

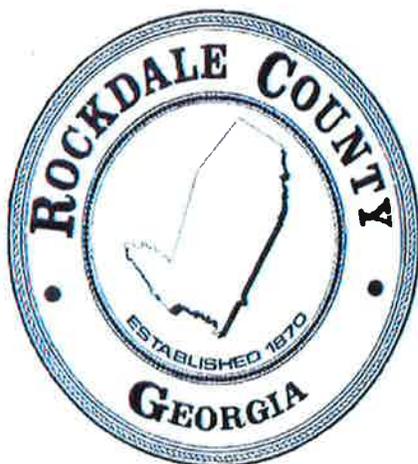
**REQUEST FOR PROPOSAL**

**#17-34**

**ROCKDALE COUNTY, GEORGIA**

**July 19, 2017**

**CONSTRUCTION MANAGEMENT SERVICES  
FOR THE SHERIFF'S 3<sup>rd</sup> FLOOR  
ADMINISTRATION BUILDING  
ADDITION/RENOVATION**



**ROCKDALE COUNTY FINANCE DEPARTMENT  
PROCUREMENT OFFICE  
958 Milstead Avenue  
CONYERS, GA 30012  
770-278-7555**

**INTRODUCTION:**

Rockdale County is requesting Competitive Sealed Proposals for **Construction Management Services for the Sheriff's 3<sup>rd</sup> Floor Administration Building Addition/Renovation**. Instructions for preparation and submission of a proposal are contained in this packet. Proposals must be typed or printed in ink.

Rockdale County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, handicap or veterans status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Rockdale County.

**PURCHASING CONTACT FOR THIS REQUEST:**

All questions concerning this invitation and all questions arising subsequent to award are to be addressed to the Procurement Officer at the following address:

Rockdale County Finance Department  
Attn: Meagan Porch, Buyer  
958 Milstead Avenue  
Conyers, GA 30012  
Phone: (770) 278-7557, Fax (770) 929-4039  
E-mail: [meagan.porch@rockdalecountyga.gov](mailto:meagan.porch@rockdalecountyga.gov)

To maintain a "level playing field", and to assure that all proposers receive the same information, proposers are requested **NOT** to contact anyone other than the contact above until after the award of the contract. Doing so could result in disqualification of the proposer.

**PROPOSAL COPIES FOR EVALUATION:**

Four (4) hard copies and one (1) original hard copy and one (1) CD's with one (1) copy on each CD in Adobe PDF format will be required for review purposes. CD's that are blank or have incorrect information on them will not be acceptable and may be justification for disqualification. Check your disk(s) to ensure that they have the appropriate material on it before submitting.

**DUE DATE:**

Sealed proposals will be received at the Rockdale County Finance Department, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, August 24, 2017**. Proposals received after this time will not be accepted.

**PRE-BID/PROPOSAL CONFERENCE:**

There will be a **MANDATORY** pre-proposal conference held at the **Rockdale County Sheriff's Administration Building, Third Floor, located at 911 Chambers Dr, Conyers, GA 30012 at 10:00 A.M., local time, Monday, August 7, 2017**. Any questions and/or misunderstandings that may arise from this RFP must be submitted in writing and forwarded to the Procurement Officer the above address or by email. It shall be the Proposers responsibility to seek clarification as early as possible prior to the due date and time. Any contractor who intends to submit a Proposal is required to attend this meeting.

Answers to questions submitted that materially change the conditions and specifications of this RFP bid will be distributed to all addressees as an addendum. Any discussions or documents will be considered non-binding unless incorporated and distributed in an addendum.

**QUESTIONS AND CLARIFICATIONS:**

You should submit your questions and/or requests for clarifications about this RFP no later than **Thursday, August 17, 2017**. Written responses from the County to the questions it receives will be distributed to all bidders who have received a proposal package.

**ADDENDA:**

Answers to questions submitted that materially change the conditions and specifications of this RFP will be issued in an addendum. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

Proposers should check with the Procurement Office frequently during the process to verify that they have received all issued addendums. Bidders have the responsibility of making sure that they have received all issued addendums. Addendums are posted on the website at [www.rockdalecounty.org](http://www.rockdalecounty.org), under Finance Department, Purchasing, Current Bids and RFQ's.

**QUANTITIES**

The quantities listed in the Proposers Response Schedule are provided as an estimate for proposal purposes. The County will not be obligated to quantities beyond actual needs.

**CONTRACT TERM:**

The Contract Term will be 15 months.

