

#### **Jackson County Board of Commissioners**

67 Athens Street Jefferson, Georgia 30549 Phone: (706) 367-6309 Fax: (706) 708-2505

Email: lbernat@jacksoncountygov.com

TO: Architectural/Consulting Firms with Historic Preservation Experience

DATE: December 21, 2016

SUBJECT: Request for Proposal for Architectural/Consulting Services on the Jackson County

Historic Courthouse

Qualified architects/engineers/consultants are invited to submit a proposal to the Jackson County Board of Commissioners, Jefferson, Georgia for the providing architectural designs, drawings, and services for the rehabilitation of the second floor of the Jackson County Historic Courthouse.

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 The written requirements contained in this Request for Proposal (RFP) shall not be changed or superseded except by written addendum from Jackson County Purchasing Department.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 of this RFP may result in disqualification of the submittal by Jackson County.

Submittals are to be sealed, marked with the vendor's name and address and labeled:

"RFP 7025-01", "HISTORIC COURTHOUSE ARCHITECTURAL/CONSULTING SERVICES" and delivered to:

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

#### not later than WEDNESDAY, JANUARY 25, 2017 AT 10:00 AM, local time prevailing.

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 to Len Bernat, Purchasing Manager at phone number (706) 367-6309, by fax at (706) 708-2505, or by email <a href="mailto:lbernat@jacksoncountygov.com">lbernat@jacksoncountygov.com</a>.

#### JACKSON COUNTY GOVERNMENT

# REQUEST FOR PROPOSALS FOR ARCHITECTURAL DESIGN, DRAWINGS, AND SERVICES FOR THE REHABILITATION OF THE SECOND FLOOR OF THE JACKSON COUNTY HISTORIC COURTHOUSE

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

### WEDNESDAY, JANUARY 25, 2017 AT 10:00 AM, local time prevailing

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

RFP # 7025-01

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.

ISSUE DATE: DECEMBER 21, 2016

#### JACKSON COUNTY, GEORGIA REQUEST FOR PROPOSAL FOR

### ARCHITECTURAL DESIGN, DRAWINGS, AND SERVICES FOR THE REHABILITATION OF THE SECOND FLOOR OF THE JACKSON COUNTY HISTORIC COURTHOUSE

#### **SECTION I - REQUEST FOR PROPOSAL OVERVIEW**

#### A. PURPOSE

Qualified architects/engineers/consultants are invited to submit a proposal to the Jackson County Board of Commissioners, Jefferson, Georgia (the <u>OWNER</u> of the property) for the providing architectural designs, drawings, and services for the rehabilitation of the second floor of the Jackson County Historic Courthouse.

#### B. INFORMATION TO VENDORS

#### 1. <u>RFP TIMETABLE</u>

The anticipated schedule for the RFP is as follows:

RFP Available DECEMBER 21, 2016

Pre-Proposal Conference JANUARY 11, 2017 AT 10:00 AM

Deadline for questions JANUARY 18, 2017 AT 3:00 PM

Submittal deadline WEDNESDAY, JANUARY 25, 2017

10:00 AM, local time prevailing

#### 2. RFP SUBMISSION:

One (1) original and five (5) copies of the complete signed submittal must be received **WEDNESDAY**, **JANUARY 25**, **2017**, by **10:00 AM**, **local time prevailing**. Proposals must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the RFP Number 7025-01 and title (Historic Courthouse Architectural/Consulting Services) to:

Jackson County Board of Commissioners Attention: Purchasing Manager 67 Athens Street Jefferson, GA 30549 Hand delivered copies may be delivered to the above address ONLY between the hours of 8:30 a.m. and 4:30 p.m. ET, Monday through Friday, excluding holidays observed by the Jackson County Government.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

#### 3. CONTACT PERSON:

Vendors are encouraged to contact the <u>OWNER'S REPRESENTATIVE</u>, Len Bernat, Purchasing Manager at (706) 367-6309, by fax at (706) 708-2505 or email <u>lbernat@jacksoncountygov.com</u> to clarify any part of the RFP requirements. All questions that arise prior to the DEADLINE FOR QUESTIONS date shall be directed to the contact person in writing via facsimile or email. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the vendor's submittal.

