



## Jackson County Board of Commissioners

67 Athens Street  
Jefferson, Georgia 30549  
Phone: (706) 367-6309  
Fax: (706) 708-2505  
Email: kmorris@jacksoncountygov.com

TO: Qualified Vendors

DATE: **March 27, 2024**

SUBJECT: Request for Proposal for GHMPO - Jackson County Transportation Plan Update

**Jackson County as a member of the Gainesville-Hall Metropolitan Planning Organization (GHMPO) is seeking proposals from firms or team of firms experienced in transportation planning to support Jackson County and GHMPO in an update of the 2019 Jackson County Transportation Plan.**

Attached hereto are the general conditions, technical specifications, and submittal format. The written requirements contained in this Request for Proposal (RFP) shall not be changed or superseded except by written addendum from Jackson County Purchasing Department. Failure to comply with the written requirements for this RFP may result in disqualification of the submittal by Jackson County. The current Jackson County Transportation Plan can be found by visiting Jackson County Government's website at:

<https://www.jacksoncountygov.com/653/Transportation-Plan>

Submittals are to be sealed, marked with the vendor's name and address and labeled: **RFP 240001 - GHMPO Jackson County Transportation Plan Partial Update** and delivered or mailed to:

Jackson County Board of Commissioners  
Attention: Purchasing Manager  
67 Athens Street  
Jefferson, GA 30549

no later than **Tuesday, May 7th at 10:00 AM.**

After the time and in a designated room and place, the names of the Companies submitting proposals will be publicly read. No further information will be read, discussed or provided until the evaluation of all submittals is completed. No extension of the bidding period will be made other than by a formal written addendum. A qualified interpreter for the hearing impaired is available upon request at least 10 (ten) days in advance of the proposal receipt date. Please call (706) 367-6312 for more information for the hearing impaired. This service is in compliance with the Americans with Disabilities Act (ADA). Jackson County reserves the right to reject any and all submittals, to waive any technicalities or irregularities and to award contracts based on the highest and best interest of Jackson County.

**Inquiries regarding this Request for Proposal (RFP) should be made in writing to Kenneth Morris, Purchasing Manager at phone number (706) 367-6309, by fax at (706) 708-2505, or by email [kmorris@jacksoncountygov.com](mailto:kmorris@jacksoncountygov.com). Please also include the following representatives on all email communications:**

- **Jamie Dove, Jackson County Public Development Director ([jdove@jacksoncountygov.com](mailto:jdove@jacksoncountygov.com))**
- **Joseph Boyd, GHMPO Transportation Planning Director ([jboyd@hallcounty.org](mailto:jboyd@hallcounty.org))**
- **Michael Haire, GHMPO Transportation Planning Manager ([mhaire@hallcounty.org](mailto:mhaire@hallcounty.org))**

JACKSON COUNTY BOARD OF COMMISSIONERS

*REQUEST FOR PROPOSALS*

**FOR**

**GAINESVILLE-HALL METROPOLITAN PLANNING ORGANIZATION  
(GHMPO)**

**JACKSON COUNTY TRANSPORTATION PLAN UPDATE**

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

**TUESDAY, MAY 7th AT 10:00 AM EST**

JACKSON COUNTY BOARD OF COMMISSIONERS  
ATTENTION: PURCHASING MANAGER  
67 ATHENS STREET  
JEFFERSON, GA 30549

**RFP # 240001**

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THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED DATE AND TIME  
WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

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**Request for Proposals (RFP) #240001**  
**Gainesville-Hall Metropolitan Planning Organization (GHMPO)**  
**Jackson County Transportation Plan Update**

The Jackson County Board of Commissioners (the County) as a participant member of the Gainesville-Hall Metropolitan Planning Organization (GHMPO) requests proposals from firms or team of firms experienced in transportation planning to update the Jackson County Transportation Plan completed in 2019. Upon completion of a review of proposals received, the County anticipates awarding a contract for services. Attached hereto are the general conditions, technical specifications, and submittal format.

Proposal submittal documents may be obtained by going to the Jackson County Bids & Purchasing website at <https://www.jacksoncountygov.com/334/Jackson-County-Bid-Information>, then selecting the Bid Opportunities link located at the bottom of the page. You may also contact Jackson County Purchasing Office at 67 Athens Street, Jefferson, GA 30549, or via Phone 706-367-6309 to obtain the information at no charge. **This is the only official release site for this request for proposals or any addenda that may be issued for same.**

All proposals will be evaluated in accordance with applicable Jackson County rules, regulations and laws. This bid will be evaluated using a multi-step process. The first step is to evaluate “**proposal**” submissions. Factors to be considered in the evaluation include: ability of the professional staff, approach to projects, experience in similar projects, performance in past projects and references for same services. This step will result in a “shortlist of qualified firms”. During the evaluation process, the selection committee and the County reserve the right, when it may serve the County’s best interest to request information or clarification from proposers or to allow corrections of errors or omissions. Once the “short list” is compiled, the second step is to evaluate “**cost proposal**” which should have been submitted at the same time in a **separate sealed envelope**. The firms short listed will be invited to interview with the committee.

Bid Bond, Payment Bond and Performance Bond will not be required. Successful bidder will be required to provide insurance in the amount of at least (\$1,000,000.00) one million dollars as required by paragraph 17 of the “terms and conditions” of these documents.