**QUALIFICATIONS OF OFFERORS:**

Proposers must provide a current business license from their home office jurisdiction with the submittal of their bid response. Rockdale County vendors doing business in Rockdale County must have a current Rockdale County Business License.

Proposers must have a current Unlimited General Contractor's License and provide a copy of that license with the submittal of their proposal response. A Residential Basic or Residential/Light Commercial Contractor's license will not be accepted.

Proposals from any offeror that is in default on the payment of any taxes, license fees, or other monies due to Rockdale County will not be accepted.

Proposers must complete and submit the "Contractor's Qualification Statement and Questionnaire" provided in this package.

In evaluating Proposals, the County may seek additional information from any contractor concerning such contractor's proposal or its qualifications to construct the Project.

**PROPRIETARY INFORMATION**

Careful consideration should be given before submitting confidential information to Rockdale County. The Georgia Open Records Act permits public scrutiny of most materials collected as part of this process. Please clearly mark any information that is considered a trade secret, as defined by the Georgia Trade Secrets Act of 1990, O.C.G.A. §10-1-760 et seq., as trade secrets are exempt from disclosure under the Open Records Act. Rockdale County does not guarantee the confidentiality of any information not clearly marked as a trade secret.

## **FINANCIAL STABILITY**

The Offeror will provide financial information that would allow proposal evaluators to ascertain the financial stability of the firm.

- If a public company, the Offeror will provide their most recent audited financial report.
- If a private company, the Offeror will provide a copy of their most recent internal financial statement, and a letter from their financial institution, on the financial institution's letterhead, stating the Offeror's financial stability.

## **SELECTION PROCESS:**

The Rockdale County Procurement Office and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee.

This is a past performance/quality/price trade-off source selection in which competing offeror's past and present performance history and product quality will be evaluated on a basis approximately equal to price. Award will be made to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors listed below. Rockdale County Board of Commissioners may reject any or all proposals and to waive any technicalities or informalities if such action is in the county's interest.

Rockdale County may evaluate proposals and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The County reserves the right to conduct discussions if the County later determines them to be necessary.

Proposers will be evaluated based on the following criteria and may be called in for an interview. The County intends to award the contract to the responsible and responsive contractor whose proposal is determined in writing to be the most advantageous to the County taking into consideration all of the evaluation criteria.

**EVALUATION CRITERIA:**

Evaluation criteria to be used in determining the selected firm in order of importance are:

- (A) The contractor’s proposed lump sum contract price for full and complete construction management of the Project in conformity with all requirements of the Contract Documents. **25%**
- (B) The qualifications and experience of those personnel whom the contractor will assign to the Project. **35%**
- (C) The contractor’s prior experience in constructing similar projects on time and within budget. The contractor’s history of successfully constructing projects without unnecessary contractual disputes, claims, arbitration or litigation. **35%**
- (D) The financial strength of the contractor in relation to the cost of construction. **5%**

**INSURANCE:**

The Company shall maintain in full force and effect the following insurance during the term of the Agreement.

Coverage	Limits of Liability
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Automobile Bodily Injury Liability	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property Damage Liability	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$1,000,000.00 each occurrence

All insurance shall be provided by an insurer(s) acceptable to the County, and shall provide for thirty (30) days prior notice of cancellation to the County. Upon contract award, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor’s compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

**BONDS:**

A Bid Bond in the amount of (5%) of the bid/proposal will be required at the time of bid submittal.

Payment and Performance Bonds in the amount of 100% of the GMP contract will be required at the time of GMP contract award and before notice to proceed for construction is given.

All sureties of bonds for Rockdale County must be licensed to do business in the State of Georgia and must be listed on the Department of Treasury Federal Register.

**PERMITS:**

The awarded contractor will be responsible for acquiring any permits that are required for this project/purchase. Rockdale County will waive fees on all permits issued by Rockdale County (excluding fees related to construction such as tap fees or sub-contractor permit fees).

**AWARD OF CONTRACT**

The Rockdale County Procurement Office and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee.

## **GENERAL INFORMATION**

No proposals received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to Rockdale County for the premature opening of a proposal not properly addressed and identified.

### **WITHDRAWAL OF PROPOSAL:**

A proposer may withdraw his proposal before the proposal due date, without prejudice to the proposer, by submitting a written request of withdrawal to the Rockdale County Procurement Office.

### **REJECTION OF PROPOSAL:**

Rockdale County may reject any and all proposals and must reject a proposal of any party who has been delinquent or unfaithful in any formal contract with Rockdale County. Also, the right is reserved to waive any irregularities or informalities in any proposal in the proposing procedure. Rockdale County shall be the sole judge as to which proposal is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various proposers.