Vendors may not contact any elected official or other County Employee to discuss the proposal process or proposal opportunities. Contact of this nature will result in immediate disqualification of the vendor.

#### 4. ADDITIONAL INFORMATION/ADDENDA

Jackson County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Vendors must acknowledge any issued addenda by including the Addenda Acknowledgement Form with the submittal. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements

## 5. <u>LATE SUBMITTAL, LATE MODIFICATIONS AND LATE WITHDRAWALS</u> Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. Jackson County Government assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

#### 6. REJECTION OF PROPOSALS

Jackson County Government may reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure.

Submittals received after said time or at any place other than the time and place as stated in the notice will not be considered.

#### 7. <u>MIMINUM</u> RFP ACCEPTANCE PERIOD

Valid submittals shall not be withdrawn for a period of 60 days from the date specified for receipt of submittals.

#### 8. NON-COLLUSION AFFIDAVIT

By submitting a response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

By submitting a proposal, the vendor represents and warrants that no official or employee of Jackson County Government has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise therefrom.

#### 9. COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the Jackson County Board of Commissioners, or any work performed in connection therewith is the responsibility of the vendor(s).

#### 10. <u>AMERICANS WITH DISABILITIES ACT (ADA)</u>

A qualified interpreter for the hearing impaired is available upon request at least ten (10) days in advance of the proposal due date. This service is in compliance with the Americans with Disabilities Act (ADA). Please call (706) 367-6312 for more information for the hearing impaired.

#### 11. <u>RFP OPENING</u>

The names of vendors submitting a response to this RFP submittal prices will be read aloud publicly. A list of names of firms responding to the RFP may be obtained from Len Bernat, Purchasing Manager, after the RFP due date and time stated herein.

#### 12. TAXES.

Selected vendor will be provided with Jackson County's Sales and Use Tax Certificate of Exemption number upon request.

#### 13. VENDOR INFORMATION

All submissions shall include a completed vendor master form and current W-9 and register as a vendor at <a href="www.vendorregistry.com">www.vendorregistry.com</a>. Vendors whose place of business is other than the State of Georgia may be required to provide the Purchasing Manager with copies of your state's regulations and/or laws concerning the application of certain vendor preference requirements to vendors whose place of business is in the applicable state. Failure to provide this information will result in the disqualification of the vendor from submitting a proposal.

#### 14. INSURANCE

Selected vendor will be required to provide proof of liability and workman's compensation insurance before work can begin on this County project. Workman's Compensation Insurance should be as required by the State of Georgia. General Liability should cover \$1,000,000 per incident.

#### 15. WARRANTY

The selected vendor will warranty the product/service for a period of one (1) year from the date of the final inspection and acceptance by the County.

#### 16. TERMINATION

Federal, State, and other Local government agencies may terminate this Agreement in the event funds are not appropriated for it in future periods; provided, however, that funds are also not appropriated for equipment or services that replace those contracted for under this Agreement. Customer shall be obligated for any future annual period if Company is not notified in writing at least thirty (30) days prior to the beginning of the annual period for which non-appropriation is being claimed.

#### 17. CIVIL RIGHTS COMPLIANCE

The contractor will assure that the project is administered in conformance with the Civil Rights Act of 1964, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended. Title VI of the Civil Rights Act of 1964 states that no person will, on the grounds of race, color, or national origin, be excluded from participating in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. Section 504 of the Rehabilitation Act of 1973 prohibits, by reason of handicap, exclusion from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance. Every contractor is required to submit an Assurance of Compliance Form. No contract may be executed without an Assurance of Compliance on file.