Your submittal must have a signature in its “original form”. Jackson County suggests you provide a “cover letter” to submittal to ensure this. Please submit seven (7) hard copies and one (1) copy in digital format on a thumb drive, either in Microsoft Word or PDF format.

No bid may be withdrawn for a period of (60) sixty days after time has been called on the date of opening.

The County reserves the right to retain all proposals submitted and use any idea(s) in a proposal regardless of whether that proposal is selected. The County shall have the right to waive any informality or irregularity in any bid received.

The County shall reserve the option to reject any or all bids, in whole or part, or to select any bidder to complete the described Work. Award of Contract will not be solely based on low bid, but also on quality, references and other subjective criteria as the County may deem necessary and determine at its sole discretion. The Undersigned Bidder expressly understands that his proposal may be rejected by the County for any reason without liability on part of the County to the Undersigned Bidder.

All technical questions should be directed to Jackson County Public Development Director, Jamie Dove, at Phone number: (706) 367-8952 and email [jdove@jacksoncountygov.com](mailto:jdove@jacksoncountygov.com) or GHMPO's Transportation Planning Manager, Michael Haire, 2875 Browns Bridge Road, Gainesville, GA 30504, phone number: (770) 297-2604, fax number: (770) 531-3902 and email: [mhaire@hallcounty.org](mailto:mhaire@hallcounty.org). Any questions regarding the submission of the Proposal Documents should be directed to Kenneth Morris, Purchasing Manager at [kmorris@jacksoncountygov.com](mailto:kmorris@jacksoncountygov.com) or 706-367-6309.

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## **Project Introduction**

Jackson County, as a participating member of the Gainesville-Hall Metropolitan Planning Organization (GHMPO), is seeking proposals from firms or team of firms experienced in traffic engineering to support GHMPO in creating a partial update to the Jackson County Transportation Plan. The Scope of Service for the work is attached as Exhibit A and provides information regarding the level of effort required as well as specific tasks to be accomplished.

Jackson County intends to award an initial contract or contracts in June 2024. Interested firms should submit a proposal that addresses the factors listed below and the scope of services in Exhibit A. The Consultant must provide a detailed breakdown of the proposed budget in the format of Exhibit B. All work activities should be completed by June 30, 2025. The successful firm should be prepared to begin work immediately. Jackson County reserves the right to award all or part of the available funds for this project.

Proposals must include the following information:

1. Name of lead firm and any sub-consultants.
2. Point of contact (name, title, phone number, mailing address, and email address) at lead firm.
3. Description of relevant experience on projects of this type.
4. Qualifications and technical competence of consultant/or sub-consultants in the type of work required.
5. Description of experience in similar projects including a list of at least three references within the past 5 years, with current contact information.
6. Listing of key project personnel and their qualifications.
7. Geographic location of the consultant's office performing the work.
8. A detailed description of the technical approach proposed for accomplishment of the work.
9. A proposed schedule and work plan for the accomplishment of the work described in Exhibit A.
10. Proposed project budgets in the format of Exhibit B to this RFP.
11. Any other pertinent information.

The review of written proposals will be based on the following evaluation criteria, with the relative weights in parentheses:

- |  |              |
|--|--------------|
| 1. Related experience, qualifications and references of the firm or project team   | <b>(40%)</b> |
| 2. Technical approach  | <b>(40%)</b> |
| 3. Work plan and schedule  | <b>(10%)</b> |
| <i>a. <u>Note:</u> This includes the consultants' ability to demonstrate a balanced workload for its staff in order to carry out its responsibilities to GHMPO and Jackson County in balance with any other contracts the consultant may have.</i> |              |
| 4. Proposed budget – To be submitted in Separate sealed envelope   | <b>(10%)</b> |

Additional information should not be required to respond to this RFP. However, any questions regarding this plan update should be directed to Kenneth Morris at 706-367-6309 or kmorris@jacksoncountygov.com no later than 5:00 p.m. ET on Friday, April 26, 2024.

Jackson County requests seven (7) hard copies and one (1) copy in digital format on thumb drive, either in Microsoft Word or PDF format, no later than 10:00 a.m. ET on Tuesday, May 7, 2024.

Proposals should not exceed a total of 25 pages (8.5" x 11"), inclusive of resumes and firm experience. Covers, end sheets and an introductory letter will not count against this maximum. Font size should be a minimum of 10 point in all cases.

Please submit proposals to the following address:

Jackson County Purchasing Department  
ATTN: Kenneth Morris, 240001 – Jackson County Transportation Plan  
67 Athens Street  
Jefferson, Georgia 30549

If interviews are necessary, the short-listed firms will be invited to participate in an interview process with an evaluation committee including representatives from GHMPO and Jackson County, to be scheduled the week of May 20th, 2024 (tentative). Jackson County will confirm a specific interview date and time with short-listed firms by May 16th, 2024 (tentative). Jackson County reserves the right to award this contract based on initial proposals received without formal interviews and to award all or part of this project to one or more firms.

## **Exhibit A – Scope of Services**

### **Introduction**

Jackson County would like to conduct a partial update their county transportation plan with the assistance of the Gainesville-Hall Metropolitan Planning Organization (GHMPO).

In the 2010 Census, the western portion of Jackson County became an urbanized area, and Jackson County chose to join GHMPO in 2014. GHMPO is the federally designated regional transportation planning agency for the Gainesville urbanized area. Jackson County and GHMPO have teamed up together to develop a transportation plan for Jackson County in 2019. GHMPO and Jackson County would now like to conduct a partial update to the Jackson County Transportation Plan.