### **STATEMENT OF EXPERIENCE AND QUALIFICATIONS:**

The proposer may be required, upon request, to prove to the satisfaction of Rockdale County that he/she has the skill, experience, necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any proposer is not satisfactory, the proposal of such proposer may be rejected. The successful proposer is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

### **NON-COLLUSION AFFIDAVIT:**

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

### **INTEREST OF:**

By submitting a proposal, the proposer represents and warrants that a Commissioner, Administrator, employee, nor any other person employed by Rockdale County 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 there from.

### **DOCUMENTS DEEMED PART OF THE CONTRACT:**

The notice, invitation to proposers, general conditions, and instructions for proposers, special conditions, Schematic Drawings, proposal, and addenda, if any, will be deemed part of the contract.

A sample contract is included in this bid for review by the contractor. An official contract will be negotiated following award recommendation.

An electronic copy of the Schematic Drawings are available online at [www.rockdalecountyga.gov](http://www.rockdalecountyga.gov)

## STANDARD INSTRUCTIONS

1. The instructions contained herein shall be construed as a part of any proposal invitation and/or specifications issued by Rockdale County and must be followed by each proposer.
2. The written specifications contained in this proposal shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this proposal may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the proposal price.
4. The following number, **17-34** must be written clearly on the outside of each proposal envelope in order to avoid prior opening in error.
5. All proposals must be received and in-hand at proposal due date and time. Each proposer assumes the responsibility for having his/her proposal received at the designated time and place of proposal due date. Proposals received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
6. Unless otherwise stated, all proposals submitted shall be valid and may not be withdrawn for a period of 90 days from the due date.
7. Each proposal form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the proposal. When submitting a proposal to Rockdale County the first page of your proposal package should be the proposal form listing the price, delivery date, etc., unless the proposal form is requested to be in a separate envelope.
8. Rockdale County reserves the right to accept a proposal that is not the lowest price if, in the County's judgment, such proposal is in the best interest of the County and the public. The County reserves the right to reject any and all proposals.
9. Telephone, Telegraphic or Facsimile proposals will not be accepted.
10. No sales tax will be charged on any orders.  
Federal I.D. #58-6000882  
Sales Tax Exempt #58-800068K
11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any proposal on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
13. Proposers shall state delivery time after receiving order.
14. Proposers shall identify any subcontractors, and include an explanation of the service or product that they may provide.

## SCOPE OF WORK:

### A. Overview:

1. Rockdale County requests proposals to provide "at risk" Construction Management services for the 3<sup>rd</sup> floor addition/renovation of the Sheriff's Administration Building located at 911 Chambers Dr, Conyers GA.
2. Addition will include:
  - a. 5,400sf of new 3<sup>rd</sup> floor build-out including (but not limited to) exterior walls, roof, and extension of exterior stairway with canopy. 2<sup>nd</sup> floor existing roof assembly shall be demolished down to structure to prepare for 3<sup>rd</sup> floor addition. Structure was designed and built for proposed future addition. Refer to attached design drawings showing scope bubbled.
  - b. The addition will house new locker rooms, Training Space and a Gym. Refer to attached drawings for design scope.
  - c. The construction budget will be in the range of \$900,000.
3. The Construction Manager (CM) shall provide services in two phases: Pre-Construction and Construction.

### B. PRECONSTRUCTION PHASE SERVICES

During the Preconstruction Phase, the CM shall perform the following services:

1. Provide preliminary evaluation of the Project budget requirements. With the Architect's assistance, prepare preliminary estimates of construction cost for early schematic designs based on area, volume or other standards. Assist the Owner and the Architect in achieving mutually agreed upon Project budget requirements and other design parameters. Provide cost evaluations of alternative materials and systems.
2. Review design during its development for constructability. Advise on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery. Provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to cost including, but not limited to, cost of alternative designs or materials, preliminary budgets and possible economies.
3. Provide for the Architect's and the Owner's review, and periodically update, a Project Schedule that coordinates and integrates the Construction Manager's services, the Architect's services and the Owner's responsibilities.
4. During preparation of Design Development and Construction Documents, prepare, as may be requested by the Owner or the Architect, detailed estimates of construction costs, and, if it appears that such costs may exceed the Project budget, make recommendations for corrective action.
5. Coordinate Contract Documents by consulting with the Owner and the Architect regarding drawings and specifications as they are being prepared, and recommend alternative solutions whenever design details affect construction feasibility, cost or schedules.

6. Provide recommendations and information to the Owner and the Architect regarding the assignment of responsibilities for safety precautions and programs. Provide information and recommendations regarding temporary Project facilities and equipment, materials, and services for common use of Trade Contractors. Verify that these requirements and assignments of responsibilities are included in the proposed Contract Documents.
7. Advise on the separation of the Project into Trade Contracts for various categories of the Work. Advise on the method to be used for selecting Trade Contractors and awarding Trade Contracts. Review the drawings and specifications and make recommendations as required to provide that (1) the Work of the separate Trade Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate separate Trade Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.
8. Develop a Project Construction Schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each Trade Contractor. Provide the Project Construction Schedule for each set of Bidding Documents.
9. Investigate and recommend a schedule for the Owner's purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect.
10. Provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical Phases. Make recommendations for actions designed to minimize adverse effects of labor shortages.

### **C. CONSTRUCTION PHASE SERVICES**

During the Construction Phase, the CM shall perform the following services:

1. Receive bids, prepare bid analyses and make recommendations to the Owner concerning the qualifications of Trade Contractors or rejection of bids.
2. Conduct pre-award conferences with successful Bidders. Prepare Trade Contracts in such form as the Owner may require and advise the Owner on the acceptability of Trade Contractors and material suppliers proposed by Trade Contractors.
3. The CM shall issue the Trade Contracts which shall be between the Construction Manager and the Trade Contractors, and such contracts shall create no contractual relationship between the Owner and the Trade Contractors. The CM shall not enter into a Trade Contract with a proposed Trade Contractor with reference

to whom the Owner has made reasonable and timely objection.

4. Schedule and coordinate the Work of the Trade Contractors. Provide administrative, management and related services as required to coordinate Work of the Trade Contractors with each other and with the activities and responsibilities of the CM, the Owner and the Architect to complete the Project in accordance with the Owner's objectives for cost, time and quality. Provide sufficient organization, personnel and management to carry out the requirements of this Agreement.
5. Schedule and conduct pre-construction, construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Prepare and promptly distribute accurate minutes.
6. Consistent with the Project Construction Schedule issued with the Bidding Documents, and utilizing the Trade Contractors' Construction Schedules provided by the separate Trade Contractors, update the Project Construction Schedule incorporating the activities of Trade Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time procurement. Include the Owner's occupancy requirements showing portions of the Project having occupancy priority. Provide a progress update of the Project Construction Schedule on a monthly basis to show current conditions and revisions required by actual progress and experience. The furnishing by the CM of the updated Project Construction Schedule, and the required monthly updates, shall be a condition precedent to payment to the CM.
7. Coordinate construction to achieve proper performance from the Trade Contractors. Take appropriate actions, including termination and re-letting of Trade Contracts where appropriate, when requirements of Trade Contracts are not being fulfilled and the non-performing party will not take satisfactory corrective action.
8. Provide regular monitoring of all construction costs showing actual costs for activities in progress and estimates for uncompleted tasks. Submit Project Construction Cost reports on a monthly basis.
9. Maintain cost accounting records on authorized Work performed under unit prices, additional Work performed on the basis of actual costs of labor and materials, or other Work requiring accounting records.
10. Recommend necessary or desirable changes to the Architect and the Owner, assist in negotiating Trade Contractors' change proposals, submit recommendations to the Architect and the Owner, and if they are accepted, prepare and sign Change Orders for the Architect's signature and the Owner's authorization.
11. Develop and implement procedures for the review and processing of applications by Trade Contractors for progress and final payments. Review schedules of value and pay applications by Trade Contractors to protect the Owner from frontloaded or imbalanced payment schedules to the Trade Contractors.

12. Review the safety programs developed by each of the Trade Contractors as required by the Trade Contracts and coordinate the safety programs for the Project. Take reasonable and customary precautions to secure and protect the Project from loss or harm due to the elements, theft, vandalism, and other causes. Take reasonable steps to secure the Project at all times so as to prevent injury to or trespass thereon.
13. Assist in obtaining and pay for building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various Trade Contractors. Verify that the Owner has paid applicable fees and assessments. Assist in obtaining approvals from authorities having jurisdiction over the Project. Obtain and pay for all certificates, inspections, and licenses necessary and ordinary for the performance of the Work and the occupancy of the Project. Comply with all lawful requirements applicable to the Project and give and maintain any and all notices required by applicable law pertaining to the Project.
14. If required, assist the Owner in selecting and retaining the professional services of surveyors, special consultants and testing laboratories. Coordinate their services.
15. Determine that the Work of each Trade Contractor is being performed in accordance with the requirements of the Contract Documents. Guard the Owner against defects and deficiencies in the Work. As appropriate, require special inspections or testing, or make recommendations to the Architect regarding inspections or testing, of Work not in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed. Subject to review by the Architect, reject Work which does not conform to the requirements of the Contract Documents.
16. Consult with the Architect and the Owner if any Trade Contractor requests interpretations of the meaning and intent of any of the Contract Documents, and assist in the resolution of questions which may arise.
17. Receive and review for compliance with contract requirements Certificates of Insurance from the Trade Contractors and forward them to the Owner with a copy to the Architect.
18. Receive from the Trade Contractors and review all Shop Drawings, Product Data, Samples and other submittals to confirm that same comply with the requirements of the Contract Documents. Coordinate them with information contained in related documents and transmit to the Architect those recommended for approval. In collaboration with the Architect, establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals.
19. Record the progress of the Project. Submit written progress reports to the Owner and the Architect including information on each Trade Contractor and each Trade Contractor's Work, as well as the entire Project, showing percentages of completion

and the number and amounts of Change Orders. Keep a daily log containing a record of weather, Trade Contractors' Work on the site, number of workers, Work accomplished, problems encountered, and other similar relevant data as the Owner may require. Make the log available to the Owner and the Architect.

20. Maintain at the Project site, on a current basis; a record copy of all Trade Contracts, drawings, specifications, addenda, Change Orders and other modifications, in good order and marked to record all changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchase orders; material data; equipment documents; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Trade Contracts or Work. Maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. Make all records available to the Owner and the Architect. At the completion of the Project, deliver all such records to the Architect for the Owner.
21. Arrange for delivery, storage, protection and security for Owner purchased materials, systems and equipment which are a part of the Project.
22. With the Architect and the Owner's maintenance personnel, observe the Trade Contractors' checkout of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing.
23. When the CM considers each Trade Contractor's Work or a designated portion thereof Substantially Complete, the CM shall prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The CM shall assist the Architect in conducting inspections for Substantial and Final Completion. After the Architect certifies the Date of Substantial Completion of the Work, the CM shall coordinate the correction and completion of the Work and shall be fully responsible for same.
24. Following the Architect's issuance of a Certificate of Substantial Completion for the Project or designated portion thereof, evaluate the completion of the Work of the Trade Contractors and make recommendations to the Architect when Work is ready for final inspection. Assist the Architect in conducting final inspections. Secure and transmit to the Owner required guarantees, affidavits, releases, bonds and waivers. Deliver all keys, manuals, record drawings and maintenance stocks to the Owner.

#### **D. GUARANTEED MAXIMUM PRICE CONTRACT**

The CM understands and agrees to the following procedure:

1. Within fourteen (14) days after receipt from the Architect of final construction drawings and specifications, the Construction Manager shall submit in writing to the Owner and the Architect a Guaranteed Maximum Price (GMP) for complete construction of the Project in accordance with such drawings and specifications. Said GMP shall include the "Construction Fee" and "Overhead Monthly Cost" as set forth in CM's Bid Form submitted in response to this RFP.

2. Within forty-five (45) days after receipt from the Construction Manager of the Guaranteed Maximum Price, the Owner shall notify the Contractor that the Owner has elected one of the following options:
  - a. The Owner has accepted the GMP for construction of the Project
  - b. The Owner has rejected the GMP and directs the Architect and CM to participate for a period of thirty (30) days in additional value engineering efforts in order to obtain a GMP acceptable to the Owner. In the event such efforts do not result in a GMP acceptable to the Owner, this agreement shall be terminated by the Owner for convenience as set forth in option "c."
  - c. The Owner has terminated this agreement for convenience and the Owner shall pay the CM the lump sum of the "Preconstruction Fee" as set forth in CM's Bid Form submitted in response to this RFP. Said fee shall constitute the full and complete compensation due CM of every kind and nature, for work performed, or expenses incurred, prior to such termination.
3. Upon acceptance by the Owner of a GMP, the County shall enter into an agreement with the CM which shall set the GMP as well as the contract time and completion date.

#### **E. MINIMUM QUALIFICATIONS**

1. CM shall have sufficient bonding capacity for anticipated cost of construction.
2. CM shall have an unlimited General Contractor's License in the State of Georgia
3. CM shall have managed a minimum of 3 CM at risk projects in the past 5 years
4. CM shall have a current insurance policy in the amounts listed above

#### **F. PROPOSAL PACKET SUBMISSION**

The content and sequence of the proposal shall include the following:

1. **Transmittal Letter:**
  - a. Introduce company and primary contact person
  - b. Maximum of 1 page on proposer's letterhead
  - c. State understanding of the services to be performed
  - d. Commit to providing the services
  - e. Identify the RFP by name and number
  - f. Include the name, address, telephone, email, and facsimile numbers of the person or person authorized to represent your company
  - g. Bear the signature of a person authorized to sign on behalf of the company.
2. **Table of Contents:**

The Table of Contents must be a comprehensive listing of material included in the proposal. This section must include a clear description of the material, identified by sequential page numbers and by section reference numbers.
3. **Executive Summary (Section A):**

The Executive Summary must summarize and highlight the contents of the proposal to

provide the County with a broad understanding of the proposer's approach, qualifications, experience, and staffing.

**4. Experience and Qualifications of personnel (Section B):**

Proposer must demonstrate that personnel assigned to this project have the experience and qualifications to perform the required services.

- a. Describe your firm's proposed organization for the construction management team who will manage the project. Please designate the specific individuals to fill the following key roles on your team:
  - i. Superintendent
  - ii. Project Manger
  - iii. Cost Estimator
  - iv. Project Executive
  - v. Other (please describe, if applicable)
- b. Provide for each of the above personnel current resumes listing relevant project experience.
- c. Identify the individual who, from project start to finish, will be the leader of your construction team and the principal point of contact between your firm and the County, the Architect/Engineer, and other consultants. Provide detailed information on the qualifications of this individual and the direction, authority, and management tools that will be provided to the individual by the firm. This individual's competence, his/her leadership, and his/her ability to achieve customer satisfaction will be heavily considered in the selection of a construction management firm.
- d. Provide an organizational chart showing the lines of responsibility and accountability for your team.
- e. Provide detailed information on your team's level of experience with construction on an active, occupied site.

**5. Contractor's Prior Experience (Section C):**

Proposer must submit the attached "Contractor's Qualification Statement and Questionnaire." Contractor is encouraged to provide additional information on reference projects such as photographs, plans, renderings or any such material as may assist County in evaluating the competency of Contractor. If additional projects are listed, be sure to include the following for each project:

- a. Project name, location and dates during which services were performed.
- b. Brief description of project and physical description (square footage, number of stories, site area).
- c. Provide total construction cost of project.
- d. Services performed by your firm.
- e. Reference from the Architect/Owner/User (with current phone numbers) familiar with your performance. Provide a Program Manager reference (if applicable).

**6. Contractor's Management Plan (Section D):**

Proposer must provide and/or describe the following:

- a. Proposed methods and plans of CM communication.
- b. Cost management plan for controlling costs on this project within the GMP
- c. Change management plan for managing cost and schedule exposures.
- d. Schedule management plan including alternatives that may be explored to shorten the schedule.

- e. Subcontractor management plan including, contract document compliance procedures, project accounting procedures, and issue resolution.
- f. Closeout management plan
- g. Quality assurance plan
- h. Safety and site logistics plan for this project. Describe your plan for working around existing operations and for site access. Provide your accident incident rate for the past three (3) years, using the following formula: Incident Rate = # of Injuries x (200,000) / # Total Man Hours
- i. Plan for applying any services not specifically mentioned herein

**7. Contractor's Fee Proposal (Section E):**

Proposer must use the "Bid Form" provided in this RFP in this section.

**8. Immigration Form, Affidavit, and Additional Data (Section F):** Proposer shall provide RFP documents as indicated as well as any material and data not specifically requested, including standard sales brochures, and materials with technical content; supplementary pictures and graphs; general narrative of supplementary information.

**9. Allowed General Condition Items:**

The CM shall be compensated for all direct and incidental expenses in accordance with the list below. This represents the maximum monthly amount due to the CM for overhead in any given month:

- a. Field Supervision
- b. Construction Signage
- c. Project Management
- d. Photocopying and Reproductions
- e. Postage, Courier and UPS
- f. Submittals and Shop Drawings
- g. Field As-built Documents
- h. Scheduling
- i. Data Processing
- j. Construction Photos
- k. Small Tools
- l. Water, Ice and Coolers
- m. Mobile Phone usage
- n. Field Office, Building and Site Temporary Power Service Pole and Connections
- o. Field Office, Building and Site Temporary Water Service Lines and Connections
- p. Temporary Telephone usage
- q. Temporary Toilets
- r. Field Office rental, delivery, setup, breakdown, removal, furniture, equipment, and supplies
- s. Temporary Storage Trailer
- t. Supervision Transportation and Fuel/Maintenance
- u. Project Management Transportation and Fuel/Maintenance
- v. Fringe Benefits/Sales Tax for General Conditions Items

**10. Items to be considered cost of Work (Do not include in General Conditions):**

- a. Trash, Debris and Removal
- b. Daily Clean/Final Clean/Punch List/Corrective Work
- c. Safety/Railings/Ladders/Weather & Dust Enclosures
- d. Surveying and Field Engineering
- e. Temporary Security Fencing
- f. Electronic As-built Documents
- g. Operational and Maintenance Manuals & Electronic Data
- h. Temporary/Permanent Power usage Cost
- i. Temporary/Permanent Gas usage Cost
- j. Temporary/Permanent Water usage Cost
- k. Subcontractor, Vendor and Construction Materials Cost
- l. Construction Materials Testing and Inspections
- m. Permits Fees/Meter and Tap Fees/Impact Fees
- n. Insurance
- o. Bonds

# BID FORM

Instructions: Complete all THREE parts of this bid form.

## PART I: Bid Summary

Complete the information below.

1.	<b>Lump Sum Preconstruction fee (cost, overhead, and profit)</b> - this represents the amount payable to the CM under this RFP	\$
<p><b>Items 2 and 3 below represent the Fees and Overhead to be used in conjunction with a GMP contract and are for information only. Such fees shall not be awarded to the CM under this RFP but shall be part of a separate GMP agreement per the procedure of Section E above and subject to the terms and conditions of the contract.</b></p>		
2.	<b>Construction Fee</b> - CM's percentage of the overall cost of construction	%
3.	<b>Overhead Monthly Cost</b> - According to the "Allowed General Conditions Items"	\$

## PART II: Addenda Acknowledgements (if applicable)

Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department have been received before submitting a bid.

Addenda	Date Vendor Received	Initials
"1"		
"2"		
"3"		
"4"		
"5"		

## PART III: Vendor Information:

Vendor Name	
Address	
Telephone	
E-Mail	
Representative (print name)	
Signature of Representative	
Date Submitted	

**ROCKDALE COUNTY BOARD OF COMMISSIONERS**  
**NON-COLLUSION AFFIDAVIT OF VENDOR**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is \_\_\_\_\_ (owner, partner officer, representative, or agent) of \_\_\_\_\_, the Vendor that has submitted the attached RFP;

(2) He/She is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20

Name \_\_\_\_\_

Title \_\_\_\_\_

My commission expires (Date)

**ROCKDALE COUNTY BOARD OF COMMISSIONERS**  
**NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is \_\_\_\_\_ (owner, partner officer, representative, or agent) of \_\_\_\_\_, the sub-contractor that has submitted the attached RFP;

(2) He/She is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Name \_\_\_\_\_

Title \_\_\_\_\_

My commission expires (Date)

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

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

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

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

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

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

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

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

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

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor 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 under a contract with (name of contractor) on behalf of (name of public employer) 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

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

\_\_\_\_\_  
Name of Subcontractor

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

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

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

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

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

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

**Sub-subcontractor Affidavit under O.C.G.A. §13-10-91(b)(4)**

By executing this affidavit, the undersigned sub-subcontractor verifies it 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 under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractors hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

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

\_\_\_\_\_  
Name of Sub-Subcontractor

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

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

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

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

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

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

**Affidavit Verifying Status  
for County Public Benefit Application**

By executing this affidavit under oath, as an applicant for the award of a contract with Rockdale, County Georgia, I \_\_\_\_\_ [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

1) \_\_\_\_\_ I am a United States citizen

**OR**

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

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

Signature of Applicant:                      Date

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_ DAY OF \_\_\_\_\_, 2013.

\* \_\_\_\_\_  
Alien Registration number for non-citizens

\_\_\_\_\_  
Notary Public  
My commission Expires:

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

\_\_\_\_\_

# CONTRACTOR'S QUALIFICATION STATEMENT AND QUESTIONNAIRE

NAME OF PROPOSED CONTRACTOR: \_\_\_\_\_

## **I. INSTRUCTIONS**

- A. All questions are to be answered in full. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The owner, Rockdale County, Georgia, its agents and representatives, shall be entitled to contact each and every reference listed in response to this questionnaire, and each entity referenced in any response to any question in this questionnaire. By completing this questionnaire, the contractor expressly agrees that any information concerning the contractor in possession of said entities and references may be made available to the owner.
- C. Only complete and accurate information shall be provided by the contractor. The contractor hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The contractor also acknowledges that the owner is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the contractor, knowing it was false, it shall constitute grounds for immediate termination or rescission by the owner of any subsequent agreement between the owner and the contractor. The owner shall also have and retain any other remedies provided by law.
- D. The completed form shall be submitted with contractor's proposals.
- E. This form, its completion by the contractor, and its use by the contractor, and its use by the owner, shall not give rise to any liability on the part of the owner to the contractor or any third party or person.

## **II. GENERAL BACKGROUND**

- A. Current address of contractor: \_\_\_\_\_  
\_\_\_\_\_
- B. Previous Name or address of contractor: \_\_\_\_\_  
\_\_\_\_\_
- C. Current president or CEO and years in position: \_\_\_\_\_
- D. Number of permanent employees: \_\_\_\_\_
- E. Name and address of affiliated companies: \_\_\_\_\_  
\_\_\_\_\_

## **III. FINANCIAL STATUS**

- A. Please attach financial statements for the past three years for which they are complete. If such statements are not available, please furnish the following information:
  - 1. LAST COMPLETE FISCAL YEAR:

- A. Revenues (Gross) \_\_\_\_\_
- B. Expenditures (Gross) \_\_\_\_\_
- C. Overhead & Admin (Gross) \_\_\_\_\_
- D. Profit (Gross) \_\_\_\_\_

2. YEAR PRIOR TO "1" ABOVE:

- A. Revenues (Gross) \_\_\_\_\_
- B. Expenditures (Gross) \_\_\_\_\_
- C. Overhead & Admin (Gross) \_\_\_\_\_
- D. Profit (Gross) \_\_\_\_\_

3. YEAR PRIOR TO "2" ABOVE:

- A. Revenues (Gross) \_\_\_\_\_
- B. Expenditures (Gross) \_\_\_\_\_
- C. Overhead & Admin (Gross) \_\_\_\_\_
- D. Profit (Gross) \_\_\_\_\_

**B. BANKRUPTCIES**

1. Has the Contractor, or any of its parents or subsidiaries, ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

\_\_\_\_\_

\_\_\_\_\_

2. Has any Majority Shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

\_\_\_\_\_

\_\_\_\_\_

**C. BONDING**

1. What is the Contractor's current bonding capacity? \_\_\_\_\_

2. What is the value of the Contractor's work currently under contract? \_\_\_\_\_

**IV COMPANY EXPERIENCE – SIMILAR PROJECTS**

A. List three projects of reasonably similar nature, scope, and duration performed by your company in the last five years, specifying, where possible, the name and last known address of each owner of those projects:

**Project #1:**

Name and Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Construction:

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---

Type of Construction:

---

Contract Price:

---

Owner contact info:

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---

---

Architect/Engineer contact info:

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---

---

**Project #2:**

Name and Address:

---

---

---

Date of Construction:

---

Type of Construction:

---

Contract Price:

---

Owner contact info:

---

---

---

Architect/Engineer contact info:

---

---

---

**Project #3:**

Name and Address:

---

---

---

Date of Construction:

---

Type of Construction:

---

Contract Price:

---

Owner contact info:

---

---

---

Architect/Engineer contact info:

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**V ARBITRATIONS, LITIGATIONS, AND OTHER PROCEEDINGS**

Has your company been involved in any construction arbitration demands filed by, or against, you in the last five years? \_\_\_\_\_

Has your company been involved in any construction-related lawsuits (other than labor or personal injury litigation) filed by, or against, you in the last five years? \_\_\_\_\_

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the National Labor Relations Board or similar state agency in the past seven years? \_\_\_\_\_

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the Occupational Safety and Health Administration concerning the project safety practices of the Contractor in the last seven years? \_\_\_\_\_

Has your company be involved in any lawsuits, proceedings, or hearings initiated by the Internal Revenue Service, or any state revenue department, concerning the tax liability of the Contractor (other than audits) in the last seven years? \_\_\_\_\_

Have any criminal proceedings or investigations been brought against the Contractor in the last ten years? \_\_\_\_\_

If you answered yes to any of the questions above, please identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding (attach documentation if needed):

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**VI COMMENTS**

Please list any additional information that you believe would assist the Owner in evaluating the possibility of using the Contractor on this Project. You may attach such additional information as an exhibit to this Statement and Questionnaire.

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify to the Owner that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner, or its designated representative, may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner, or its designated representative.

**Contractor:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

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

**Sworn to and subscribed before me**  
This \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
**Signature**

**Notary Public**

**My Commission Expires:**