#### 18. <u>ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011</u> Vendors submitting a response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFP

package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- A. The form must be signed by an authorized officer of the contractor or their authorized agent.
- B. The form must be notarized.
- C. The contractor will be required to have all subcontractors and subsubcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and subsubcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. The format for this affidavit can be provided to the contractor if necessary.

#### **SECTION II - GENERAL CONDITIONS**

#### 1. Purpose:

Qualified architects/engineers/consultants are invited to submit a proposal to the Jackson County Board of Commissioners, Jefferson, Georgia for the providing architectural designs, drawings, and services for the rehabilitation of the second floor of the Jackson County Historic Courthouse.

Funding for this project shall be in part through an HPD-funded historic preservation grant, which will require the consequent final product to be in compliance with the state historic preservation guidelines and adhere to the Secretary of the Interior's Standard for the Treatment of Historic Properties.

#### 2. Contract Period:

The contract will commence on the day it is signed and end on September 1, 2017. The work to be performed under this contract shall commence within ten (10) calendar days after the receipt of the notice to proceed, shall be substantially completed with the number of calendar days noted on the selected candidate's proposal as accepted, and shall be finally completed within fourteen (14) calendar days of substantial completion unless an extension and/or deviation is agreed to in writing by both parties. The grant requires that the work under this contract be completed no later than September 1, 2017.

#### 3. Project Scope:

#### 3.01 Qualifications:

Historic preservation, rehabilitation, and/or related experience are required by the owner. Demonstrated ability in a project and/or projects similar in nature is required by owner.

Candidates submitting proposals should be certain to provide the following information in their proposals:

- A. List of completed similar projects, including project name, location, nature of work, date completed, project cost, owner's name and owner's representative, address, phone number and other contact information. It is the proposer's responsibility to verify that the information provided is current and the points of contact are available for the County to contact.
- B. List of consultants used in similar projects and list of projects in which joint venture was maintained through the project completion.
- C. Evidence of required licenses, permits, and professional qualifications, as applicable. Indicate any liability coverage your firm has and the amount of coverage.

- D. Organizational history, including years in business and resumes of all partners, associates, or consultants employed in your firm who will be working on this project.
- E. Listing of trades or other references you feel are important.

#### 3.02 Pre-Proposal Conference

All candidates wishing to submit a proposal shall be required to visit the site of the project prior to submitting a proposal. All candidates shall be required to notify the representative of the owner, Len Bernat, of their presence on site and shall be required to a sign a roster of attendees.

ATTENDANCE AT THE ANNOUNCED PRE-PROPOSAL ON WEDNESDAY, JANUARY 11, 2017, at 10:00 AM IS REQUIRED BY THE OWNER. The meeting will take place at the Jackson County Historic Courthouse (see paragraph 4 below for the address).

Please notify the owner's representative if you are going to be late.

#### 3.03 Scope of Work:

The project will consist of work as follows:

- A. The architect will produce rehabilitation planning documents for the second floor of the Jackson County Courthouse, consisting of construction drawings, cost estimates, and adaptive use recommendations.
- B. The architect will provide a maintenance assessment report identifying critical and routine maintenance issues and recommendations for the building.
- C. All project work shall conform to the Secretary of Interior's Standards for Archaeology and Historic Preservation, which include the Standards for Preservation Planning and Standards for the Treatment of Historic Properties. Additionally, the project shall be conducted according to the Secretary of Interior's Standards and Guidelines for Identification, Evaluation, Historical Documentation, Architectural and Engineering Documentation as such other of the Secretary of the Interior's Standards and Guidelines as may apply.
- D. The architect will provide three (3) print copies of the rehabilitation planning documents, three (3) print copies of each of reduced-in-size (11 X 17) drawings, and two (2) computer diskettes or flash drives for this project to Jackson County within the contract period.
- E. In the submission of the final product, the architect will include and original and three (3) copies a narrative report delineating the course of the work and all findings and recommendations of the consultant. The report shall include documentation of primary and secondary sources consulted, copies of photographs, detailed drawings and/or

elevations, and oral history materials (including audio and/or video files and transcribed interviews), as applicable.