The cost of this plan development will be shared between Jackson County and GHMPO.

### **Project Background**

In 2019, a new Transportation Plan was adopted by Jackson County and GHMPO which highlighted all local, state, and federal projects planned through 2045. The current study is available for review and download here:

<https://www.jacksoncountygov.com/DocumentCenter/View/2816/Jackson-County-Transportation-Plan>

### **Project Overview**

Jackson County wants to undertake the county-wide transportation plan update beginning in June 2024 and completed by June 2025. In the five years since the previous plan was adopted, Jackson County has continued to see heavy population and industrial growth, particularly along the I-85 corridor. With GHMPO conducting an update to their Metropolitan Transportation Plan (MTP) by May 2025, Jackson County feels that now is a good time to update their standalone County Transportation Plan as well. Updates made in the GHMPO MTP in western Jackson County will help inform this update. GDOT is also currently updating the travel demand model for all of Jackson County through 2055.

The purpose of this RFP is to seek consultants to assist Jackson County and GHMPO with key tasks in the plan update including conducting public involvement activities, evaluating socio-economic data projections at the traffic analysis zone (TAZ) level, and assisting with an update to the performance-based project list.

### **Project Objectives**

As currently conceived, the project calls for a transportation plan out to the year 2050.

The objectives of this project include:

1. Updating the Transportation Plan, which will:
  - a. Incorporate the latest Future Land Use Plans in conjunction with Jackson County's Comprehensive Plan and affiliated jurisdictions within the county and develop population/socio-economic projections at the TAZ level for Jackson County. The projection will be for 2050 horizon year. 2023 will serve as the base-year in the process. Coordination with the appropriate jurisdictions is required while developing the projections.
  - b. Explore potential new solutions for congestion issues and other identified concerns such as downtown traffic, interchange area congestion, freight movement, and alternatives for commuters into Atlanta.
  - c. Consider major improvements to the Interstate 85 corridor.
2. An extensive public involvement program where the selected vendor will be responsible for:
  - a. Continue to solicit community input on transportation desires and concerns,
  - b. Specifically reach out to low income, minority and non-English speaking communities, and
  - c. Gauge community reaction to potential new transportation solutions for the area.



3. Incorporate new concepts, policies and processes, such as:
  - a. Performance based transportation planning with measurable goals into the selection process for projects in the plan,
  - b. Development of more non-capacity adding solutions that are specifically appropriate for Jackson County.
  - c. Broaden the scope of beyond the work previously done on the past transportation plan to include areas such as: new corridors and connectors, multiuse recreational paths, and commuter bus service.

### **Project Schedule**

The planning process is expected to begin in late-June 2024, and the plan update should be finished by June 2025. Jackson County will require the selected vendor to solicit public input and participation for the Transportation Plan Update while participating in multiple Comprehensive Plan meetings held by Jackson County in 2024. The vendor may also suggest additional meetings and opportunities to solicit public participation if necessary if agreed upon by the County and GHMPO.

### **Consultant Qualifications and Responsibilities**

GHMPO and Jackson County are seeking consultants who have knowledge and experience with the following:

- The regional transportation and land use issues impacting our community;
- Soliciting representative public input and improving public information;
- Experience and expertise in the transportation planning process;
- An understanding and ability to implement the latest Federal requirements; and
- Working in a collaborative, productive, and timely manner with clients.

### **Roles and Responsibilities**

This project will be a collaborative effort to conduct the planning process as well as develop the final plan document. The GHMPO and Jackson County staff will:

1. Provide relevant transportation planning documents.
2. Provide logistical support for setting up all project and public meetings.
3. Review all documents requiring clarification and additional information as necessary to assure an accurate, thorough, and thoughtful document.

### **The Consultant will:**

1. Conduct all public meetings, including the creation of all handout materials and new GIS maps and graphics for use as part of those meetings. It is anticipated that a minimum of four public meetings will be held.
2. Coordinate with the consultant team working on the GHMPO Metropolitan Transportation Plan update and integrate land use and transportation elements.
3. Develop, research, and discuss alternative projects and programs for consideration as part of the Plan update, and lead discussion of project priorities for the new Plan documents.
4. Update the performance-based project list, along with updated project cost estimates, including transit projects, for use in developing the Plan, including an appendix document detailing the methodology and details of the analysis.
5. Prepare all final documents and providing clarification and additional information as necessary to assure an accurate, thorough, and thoughtful document.

## **Proposal Submission**

### **Proposal Evaluation and Project Budget**

Proposals should be concise with examples of firm and staff experience that is specifically relevant to the proposed project, including references. Proposals should include an overview of how the firm proposes to address the study objectives and its approach in this type of collaborative role. It should include the proposed schedule and listing of staff with approximate percentage of the overall hours dedicated to the project.

A separate cost estimate should be conveyed in a sealed envelope separate from the firm's proposal, including a breakdown of specific personnel hours programmed to tasks identified, hourly costs, and other expenses. The estimate may be a range, with an explanation of factors that would affect the final scope and cost. The cost estimate will be opened and evaluated by the selection committee only after evaluating the proposals, and short listing the firms. Interviews with the short-listed firms are anticipated in May 2024.

