



Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

April 14, 2023

Subject: Request for Proposals #2240-P: Fayette County Justice Center Buildout – Architectural & Engineering Services

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a proposal for an architectural and engineering (A&E) services for buildout of the existing Fayette County Justice Center, in accordance with the information contained herein.

A mandatory pre-proposal meeting will be held **Thursday, May 4, 2023, at 11:00 a.m. at 1 Center Drive, Fayetteville, GA 30214**, to provide an opportunity for you to become more familiar with the project, and to ask questions. The County invites interested participants to attend. Attendees shall meet at the Clerk of Court Conference Room on the first floor of the Justice Center. Companies that attend will be invited to submit proposals.

Questions concerning this request for proposals should be addressed to Natasha Duggan, Contract Administrator, in writing via email to nduggan@fayettecountyga.gov or fax to (770) 719-5534. Questions will be accepted until **3:00 p.m., Friday, May 12, 2023**.

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Please return your response to the following address:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

Request for Proposals: 2240-P

Request for Proposals: Fayette County Justice Center Buildout – Architectural & Engineering Services

Your envelope *must* be sealed and should show your company's name and address.

Proposals will be received at the above address until 3:00 p.m., Thursday, May 25, 2023, in the Purchasing Department, Suite 204. Proposals must be received by the due time and date. The proposals will be opened at this time. Proposals must be signed to be considered. Late proposals cannot be considered. Faxed or emailed proposals cannot be considered.

If you download this request for proposals from the County's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The County cannot not be responsible for a vendor not receiving information provided in any addendum.

Thank you for participating in the solicitation process.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess", is written over a large, light blue oval shape.

Ted L. Burgess
Director of Purchasing

GENERAL TERMS AND CONDITIONS

RFP #2240-P: Fayette County Justice Center Buildout – Architectural & Engineering Services

1. **Definitions:** The term "Contractor" as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term "successful offeror." The term "County" shall mean Fayette County, Georgia.
2. **Preparation of Offers:** It shall be the responsibility of the offeror to examine specifications, scope of work, schedule and all instructions that are part of this request for proposal. Failure to observe any of the instructions or conditions in this request for proposal may result in rejection of the offer.

All of the specifications and information contained in this request for proposal, unless specifically excepted in writing by the offeror and such exceptions being included with the offer, will form the basis of the contract between the successful offeror and the County. The offeror should take care to answer all questions and provide all requested information.

3. **Submission of Offers:** Offerors must submit their proposal, along with any amendments issued by the County, in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The offeror's company name,
 - b. The Request for Proposals (RFP) number, which is 2240-P and
 - c. The RFP Name, which is Fayette County Justice Center Buildout – Architectural & Engineering Services.

Price schedules shall be placed in an additional opaque sealed envelope, identified as the price schedule, and enclosed in the sealed envelope with the proposal.

Mail or deliver one (1) original, unbound proposal, signed in ink by a company official authorized to make a legal and binding offer, and five bound paper copies, and a copy **without pricing** on one flash drive to:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

Request for Proposals: 2240-P

Request for Proposals: Fayette County Justice Center Buildout – Architectural & Engineering Services

4. **Timely Receipt:** Offers not received by the time and date of the scheduled proposal opening will not be considered, unless the delay is a result of action or inaction of the County.
5. **Open Offer:** To allow sufficient time for a contract to be awarded, the offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening until the date of contract award unless this timeframe is specifically excepted to in your offer.

6. **Corrections or Withdrawals:** The offeror may correct a mistake or withdraw a proposal before the proposal opening date by sending written notification to the Director of Purchasing. Proposals may be withdrawn after the opening only with written authorization from the Director of Purchasing. In case of a discrepancy between unit prices and extended prices, the unit price will govern unless the facts or other considerations indicate another basis for correction of the discrepancy.

The County reserves the right to waive any defect or irregularity in any proposal received.

7. **Trade Secrets – Confidentiality:** If any person or entity submits a proposal that contains trade secrets, an affidavit shall be included with the proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See Georgia law at O.C.G.A. § 50-18-72 (A)(34).
8. **Site Conditions:** Offerors are urged to visit the site to familiarize themselves with site conditions. Upon submission of an offer, it is understood that the offeror is acknowledging his acceptance of all site conditions.
9. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any proposal you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a county contract for a period of up to three years.