#### 3.04 Rights to Data and Copyrights:

- A. The term "subject data" used herein includes writings, technical reports, sound recordings, magnetic recordings, computer programs, computerized databases, pictorial reproductions, plans, drawings, specifications, graphical representations, and work of any similar nature (whether or not copyrighted), which are (1) submitted with a proposal or (2) specific to be delivered under a project contract or (3) developed or produced and paid for in whole or part by contract funds. The terms do not include financial reports, cost analysis, and other information incidental to contract administration.
- B. Except as may otherwise be provided in the grant agreement, publication, films, or similar materials as described above that are developed directly or indirectly from a program, project, or activity supported by the contract funds, becomes the property of the owner.

#### 3.05 Contract Award

The contract will be awarded by the owner as soon as possible to the best-qualified candidate. A selection committee will select the top three candidates based upon experience with historic preservation-related work, experience with projects adhering to the Secretary of Interior's Standards, and projects, which have been funded all or in part by State preservation grants, as part of the ranking criteria. The owner reserves the right to waive any informality in proposals when such waiver is in the best interest of the owner. Alternates shall be accepted by the owner as the budget permits and as may be in the best interest of the owner.

The agreement will only be entered into with reasonable candidates found to be satisfactory by the owner, qualified by experience and in a financial position to do the work specified. The owner reserves the right to waive informalities in any proposal, make the award in whole or in part, re-advertise or reject any or all proposals when such action is in the best interest of the owner.

#### **SELECTION CRITERIA**

<u>CRITERIA</u>	<b>MAXIMUM POINTS</b>
RELEVENT EXPERIENCE	20 points
HISTORICAL COMPLIANCE	25 points
PROPOSED SOLUTION	35 points
OPTIONS OFFERED	10 points
OVERALL BENEFIT TO JACKSON COUNTY	10 points

#### 3.06 Project Grant Requirements:

All work must be in compliance with the Georgia Department of Natural Resources, Historic Preservation Division and meet or exceed the Secretary of the Interior's Standards. Fund for the contract are funded in part by Historic Preservation funds from the Georgia Department of Natural Resources, Historic Preservation Division and must meet all requirements and time frames.

#### 4. Property Description:

The Jackson County Historic Courthouse is located at 85 Washington Street, Jefferson, Georgia 30549.

#### **5.** Administration:

The project will be administered by the Jackson County Board of Commissioners through the Jackson County Manager who will be the main point of contact for all questions during the project.

#### **6. Procedures and Miscellaneous Items:**

- A. Where applicable, the final product shall comply with all standard construction design standards, and local, state and federal codes, permits, rules and regulations.
- B. Preparation of design development information, submittals, bid and other documents shall comply with the owner's requirements.
- C. All surveys and subsurface investigation shall be arranged by the consultant with the approval of the owner.
- D. The consultant shall review and coordinated with the owner through all phases of the project and otherwise as necessary.
- E. All questions shall be submitted in writing (e-mail is acceptable) and shall be communicated to all firms responding to this RFP.
- F. All materials submitted in connection with this RFP will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the Jackson County Board of Commissioners. All such materials shall remain the property of the Jackson County Board of Commissioners and will not be returned to the respondent.
- G. All respondents to this RFP shall hold harmless the Jackson County Board of Commissioners, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to present a proposal. The Jackson County Board of Commissioners reserves the right to

determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. The Jackson County Board of Commissioners also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for any reason, the Jackson County Board of Commissioners shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.