### **Consultant Selection Criteria**

Proposals and presentations will be evaluated based on the following criteria:

1. Approach to the Project – The firm's approach to the project must be comprehensive, meet the established objectives, and include proven public involvement techniques. While a detailed scope is not required, some breakdown of tasks and methods should be provided.
2. Experience of the Firm and Project Team on Similar Projects – The firm must demonstrate experience in the development of transportation plans for counties. The experience should include productive and inclusive public involvement process for the development of such a plan. The proposed project personnel should have similar experience, preferably as a team. The quality of references will also be considered.
3. Technical Knowledge and Experience – The proposed project team must demonstrate knowledge and experience in the disciplines needed to complete the project.
4. Quality of Presentation – The firm's interview must reflect a clear understanding of the project, provide an overview of the proposed scope of work, and state the relevant experience of the firm and proposed team. The ability to convey complex concepts, relate to a diverse population, and handle questions and concerns during presentations will be considered.

### **Submittal Requirements**

The following information must be a part of the submittal:

1. Name and contact information of Firm(s), and their specific role(s) in the project.
2. A signed Cover Letter and optional Executive Summary.
3. Listing of Relevant Experience with a short description of specific relevance to this project.
4. References representing similar projects, including complete and up-to-date contact information.
5. Resumes of personnel, explanation of their proposed role and verification of their availability to complete the project.
6. A brief narrative outlining the approach to the project and addressing the project objectives, and other information provided above. This narrative should include general philosophy as well as specific examples of successful planning processes and particularly effective implementation strategies.
7. Cost estimate to update the current 2019 Transportation Plan for entire Jackson County.

Please submit seven (7) hard copies (1 marked original and 6 marked copy) and one digital copy of all materials.