10. **Evaluation of Offers:** The evaluation of offers and the determination as to acceptability of services offered shall be the responsibility of the County. Accordingly, to ensure that sufficient information is available, the offeror may be required to submit literature, samples, or other information prior to award. The County reserves the right to obtain clarification or additional information from any firm regarding its proposal. The County reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the owners. The County further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.
11. **Non-Collusion:** By responding to this request for proposals, the offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other offeror submitting a separate response to this request for proposals and is in all respects fair and without collusion or fraud.

12. **Ability To Perform:** The offeror may be required, upon request, to provide to the satisfaction of the County that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the County, the County may reject the offer.
13. **Notice to Proceed:** The County shall not be liable for payment of any work done or any costs incurred by any offeror prior to the County issuing a written notice to proceed.
14. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the contract.
15. **Payment Terms:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the awarded contract, and both parties must agree on such deviation.
16. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
17. **Indemnification:** The contractor shall indemnify and save the County and all its officer, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the contractor or other persons employed by or utilized by the contractor in the performance of the contract. The contractor shall pay any judgment with cost which may be obtained against the County growing out of such damages, losses, or expenses, but only to the extent such damages, costs and expenses are adjudicated to have been caused by or resulted from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.
18. **Non-Assignment:** Assignment of any contract resulting from this request for proposals will not be authorized, except with express written authorization from the County.
19. **Insurance:** The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits set forth as follows:
 - **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - **Worker's Compensation:** Workers Compensation as required by Georgia statute.

- **Professional Liability (Errors and Omissions) Insurance:** \$2,000,000 limit per claim and aggregate.

Before a contract is executed with the successful offeror, the successful offeror shall provide Certificates of Insurance for all required coverage. The successful offeror can provide the Certificate of Insurance after award of the contract but must be provided prior to execution of the contract document by both parties. Certificates shall list an additional insured as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

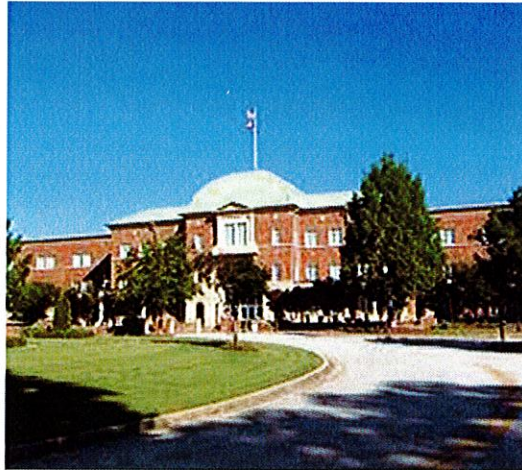
20. **Termination for Cause:** The County may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the County's rights or remedies by law.
21. **Termination for Convenience:** The County may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the County will pay the contractor for services performed. The County will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.
22. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
23. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

SCOPE OF SERVICES

RFP #2240-P: Fayette County Justice Center Buildout – Architectural & Engineering Services

OBJECTIVE

Fayette County, Georgia is seeking architectural and engineering (A&E) services for buildout of the existing Fayette County Justice Center, located at 1 Center Drive, Fayetteville, Georgia 30214.



INTRODUCTION

Fayette County is situated approximately 25 miles south of Atlanta, Georgia.

The Fayette County Justice Center opened for business in 2003. The original project included the Justice Center, an expansion to the adjacent Fayette County Jail and the renovation of the Fayette County Annex building to become the new home for the Fayette County Sheriff's Office.

The Fayette County Justice Center was constructed as a 3-story facility with approximately 153,000 sq. ft. of total floor space. To date, all the departments occupying the building have been located on the 1st and 2nd floors. The 3rd floor was intentionally left unfinished and vacant with the intent of providing approximately 47,000 sq. ft. of available space for future expansion of the court system without the need for constructing a new building. The vacant 3rd floor did include completion of elevator and stairwell access from the lower floors as well as provisions for a temporary external construction elevator for dedicated access during the anticipated future buildout scenario. This provision was intended to allow movement of construction materials and workmen to and from the 3rd floor while minimizing disruption of the working floors below.

The Justice Center is the home to the Fayette County Court System. This system contains multiple courts, support offices, complementary departments, jury and grand jury facilities, security forces, record storage for legal, property and personal information and provides services to the public for personal business such as select licenses and permits. The occupants of the Justice Center currently include:

Superior Court
State Court
Magistrate Court
Juvenile Court
Probate Court

District Attorney's Office
Solicitor General Office
Constable's Office
Clerk of Court (Legal and Real Estate)
Court Services (Security - Sheriff's Office)

Building Engineer

As stated above, all the departments and offices are currently located on the first and second floors of the Justice Center. The third floor is unfinished and vacant.

STATEMENT OF NEED/SCOPE OF SERVICES

Growth within Fayette County since 2003 as well as growth and changes within the Judicial Circuit serving Fayette, Pike and Upson Counties has created the need for additional space within the Justice Center Complex. The intent of this project is to finish the vacant third floor and to renovate and repurpose some areas within the currently occupied first and second floors.

The *Fayette County Justice Center Buildout - Needs Assessment Report*, dated June 1, 2022, has been prepared to determine the future needs of the facility and to provide concept level guidance with respect to how the buildout design will best serve the court system. This report should be reviewed by all consultants responding to this Request for Proposal and is attached for that specific reference purpose (Attachment 1).

The Needs Assessment Report was prepared with direct involvement from all departments currently located within the Justice Center and a few that are planned to have office space within the building upon completion of the buildout project. The work done for preparation of the Needs Assessment Report resulted in development of Concept Floor Plans for buildout of the vacant third floor and for renovations necessary to portions of the first and second floors. Concept Floor Plans are attached and should be reviewed by all consultants responding to this Request for Proposal (Attachment 2).

These Concept Floor Plans are specific with respect to the future locations within the building for each department, courtrooms, offices, support offices, storage rooms, public access areas and other miscellaneous spaces. They may not be dimensionally precise and will need to be reviewed by the selected firm for conformance with typical architectural and engineering design standards and code compliance. However, it is expected that the final design will be fundamentally consistent with the layout and function provided to each department by the Concept Floor Plans. Revisions to this layout and/or function will require review and approval by the Owner and/or the Owner's Project Manager. David Jaeger, PE of Mallett Consulting, Inc. has been appointed Project Manager by the Owner. Specific inquiries during the RFP process shall be emailed to Natasha Duggan, Contract Administrator, nduggan@fayettecountyga.gov.

In addition to the statement of need discussed above, the following issues will be included in the scope of work for the selected design consultant:

- **Parking** – The current parking capacity appears to be adequate with significant unused capacity. However, a better monitoring of this issue is necessary once visitor numbers return to pre-pandemic numbers. Due to COVID-19 protocols, it has not been possible to observe the parking situation during heavy court calendar events such as multiple jury trials, grand jury gathering and busy Traffic Court proceedings during the preparation period for the Need Assessment Report. However, it is logical to conclude that the finishing of the 3rd floor will increase the parking needs beyond what is currently available. Therefore, Proposals for this project shall include the work required to evaluate the need for additional parking.

Additionally, if the evaluation recommends additional parking, there shall be a separate, line-item fee associated with the design and plan preparation necessary to expand the parking lot accordingly and shall be inclusive of all work typically associated with civil site design including

but not limited to layout plans, grading plans, storm sewer, site utilities, site lighting, landscaping, erosion-sediment-pollution control plans, ADA access/parking, paving, signage and striping and all related construction details. In the event that the parking capacity evaluation determines that additional parking is not required, work associated with the line-item civil site design fee will not be required and the fee shall be deleted from the overall contract amount.

- **Vehicle Access Limitations** – The current movement of traffic around the Justice Center exterior provides close proximity between the building and vehicle lanes. This presents a security risk to the building that shall be evaluated by the consultant. A conceptual solution to this issue would be to eliminate uncontrolled vehicle access along the front and sides of the building. Uncontrolled traffic flow could be routed around the “No Vehicle” area within existing paved access drives. A designated spot for delivery trucks and handicap dropoff could be provided at a safe distance from the building entrance. The former vehicle lanes closer to the building could be converted to pedestrian walkways. The evaluation, design and construction related plans for this modification shall be included in the proposal.
- **Improvement to the Secure Parking Lot** – The original Justice Center design included a fenced, gated “Judge’s” parking lot with a pass-card entrance to the ‘left’ rear corner of the building. The number of spaces within this lot is limited and does not currently provide enough parking for judges, department heads and other staff in need of a more secure entrance. The Buildout Project should provide additional secure parking as is reasonable and practical for the added safety of select staff. The consultant’s proposal shall include work required to evaluate this issue and provide design and plan preparation necessary for the improvements. The Project Manager will be responsible for communications with the Owner and/or Justice Center staff with respect to this evaluation and will approve the improvement concept prior to final design by the Consultant.
- **Systems Upgrades** – Since the Justice Center opened in 2003, there have been significant changes and improvements in technology. This applies to existing Building Security, Voice and Data systems, Cellular, and WIFI technologies. These systems currently function inadequately and in some cases have become obsolete making repair or replacement of equipment difficult or impossible. The Buildout Project scope shall include upgrades to each of these systems to bring them up to current state of the art capability and functionality. Evaluation and design of these upgrades systems shall be included in the Consultant’s proposal.
- **Furniture, Fixtures and Equipment** – With the Justice Center 3rd Floor currently unfinished, the Buildout Project Scope will need to anticipate the need for new furnishing upon completion of the third-floor construction. There will also be some additional furnishing needed within the spaces designated for renovation and repurposing on the 1st and 2nd floors. The Consultant’s proposal shall include preparation of Furniture, Fixtures and Equipment floor plans that will illustrate the furnishing of each space and can be used by the Owner for bidding and/or purchasing of the required furniture. The Project Manager will communicate directly with the Owner and/or Justice Center staff with regard to their specific furnishing needs and will provide

this information to the Consultant. FF&E acquisition will be handled directly by the Owner and will not be part of the construction documents prepared for Justice Center Buildout.

- **Remediation to the Inmate Tunnel** – The Justice Center and the adjacent Jail Facility are connected by an underground, concrete tunnel. This tunnel provides for secure movement of inmates between the Jail and the Justice Center courtrooms. Since constructed the tunnel has experienced repeated issues with subterranean water infiltration. Initial attempts to resolve this issue have been unsuccessful. The Consultant shall provide an evaluation, proposed remedy and construction specifications and details. The repair work necessary to implement the design remedy will be included in the Bid Documents and Construction Contract for the overall Buildout Project.

Summary of Proposed Departmental Layout upon completion of the Justice Center Buildout Project

3 rd Floor -	Superior Courts District Attorney's Office Public Defender's Office Food Service Lounge
2 nd Floor -	State Court Solicitor General's Office Juvenile Court Jury Assembly Grand Jury
1 st Floor -	Magistrate Court Constable's Office Probate Court Clerk of Court Court Services Building Engineer

Fayette County seeks the services of an A&E firm to provide the usual and customary services including but not limited to architectural, structural, mechanical, electrical, plumbing, civil, interior design, security systems, cellular, WIFI, voice and data systems. The contract shall begin no earlier than July 1, 2023.

The selected A&E firm shall provide evaluations, design services, cost estimates, construction documents, specifications, bid documents, design phase meetings with Owner and/or Project Manager, pre-bid conference, construction phase monthly pay request review, progress meetings and site visits, shop drawing review/approval, RFI review/response and limited contract administration support. As-Built drawings and specifications will be required at completion of the project. Fayette County shall own the Architectural and Engineering, civil and construction drawings to include specifications.

The A&E firm will be responsible for coordinating and submittal of all documents and information necessary to review/permitting by Fire Marshal and any other applicable local, state, or federal permitting authority. This shall include meetings, RFI request responses, plan revisions and similar duties necessary to achieve final approval. Fees required by permitting agencies, if necessary, will be paid by the Owner.

The A&E firm will work with the Project Manager during the design and construction phases to ensure that the building is built to all relevant codes, per the approved construction plans and specifications and in conformance with the Owner provided Concept Plans and Needs Assessment Report.

A&E firm Fee shall be broken down to include the following phases of work:

- Pre-Design/Assessment Phase (Includes Evaluation for Parking Expansion)
- Design and Permitting Phase
- Bid Solicitation, Award and Construction Contract Execution Phase
- Construction Phase
- As Built Drawings and Project Closeout
- Parking Expansion and related Site Improvements, if necessary (Design and Plan Production)

Payment shall be made to the A&E firm on a monthly basis, based on a % Complete for each fee category within the pay period. Invoices will be reviewed and approved by the Project Manager. Documents showing support of % complete for each pay period will be submitted for the Project Manager's review upon request.

Pre-Proposal Meeting/Site Visit

The Project Manager will conduct a mandatory Pre-Proposal Site Visit meeting to allow potential responders to visit and tour the Justice Center Facility. This intent of this meeting is to allow consultants to see the physical conditions of the project firsthand. It is not intended that this meeting include a questions and answer period. Consultant questions should be addressed by email such that answers can be shared with all potential responders. The Pre-Proposal Site Visit will be held on Thursday, May 4, 2023, at 11:00 a.m. Attendees shall meet at the Clerk of Court Conference Room on the first floor of the Justice Center.

Requests for Information/Clarification: Requests for information for this RFP shall be emailed to Natasha Duggan, Contract Administrator, nduggan@fayettecountyga.gov.

PROPOSAL RESPONSE REQUIREMENTS

Proposals must include the following, preferably in the order shown:

1. **Cover Page:** Include the Request for Proposal number (**#2240-P**) and title (**Fayette County Justice Center Buildout – Architectural & Engineering Services**). Also include the A&E firm's name, address, telephone number, fax number, and e-mail address.
2. **Table of Contents**
3. **Required Documents:**
 - a. Company information Page
 - b. Contractors Affidavit under O.C.G.A. 13-10-91(b)(1)
 - c. Certificate of Absence of Conflict of Interest
 - d. List of Similar Projects
 - e. Signed Addenda if any are issued

4. **Understanding and Approach:** State your understanding of the objectives of this project. Describe the approach you propose to take in addressing the needs as outlined in the Statement of Need / Scope of Services. Identify potential challenges you may face, and how you would resolve them. Describe any specialization or unique capabilities of your firm that may be beneficial in delivery of this project.
5. **Project Team:**
- Identify the key team members who would be assigned to this project (the project team may include personnel employed by the firm, or a mixture of personnel and outside consultants).
 - Include a resume for the key team members (the company's personnel and sub-consultants). Describe each key team member's experience with comparable projects, the role that each member played, and the expected role of each for this project.
 - Identify the main contact person for the project team.
6. **Firm's Expertise and Relevant Experience:** Provide a brief overview of your company, including its size and number of employees, corporate structure, legal status, number of years in business, background and history. Include the firm's experience in providing services similar and relevant to those described in this RFP.
- Demonstrate the Firm's experience and qualifications by listing three relevant or comparable projects, on the enclosed "List of Similar Projects" form, that were similar to the work addressed by this RFP. Projects within the last five years are preferred, but projects over five years old may be considered if relevant. The County reserves the right to contact any of the listed project owners to use as references.
7. **Proposed Schedule:** Timely completion of the project is important to the operation of the Fayette County Court System. Provide a design schedule including relevant milestones and timings for each phase as discussed above.
8. **Fees & Hourly Rates Schedule:** All fees and other price information shall be provided in a sealed envelope, separate from the response items described above.

Fees for the base A&E services shall be detailed in your pricing information as follows:

- Pre-Design/Assessment Phase (Includes Evaluation for Parking Expansion)
- Design and Permitting Phase
- Bid Solicitation, Award and Construction Contract Execution Phase
- Construction Phase
- As Built Drawings and Project Closeout
- Parking Expansion and related Site Improvements, if necessary (Design and Plan Production)
- Allowance for approved reimbursable expenses (mileage, printing, shipping, etc.)
- Total Fee

All fees or other prices shall be clearly identified as firm-fixed prices or not-to-exceed prices. Include not-to-exceed allowances for reimbursable or other charges that cannot be determined in advance.

Include a separate list of hourly rates to be used for other tasks that may be awarded during the term of project, if applicable.

EVALUATION CRITERIA

Award will be made to the firm whose proposal is most advantageous to the County, with price and other factors considered.

Technical Merit: Evaluation scores will be based 60% on technical merit of the proposal (please see items 4-7 in the Proposal Response Requirements section above), as follows:

	<u>Maximum points (60)</u>
i) Understanding and approach	20
ii) Project Team	15
iii) Firm’s expertise and relevant experience	20
iv) Proposed Schedule	5

Price: Twenty percent of your score will be determined by your proposed price, as compared to other responding entities. Proposed prices will be assigned points via use of a “variance” weighted method. The lowest offered price will earn the maximum number of points (20) for the Pricing portion of the score. Remaining price scores will be calculated based on the variance of their prices from the lowest offered price.

Interviews/Presentations: The County may, at its discretion, choose one or more of the best-scoring firms for an in-person interview or presentation. If more than one company makes a presentation, an adjustment to the previous score may be made, by up to a maximum of 20 points.

COMPANY INFORMATION

RFP #2240-P: Fayette County Justice Center Buildout – Architectural & Engineering Services

A. COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

Website (if applicable): _____

B. AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____ Fax Number: _____

C. PROJECT CONTACT PERSON

Name: _____

Title: _____

Phone Number: _____

E-mail Address: _____

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Name of Contractor

Fayette County, Georgia

Name of Public Employer

Date of Authorization

2240-P Fayette County Justice Center

Buildout – Architectural & Engineering Services

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 2023 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 _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

EXCEPTIONS TO SPECIFICATIONS

RFP #2240-P: Fayette County Justice Center Buildout – Architectural & Engineering Services

Please list below any exceptions or clarifications to the specifications of this RFP. Explain any exceptions in full.

[illegible]

COMPANY NAME: _____

LIST OF SIMILAR PROJECTS

RFP #2240-P: Fayette County Justice Center Buildout – Architectural & Engineering Services

Please list three relevant or comparable projects that have been completed within the last five years. Projects of similar size are preferable.

Project 1

Project Name	
Project Location	
Owner Name	
Owner Telephone & Email	
Date of Award	
Date of Completion	
Contract Amount (\$)	
Project Description	

Project 2

Project Name	
Project Location	
Owner Name	
Owner Telephone & Email	
Date of Award	
Date of Completion	
Contract Amount (\$)	
Project Description	

COMPANY NAME _____

LIST OF SIMILAR PROJECTS– continued
RFP #2240-P: Fayette County Justice Center Buildout – Architectural & Engineering Services

Project 3

Project Name	
Project Location	
Owner Name	
Owner Telephone & Email	
Date of Award	
Date of Completion	
Contract Amount (\$)	
Project Description	

COMPANY NAME _____

Certification of Absence of Conflict of Interest
For Development of Specifications or Scope of Work
RFP #2240-P: Fayette County Justice Center Buildout – Architectural & Engineering Services

Required for each contract or arrangement to prepare or develop specifications or requirements.
(O.C.G.A. § 36-80-28)

The undersigned Consultant, who is entering into a contract or arrangement with Fayette County, Georgia (the County) to prepare or develop specifications or requirements for an invitation for bids, request for proposals, purchase order, or any other type of solicitation for said County certifies that:

1. Consultant shall avoid any appearance of impropriety and shall follow all policies and procedures of the County, as may be related to the project.
2. Consultant discloses below any material transaction or relationship currently known to Consultant that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, that of the Consultant, or the Consultant's employees, agents or subsidiaries (Include past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest):

3. Consultant shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the contract or arrangement.
4. Consultant acknowledges that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County to seek injunctive relief in addition to all other legal remedies.

Signature of Contractor's Authorized Official

Printed Name & Title of Authorized Official

Date