- H. The RFP is subject to the provisions of the Jackson County Purchasing Manual and any revisions thereto, which are hereby incorporated into this RFP in their entirety except as amended or superseded herein.
- I. Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the qualification package. However, Jackson County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
- J. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment less than 30 days, however.
- K. In case of failure to deliver goods in accordance with the contract terms and conditions, Jackson County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Jackson County may have.
- L. By submitting a qualification package, the vendor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia.
- M. Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. Then contractor shall comply with applicable federal, state, and local laws and regulations.
- N. It is understood and agreed between the parties herein that Jackson County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

#### 7. Final Selection:

Following a review of all qualified proposals, selection of a suitable vendor, and preliminary contract negotiations, a recommendation will be made to the Jackson County Board of Commissioners by the project representative. Following Commission approval, the County will complete contract negotiations.

The Jackson County Board of Commissioners reserves the right to accept the response that is determined to be in the best interest of the County. The County reserves the right to reject any and or all proposals.

Every vendor submitting a proposal must complete the form showing compliance with the Illegal Immigration Reform and Enforcement Act of 2011, OCGA §13-10-90(b)(1). The form is provided with this RFP package.

#### RFP 7025-01 PRICE PROPOSAL

COMPA	NY N	AME:											
TOTAL	PRICI	E FOR	THE	E REQU	JIREM	ENTS LI	STED	IN THE	RFP:				
\$													
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Additionally, each vendor shall provide on their company letterhead, a list of hourly rates by specialty (administration, architect, engineer, etc.) so that the County can budget should additional work become necessary or the scope of work expands beyond the current RFP requirements.

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

#### **EXECUTION OF PROPOSAL**

DATE	:	
The po	tential Contractor certifies the following by placing an "X" in all blank sp	paces:
	That this proposal was signed by an authorized representative of the firm	n.
	That the potential Contractor has determined the cost and availability of associated with performing the services outlined herein.	all materials and supplies
	That all labor costs associated with this project have been determined, inclindirect costs.	uding all direct and
	That the potential Contractor agrees to the conditions as set forth in this with no exceptions.	Request for Proposal
conditi	fore, in compliance with the foregoing <b>Request for Proposals</b> , and ons thereof, the undersigned offers and agrees, if this proposal is accepted date of the opening, to furnish the services for the prices quoted within	ted within sixty (60) days
	Business Contact Representative	
	Operational Contact Representative	
	Vendor's Name	Federal ID#
	Address	
	Phone	Fax
	Email	
	Authorized Signature	Date
	Typed Name & Title	

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

#### ADDENDA ACKNOWLEDGEMENT

The vendor has examin Addenda, receipt of all		ly studied the Request for Proposereby acknowledged:	sals and the following
Addendum No.		_	
Addendum No			
Addendum No.			
Addendum No.			
Authorized Represen	tative/Title	Authorized Representative	(Date)
(Print or Type	<del>;</del> )	(Signature)	

<u>Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.</u>

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	
<u>Jackson County Historical Courthouse Architectural and Consulting Services</u> 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,	_(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:	

#### **SAMPLE CONTRACT**

This Agreement made and entered into this _	Day of	, Two Thousand and
Seventeen,		
D.	ETWEEN	

BETWEEN

The Owner: The Jackson County Board of Commissioners

Jackson County, Georgia

67 Athens Street

Jefferson, Georgia 30549

And the Contractor: Company Name

Company Address City, Georgia Zip

### PROJECT: JACKSON COUNTY HISTORIC COURTHOUSE ARCHITECTURAL AND CONSULTING SERVICES

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 7025-01 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) 7025-01, the supporting drawings and specifications, the Contractor's Response to RFP 7025-01, 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 HISTORIC COURTHOUSE ARCHITECTURAL AND CONSULTING SERVICES

All Work performed under this contract is subject to inspection by the Jackson County Manager. It shall be the Contractor's responsibility to coordinate with the Jackson County Manager 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 RFP 7025-01 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 contact, that the Contractor will ensure that all subcontractors and subsubcontractors 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 subcontractor 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 commence within 10 days of the Notice to Proceed and must be completed by September 1, 2017.

#### **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 \$XX,XXX.XX.

#### **ARTICLE 6**

#### **Warranty Period**

All parts, labor, and services provided by the Contractor in conjunction with RFP 7025-01shall be warranted for a period of one (1) year. The warranty 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 Name	
BY: Tom Crow, Chairman	BY: Representative	
ATTEST:	ATTEST:	
Notary Public	Notary Public	

Print Form



### Jackson County Purchasing 67 Athens Street Jefferson, Georgia 30549 Fax: 706-708-2505

-	ne Vendor Master Form that will be co g this form, your company will be adde							
VENDOR MASTER INFORMATION (Please check the box that applies)  VENDOR # (Assigned)								
Individual	Sole Proprietorship Corporation	n Partnership	Public Entity					
VENDOR STATUS (Please check)  Principal Line of Business								
Add Active	Inactive Change Delete							
VENDOR ORDER ADE	DRESS							
Name		Phone number	( )					
Address		Fax number						
		DBE/WBE (Disadvantage Business En	Yes No terprise/Women Business					
City		Enterprise) Contact person/Title						
State		1099 Vendor	Yes No If marked Yes, Certificate of Insurance and Workmans Compensation Form shall be required to be presented to Purchasing before work commences.					
		W9 Completed	Yes No W9 shall be completed if 1099 Box is checked and return to Purchasing					
Zip Code								
Federal ID #		Social Security #						
E-Mail Address		Web site address						
REMITTANCE ADDRESS	S (If different from order address)							
Name		Phone number (	( )					
Address		Fax number	( )					
City		Contact person/Title						
State		E-Mail Address						
Zip Code		Web site address						
PURCHASING AUTHORIZATION ONLY (For questions, please call <b>Beth White</b> , Purchasing @ 706-367-6309 or email: <a href="mailto:bwhite@jacksoncountygov.com">bwhite@jacksoncountygov.com</a>								
Dept/Div that will use vendor Commodity Code		Date entered by Purchasing Entered by:						

### Form W-9 (Rev. October 2007) Department of the Treasury

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#### Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

internat r	evenue Service		
5	Name (as shown on your income tax return)		
n page	Business name, if different from above		
Print or type Specific Instructions on page	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Umited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=pa ☐ Other (see instructions) ►	Exempt payee	
Print	Address (number, street, and apt. or suite no.)	Requester's name and ad Jackson County B	
Specif	City, state, and ZIP code	67 Athens Street Jefferson, GA. 30	549
Sea	List account number(s) here (optional)		
Part	Taxpayer Identification Number (TIN)		
backup alien, s your er	our TIN in the appropriate box. The TIN provided must match the name given on Line 1 withholding. For individuals, this is your social security number (SSN). However, for a replet proprietor, or disregarded entity, see the Part I instructions on page 3. For other entity ployer identification number (EIN). If you do not have a number, see How to get a TIN of the account is in more than one name, see the chart on page 4 for guidelines on whos	sident lies, it is n page 3.	or entification number
	to enter.		
Part	II Certification		
Under	penalties of perjury, I certify that:		
	number shown on this form is my correct taxpayer identification number (or I am waiting	_	
Rev	n not subject to backup withholding because: (a) I am exempt from backup withholding, renue Service (IRS) that I am subject to backup withholding as a result of a failure to rep fied me that I am no longer subject to backup withholding, and	or (b) I have not been r ort all interest or divider	notified by the Internal nds, or (c) the IRS has
	a U.S. citizen or other U.S. person (defined below).		
withhol For mo arrange	ation instructions. You must cross out item 2 above if you have been notified by the IF ding because you have failed to report all interest and dividends on your tax return. For tgage interest pald, acquisition or abandonment of secured property, cancellation of del ment (IRA), and generally, payments other than interest and dividends, you are not requi your correct TIN. See the instructions on page 4.	real estate transactions, ot, contributions to an Ir	item 2 does not apply. Idividual retirement
Sign Here	Signature of U.S. person ▶	Date ▶	

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

The U.S. owner of a disregarded entity and not the entity,