Figure 1: Map of Study Area

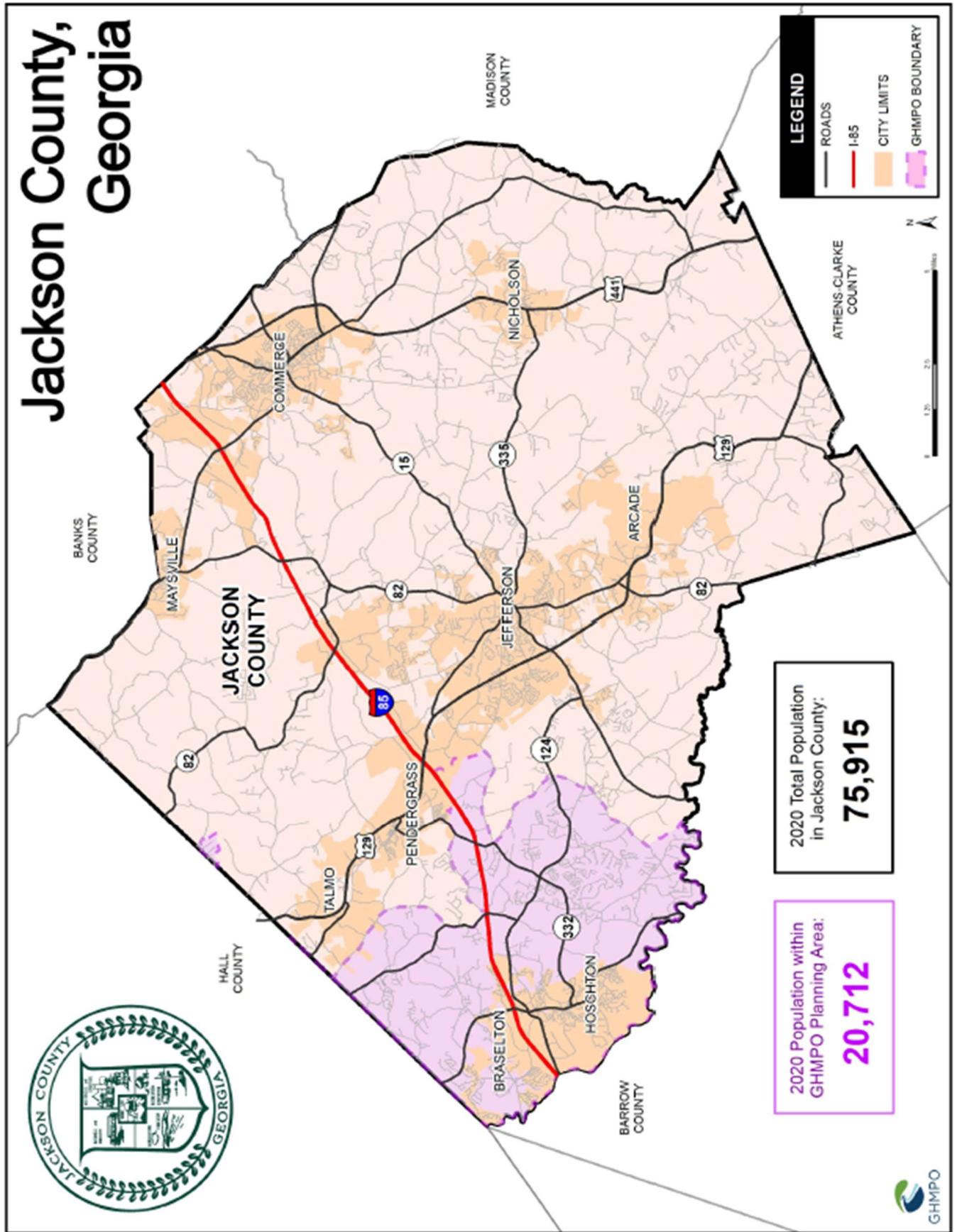
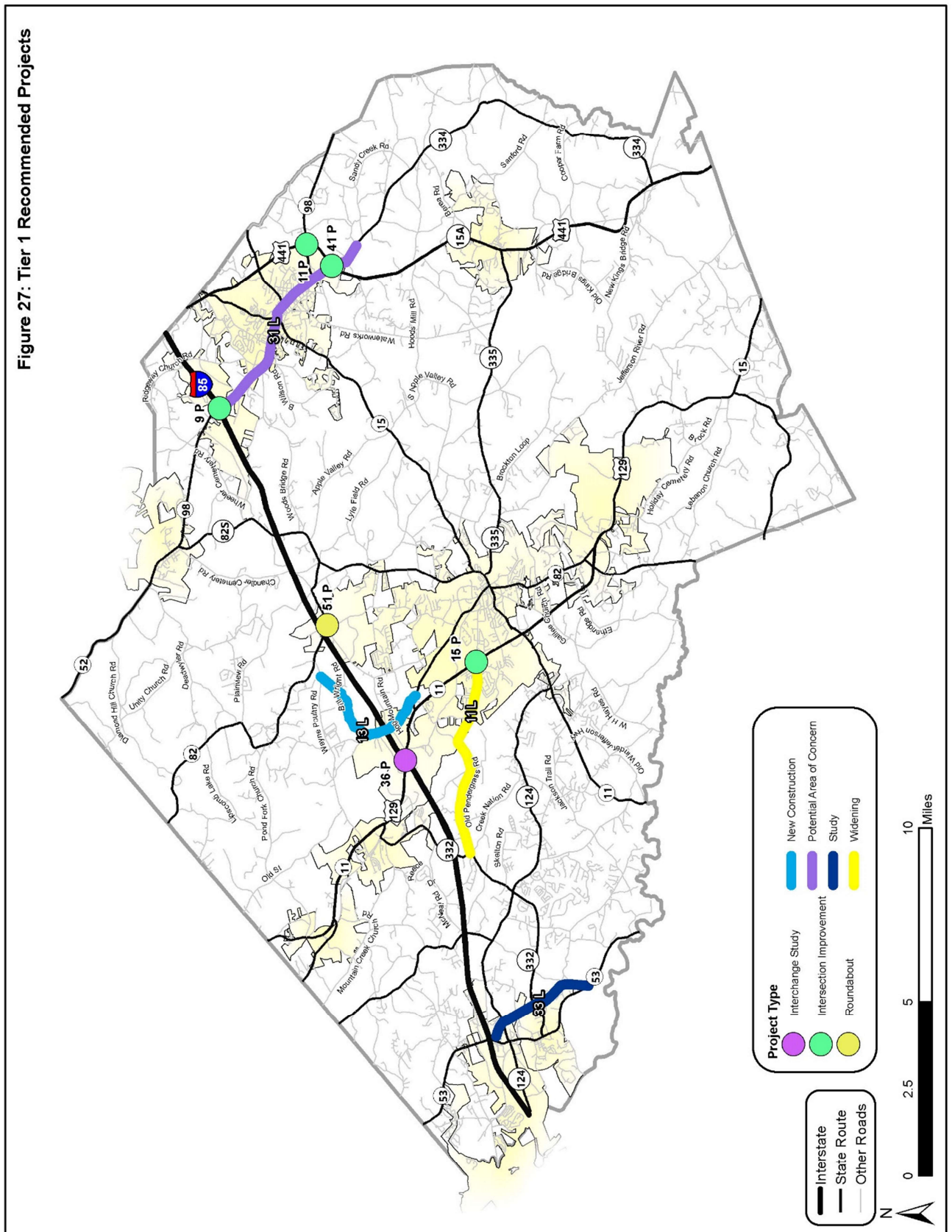


Figure 2: Map of Tier 1 Projects from 2019 Jackson County Transportation Plan



**EXHIBIT B**

**Proposed Project Bid Schedule  
Jackson County Transportation Plan – Entire Jackson County**

1. <u>Direct Labor</u>	<u>Estimated Hours</u>	<u>Rate/Hour</u>	<u>Total Estimated Cost</u>
------------------------	------------------------	------------------	-----------------------------

(List by position all professional personnel participating in project)

<b>Total Direct Labor</b>	<b>\$ _____</b>
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2. Overhead Cost

(OMB circulators A-87 and A-122)  
(Overhead percentage rate) X (Total Direct Labor)

<b>Total Overhead</b>	<b>\$ _____</b>
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3. Other Direct Costs

(List other items and basis for computing cost for each.  
Examples include computer services, equipment, etc.)

<b>Total Other Direct Costs</b>	<b>\$ _____</b>
---------------------------------	-----------------

4. Subcontracts

(For each, list identity, purpose and rate)

<b>Total Subcontracts</b>	<b>\$ _____</b>
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5. Travel

a. Travel by common carrier from/to the Jackson County office.  
(List number of trips and Economy class airfare, plus taxi and shuttle fares, etc.)

b. Travel by private automobile within GHMPO area.  
(List # of days x rate)

<b>Total Travel</b>	<b>\$ _____</b>
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6. Profit (Percentage rate X basis)

<b>Total Profit</b>	<b>\$ _____</b>
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<b>Total Estimated Cost and Profit</b>	<b>\$ _____</b>
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**ATTACHMENT A**

**Illegal Immigration Reform and Enforcement Act of 2011 (S.A.V.E.)  
Program Affidavit**

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

*Illegal Immigration Reform and Enforcement Act of 2011*  
CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91(b)(1)

The Jackson County Board of Commissioners and Contractor agree that compliance with the Illegal Immigration Reform and Enforcement Act of 2011 are conditions of this Agreement for the physical performance of services.

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 the Jackson County Board of Commissioners 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 and 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:

\_\_\_\_\_  
E-Verify Employment Eligibility Verification User Identification Number

\_\_\_\_\_  
Date of Authorization to Use Federal Work Authorization Program

\_\_\_\_\_  
NAME OF CONTRACTOR

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

Jackson County Board of Commissioners  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ 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 \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## **ATTACHMENT B**

### **Contract (Template)**

**The following pages include a sample contract that will only become finalized based on selection by Jackson County Board of Commissioners. Please complete and execute as part of your firm's proposal package submission.**



**CONTRACT**

This Agreement made and entered into this \_\_\_\_\_ Day of \_\_\_\_\_, Two Thousand and Twenty Four,

BETWEEN

The Owner:                                     The Jackson County Board of Commissioners  
  Jackson County, Georgia  
  67 Athens Street  
  Jefferson, Georgia 30549

And the Contractor:                         \_\_\_\_\_  
(Co. Name & Address)                        \_\_\_\_\_  
  \_\_\_\_\_

**PROJECT: JACKSON COUNTY TRANSPORTATION PLAN UPDATE**

**WITNESSETH:** That said Contractor has agreed, and by these presents does agree, with the said County, for the consideration herein mentioned and under the provisions required by the Specifications outlined in the Jackson County Request for Proposal 240001 to furnish all equipment, tools, material, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, proposal made by the Contractor, the Advertisement, the Instructions to Bid, General Terms and Conditions and this Agreement, including all work shown on Plans and Technical Specifications and listed in the conditions, provisions and specification to wit:

**ARTICLE 1**

**The Contract Documents**

The Contract Documents consist of this Agreement, the Jackson County Request for Proposal (RFP) 240001, the supporting drawings and specifications, the Contractor’s Response to RFP 240001, including the Contractor Affidavit and Agreement, Addenda issued prior to execution of this Agreement, and all Change Orders issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

**ARTICLE 2**

**The Work**

The Contractor shall perform all work required by the Contract Documents for:

**PROJECT: JACKSON COUNTY TRANSPORTATION PLAN UPDATE**

All Work performed under this contract is subject to inspection by the Finance Division of Jackson County, Georgia and the representative of \_\_\_\_\_ engaged by Jackson County as the Project Engineer on this project. It shall be the Contractor’s responsibility to coordinate with the Finance Division of Jackson County, Georgia or the Project Engineer for inspection services. All Work shall meet or exceed all Federal, State, and local requirements.

### **ARTICLE 3**

#### **Georgia Illegal Immigration Reform and Enforcement Act of 2011**

Contractor agrees and acknowledges that compliance with the requirements of the Georgia Illegal Immigration Reform and Enforcement Act of 2011 are conditions of this Contract. The Contractor Affidavit and Agreement executed by Contractor pursuant to O.C.G.A. §13-10-91(b)(1) is hereby incorporated into this Agreement by reference and made a part of this Contract. By the execution of this Contract, the Contractor affirms that the Illegal Immigration Reform and Enforcement Act of 2011 Contractor Affidavit submitted with the response to RFQ 240001 is still valid, that the Contractor's Federal Work Authorization Number has not changed, that the Contractor will utilize the Federal Work Authorization Program during the duration of this contract, that the Contractor will ensure that all subcontractors and sub-subcontractors working on the Project covered by this Contract are participating in the Federal Work Authorization Program and have completed the Subcontractors and/or Sub-subcontractor Affidavit, and that the Contractor will advise the Owner of hiring a new subcontractor and/or sub-subcontractor and will provide the Owner with a Subcontractor/Sub-subcontractor Affidavit attesting to the subcontractor's/sub-subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of hiring before the subcontractor/sub-subcontractor begins working on the Project. The Contractor understands and will ensure that all subcontractors and sub-subcontractors understand that knowingly and willfully making a false, fictitious, or fraudulent statement in an affidavit submitted in compliance with O.C.G.A. §13-10-91 shall be guilty of a violation of Code Section §16-10-20 and, upon conviction, shall be punished as provided for in such Code Section. Additionally, any contractor and/or sub-contractor convicted for false statements based upon a violation of this Code Section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following the conviction.

### **ARTICLE 4**

#### **Time of Commencement and Completion**

The Work to be performed under this Contract shall be completed within \_\_\_\_\_ days of the Notice to Proceed, unless authorized in writing by the County.

### **ARTICLE 5**

#### **Contract Price**

The Owner shall pay the Contractor, for the performance of the Work as provided in the Conditions of the Contract, in current funds, the amount based upon the Contractors response to the Request for Proposal not to exceed \$\_\_\_\_\_.

### **ARTICLE 6**

#### **Warrantee Period**

All parts, labor, and services provided by the Contractor in conjunction with RFP 240001 shall be warranted for a period of \_\_\_\_ year(s). The warrantee period will begin at the time the Contractor and County conduct the final acceptance inspection after all punch list items have been completely corrected and continue for the period hereto stated.

**ARTICLE 7**

**Payment**

Payment for the Work as described in Article 5 above, shall be made upon completion and inspection of Work by the Owner to the Contractor within thirty (30) days after the completion of the Work, provided that the Work has been completed and the Contractor fully performed in accordance with the Contract Documents. Contractors may request a draw against completed work once every thirty (30) days if the contract is for a period of more than thirty (30) days. The Contractor shall complete and submit an invoice to the Purchasing Manager, 67 Athens Street, Jefferson, Georgia 30549. The Purchasing Manager will coordinate with the Project Manager for approval and will forward the invoice to Accounts Payable for payment. The invoice provided by the Contractor should include all necessary documentation to prove that all the requirements outlined in the Request for Proposal, all addenda, and all change orders have been completed and that the work has been properly inspected.

IN WITNESS WHEREOF, the parties have executed this Contract on the date first written above.

OWNER:  
Jackson County Board of Commissioners

CONTRACTOR:  
\_\_\_\_\_  
Company's Legal Name

\_\_\_\_\_  
BY: Tom Crow, Chairman

\_\_\_\_\_  
BY: Representative

ATTEST:  
  
\_\_\_\_\_  
Notary Public

ATTEST:  
  
\_\_\_\_\_  
Notary Public

## **Attachment C: Terms and Conditions – Request for Proposals**

1. Changes: No change will be made to this request for proposals except by written modification by the County Purchasing Office. Requests for interpretation or changes must be in writing and received at least (10) ten calendar prior to the time set for opening of the proposals.
2. Signing of Proposal: Failure to sign your proposal in “original form” will force your bid to be declared as “non-responsive” and not considered for award.
3. Bid Acceptance Time: Bids requiring acceptance by the County in less than sixty (60) calendar days could be rejected, unless so stated and accepted by the County.
4. Bid Identification: All bids submitted as a result of this Request for Proposals must be returned in a sealed envelope with the following information in the lower left-hand corner of the envelope:

**RFP Number / opening date / opening time.**

5. 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.
6. Bonds:
  - 6.1. Bid Bond: Not required.
7. Site Inspections: The County will assume no responsibility for representations or understandings concerning conditions made by its officers or employees unless included in this request for proposal. The site inspection is a mandatory requirement to submit a proposal.
8. Award of Contract: Award will be made to that responsible bidder whose bid, conforming to the request for proposals, will be most advantageous to the County; price and other factors considered. The County reserves the right to reject any and/or all bids submitted and to waive any technicalities or minor irregularities in bids received. A written award, mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party. Contract (s), if awarded, will be on a lump sum basis or individual item basis, whichever is found to be in the best interest of Jackson County.
9. Non-Discrimination: 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 prescribed by the Secretary of Labor, which is incorporated herein by reference.
10. Exceptions to Specifications: Any award resulting from this request for proposals shall bind the proposer to all terms, conditions, and specifications set forth in this request for proposals. Proposers whose proposals do not conform should so note on separate page if necessary and/or on the bid schedule. While the County reserves the right to make an award to a nonconforming proposer, when in the best interest of the County, such awards will not be readily made, and proposers are urged to conform to the

greatest extent possible. No exceptions will be considered to have been taken by proposer 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 request for proposals and so stated.

11. **Proposal Results:** Interested parties may request, in writing, a bid tabulation after award of RFP has been approved by Board of Commissioners by sending a self-addressed, stamped envelope with their request to: Jackson County Purchasing Department, 67 Athens Street, Jefferson, GA 30549.
12. **Payment:** Payments will be made upon all items completed each month or completion of all work and acceptance by County on invoices submitted and approved by the appropriate County representative. All invoices must have a Purchase Order (PO) number. Invoices are to be submitted to:

**invoices@co.jackson.ga.us**

**Jackson County Finance Department**

**67 Athens Street**

**Jefferson, GA 30549**

12.1. Itemize all invoices in full. Mail the original and one copy of your invoice to the address above. Each invoice is to include the following minimum information:

- |                               |  |
|-------------------------------|--|
| 1. Date Invoice is Submitted; | 5. County Department;                                    |
| 2. Purchase Order Number;     | 6. Item (s) or Service;                                  |
| 3. Payment Terms;             | 7. Quantity of each Item or Service;                     |
| 4. Date of Transaction;       | 8. Bid Price of each Item or Service with any discounts; |

Invoices received with any of the required information listed above missing will not be considered as a "correct invoice". All invoices submitted will be closely monitored for accuracy. Any invoice found to be incorrect will be returned to vendor for correction.

- 12.2. 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 County employee's signature must appear on the delivery receipt or invoice.
- 12.3. Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use tax. A certificate will be furnished if requested. The County is exempt from taxes but the successful bidder shall pay all taxes required of him by law and County cannot exempt others from tax.
- 12.4. 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.).

13. **Retainage:** Not applicable.

14. Discounts: Prompt payment discounts offered for a period of less than fifteen (15) days will not be considered in determining the low proposer on this request for proposals. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payments, will be computed from the date of acceptance of work for which payment is claimed, or the date the correct invoice is received by the county, whichever is later.
15. Inquiries Regarding Payment: All inquiries regarding payment of invoices are to be directed to Accounts Payable, Jackson County Commissioners, Attn: Accounts Payable, 67 Athens Street, Jefferson, GA 30549.
16. Execution of Contract: Subsequent to the award, the successful proposer will be presented with a contract. Contract is to be executed within ten (10) calendar days of **"Notice of Award"**. The date of presentation shall be deemed to be the postmark date. The successful proposer's proposal and this request for proposals shall be incorporated into the contract, except to the extent that this request for proposals conflicts with the contract, in which case the provisions of the contract shall take precedent.
17. Certificate of Insurance: The professional agrees to procure all of the insurance specified below:
  - 17.1. Workers' Compensation Insurance for all employees who are engaged in the work under the contract.
  - 17.2. Public Liability and Motor Vehicle Liability Insurance: The professional shall take out and maintain during the life of this contract, such public liability and motor vehicle liability insurance as shall protect him while performing work covered by this contract from claims for damages which may arise from operations by himself or by any other person directly or indirectly employed by him and the amounts of such insurance shall be as follows:
    - 17.2.1. Public Liability Insurance in an amount not less than \$1,000,000.00 on account of one occurrence.
    - 17.2.2. Motor Vehicle Liability Insurance on all motor vehicles owned, leased or otherwise used by the professional in an amount not less than \$500,000.00 (combined single limit) for bodily injury including death and property damage combined.
  - 17.3. Professional Liability Insurance: The professional shall procure and maintain during coverage in the amount not less than \$1,000,000.00.
  - 17.4. The insurance company must be licensed to do business in the state of Georgia.
  - 17.5. The professional shall furnish to Jackson County, a certificate of insurance covering the work as required above as evidence that the insurance required will be maintained in force for the entire duration of the work performed under this agreement.
  - 17.6. The cancellation of any policy of insurance required by this agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in OCGA 33-24-44.

- 17.7. Each policy of insurance required under this agreement shall provide for notice requirements under the laws of the State of Georgia as set forth in OCGA 33-24-44 and by endorsement shall provide that the County will receive a copy of said notice of cancellation.
- 17.8. A certificate of insurance with a cancellation provision which provides for less notice than that required by OCGA 33-24-44, or which provides that failure to give the written notice will not impose any responsibility upon the insurer, will be considered as an endorsement of the referred to in the certificate and shall constitute a basis for insurance rejection of the insurance by the county.
- 17.9. In addition to its agreement to obtain and maintain the insurance as set forth herein above, the professional agrees to indemnify and hold harmless the County, its officers, agents and employees from any and all claims against the county, its officers, agents, and employees, which arise out of any act or omission of the professional or any consultant employed by the professional or any of their officers, agents or employees, and any and all claims which result from any condition created or maintained by the professional or any consultant employed by the professional or any of their officers, employees or agents, which condition which a result of work performed under the contract.
18. Cancellation of Insurance: If the insurance is canceled, the contractor shall deliver to the Owner new policies of insurance. Should the Contractor neglect to obtain and maintain in force such insurance and deliver such policy or policies, then it shall be lawful for the Owner to obtain and maintain such insurance.
19. Inclusion: All items and/or services standard, expected, necessary, and/or routine to such a project as this and not actually stated in this request for proposals will be the responsibility of the successful proposer to provide at no other cost to the county unless so stated on the successful proposer's proposal as additional cost items and accepted by the county at the time of the award and/or contract.
20. Regulatory Agencies: Successful proposer will be responsible for all required permits or license required by regulatory agency of the city, county, state, or federal governments. Further, successful proposer 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).
21. Independent Contractors: The proposer represents to Jackson County that he is fully experienced and properly qualified to perform the functions provided herein and that he is properly equipped, organized, and financed to perform such functions. The proposer shall finance his own operations hereunder, shall operate as an independent contractor and not as an agent of hall county and nothing contained in this request for proposals or a contract resulting from same shall be construed to constitute the proposer or any of his employees, servants, 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.
22. Assignment of Contractual Rights: It is agreed that the successful proposer will not assign, transfer, convey, or otherwise dispose of a contract that results from this request for proposals or his right, title, or interest in or to the same, or any part thereof, without written consent of the County.

23. Starting Time: Work will commence within ten (10) calendar days after being issued a **“Notice to Proceed”** on the project and commence in a routine, orderly manner until completion and acceptance by the county.
24. Change Orders: Any and all change order requests by the successful bidder must be approved through the County Purchasing Policy. Any work performed outside the contract agreement for which compensation over and above the agreement occurs; there must be an accompanying approved change order. If work is done before change order approval, the change may be rejected or denied for compensation.
25. Indemnity: Successful proposer agrees, if entering into a contract as a result of this request for proposals, to defend, indemnify, and hold harmless Jackson County and GHMPO from any and all courses of action or claims of damages arising out of or related to proposer’s performance or actions or those of his employees or agents, under said contract.
26. Termination: Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this request for proposals, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Board of Commissioners of Jackson 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 Jackson County Board of Commissioners.
27. 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).
28. Cancellation for Cause: Should either party fail to comply with the terms and conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non-compliance to the terms and conditions of this contract. The other party shall have fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of thirty (30) calendar days following the date of the initial letter of complaint.
29. Anti-Discrimination Clause: “Jackson County does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or service provided.”
30. Changes to Contract: No change will be made to this contract except by written modification by the Contracts Administrator.
31. Questions: All questions concerning this Request for proposal should be directed to the buyer whose name appears on the cover page unless otherwise directed.