which may be herein after enacted.
- b. The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor, its sub-contractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required
- c. The Contractor agrees to maintain Automobile Liability Insurance in an amount of not less than \$500,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
- d. The Contractor further agrees to protect, defend, indemnify, and hold harmless Carroll County, its commissioners, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this RFP.
- e. The Contractor shall notify the County, in writing, sixty (60) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the County.
- f. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination.

- g. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons under its direct employment and of the sub Contractors and any persons employed by the sub Contractor.
- h. The Contractor and all sub Contractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.
- i. If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the County may be considered. The Contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

6.16 Bonding

- a. **Bid Bond**

A 5% Bid Bond is required for this project and shall be part of the proposal.

- b. **Performance and Payment Bonding**

Within ten (10) working days after notice of award, The successful bidder is required to have a valid Performance and Payment Bond in force covering the work performed up to the acceptance by The County and shall furnish to The County a certificate of the Bond. The Bond must be in the amount of one hundred (100) percent of the Contract amount, guaranteeing to The County the completion and performance of the work covered in such as well as full payment of all suppliers, agents, laborers, or subcontractors employed in the performance of the project. Such Bond shall be in a form and with a surety acceptable to The County and shall provide for the protection of all persons supplying labor or materials used for the performance of the work. Contracts will not be issued until 100 percent payment bond is received.

The contractor agrees to keep such Bond, or a replacement thereof, in force at all times during the course of the performance under this project. In addition to the foregoing requirements, such bond shall contain provision, whether by attaching endorsements or supplemental agreements, guaranteeing to The County the successful completion of the

project. The contractor may comply with the requirements of this provision by causing said Bond to specifically name The County as one of the parties to whom the protection afforded by said Bond is extended or, as an alternate, may furnish The County with a separate Performance Bond meeting the same criteria.

c. **Qualification of Surety**

The Bid, Performance and Payment Bonds must be executed by a Surety Company of recognized standing, authorized to do business in the State of Georgia and having a resident agent in the State of Georgia. The Surety Company shall hold a current certificate of authority as acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision.

6.17 Project Coordination

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

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

6.18 Accuracy of Work

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

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

The Contractor shall be responsible for errors and omissions and save harmless the County and its agents as provided in this Agreement.

6.19 Ownership

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

6.20 News Releases by Contractor

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

6.21 Severability/Cancellation

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

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

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

6.22 Drug Free Workplace

By submission of a Proposal, the Contractor certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

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

6.23 Assignment of Contractual Rights

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

6.24 Indemnity

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

6.25 Appropriation of Funds

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

6.26 Documents Deemed Part of Contract

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

R. Benedict
Purchasing Manager
(770) 830-5868
rbenedict@carrollcountyga.com

ATTACHMENT A
BIDDER'S CERTIFICATION
Carroll County Judicial Center Signage and Way Finding

DATE OF PROPOSAL _____

I CERTIFY THAT THIS PROPOSAL IS SUBMITTED WITHOUT PRIOR UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY CORPORATION, FIRM OR PERSON SUBMITTING A PROPOSAL FOR THE SAME GOODS/SERVICES AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I UNDERSTAND THAT COLLUSIVE BIDDING IS A VIOLATION OF STATE AND FEDERAL LAW AND CAN RESULT IN FINES, PRISON SENTENCES AND CIVIL DAMAGES AWARDS. I AGREE TO ABIDE BY ALL CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

BIDDER INFORMATION
(TYPE OR PRINT)

NAME AND MAILING ADDRESS
(WHERE TO SEND PAYMENT)

NAME OF COMPANY

NAME OF COMPANY

ADDRESS

ADDRESS

CITY, STATE, & ZIP CODE

CITY, STATE, & ZIP CODE

PHONE NUMBER

PHONE NUMBER

FAX #

EMAIL ADDRESS

_____ OR _____
TAX ID NUMBER SOCIAL SECURITY NUMBER

NAME & TITLE OF PERSON AUTHORIZED TO SIGN

NAME _____

SIGNATURE _____

TITLE _____

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

ATTACHMENT B

PRICING FORM

Carroll County Judicial Center Signage and Way Finding

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TITLE: _____

<u>ITEM</u> _____	<u>UNITS</u> x	<u>UNIT PRICE</u>	=	<u>TOTAL PRICE</u>
DESIGN				_____
FABRICATE AND INSTALL:				
A. OFFICE/ ROOM # SIGNS	_____	_____		_____
B. DEPARTMENT AND COURTROOM ENTRANCE SIGNS	_____	_____		_____
C. OTHERS AS RECOMMENDED BY BIDDER	_____	_____		_____
		TOTAL BID		_____

Appendix C



Affidavit Verifying Status for a Carroll County Public Benefit Application

By executing this affidavit under oath, as a bidder for REQUEST FOR PROPOSAL or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my proposal for 11-A009 – CARROLL COUNTY JUDICIAL CENTER SIGNAGE AND WAY FINDING for _____ [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity], a representative for _____ [Name of business or corporation].

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ Date: _____

Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20____ * _____
Alien Registration number for non-citizens

Notary Public
My Commission Expires:

***Note:** O.C.G.A. § 50-36-1 (e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provided their alien registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Appendix D



**CONTRACTOR AFFIDAVIT AND AGREEMENT (E-VERIFY)
RFP 11-A009 – CARROLL COUNTY JUDICIAL CENTER SIGNAGE AND WAY FINDING**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individuals, firm, or corporation which is contracting with the Carroll County Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Carroll County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Carroll County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number

Company Name

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20__.

Notary Public
My Commission Expires:

Appendix E



**SUBCONTRACTOR AFFIDAVIT AND AGREEMENT (E-VERIFY)
RFP 11-A009 – CARROLL COUNTY JUDICIAL CENTER SIGNAGE AND WAY FINDING**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individuals, firm, or corporation which is engaged in the physical performance of services under a contract with _____ on behalf of the Carroll County Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

E-Verify * User Identification Number

Company Name

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20__.

Notary Public
My Commission Expires:
