



**Douglas County Board of Commissioners  
Procurement Department  
8700 Hospital Drive  
Douglasville, GA 30134**

**REQUEST FOR PROPOSAL  
COVER SHEET**

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**SOLICITATION NUMBER:** 26-020

**SOLICITATION TITLE:** STATE COURTROOM RENOVATION

**ISSUE DATE:** June 1, 2026

**PRE-SOLICITATION MEETING** MANDATORY JUNE 10, 2026, 10 AM EST  
8700 HOSPITAL DRIVE. DOUGLASVILLE, GA 30134  
(CITIZENS HALL-DOUGLAS COUNTY COURTHOUSE)

**QUESTION DEADLINE:** June 18, 2026, 4:00 PM EDT  
<https://www.bidnetdirect.com/georgia/douglascounty>  
Please only enter one question per line #

**PROPOSAL CLOSING DATE:** JUNE 30, 2026, 2:00 PM EDT

*The County reserves the right to modify or alter the following procurement schedule as needed.*

**SINGLE POINT OF CONTACT (SPC)** Anthony Choice,  
Director of Procurement

**EMAIL ADDRESS:** [dcpurchasing@douglascountyga.gov](mailto:dcpurchasing@douglascountyga.gov)

**DOCUMENTS INCLUDED IN THIS PACKAGE:** Request for Proposal  
Supplier Inclusion Program

*Douglas County Board of Commissioners promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.*

*Douglas County reserves the right to cancel this RFP at any time and for any reason prior to the award of a contract by the Board of Commissioners.*

## OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the Douglas County Board of Commissioners

1. \_\_\_\_\_ Read the entire document. Note critical items such as: mandatory requirements; supplies/services required; submittal dates; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. \_\_\_\_\_ Note the procurement officer's name, address, phone numbers and e-mail address. This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. \_\_\_\_\_ Attend the pre-bid, proposal conference if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the County of any ambiguities, inconsistencies, or errors in the RFP.
4. \_\_\_\_\_ Take advantage of the "question and answer" period. Submit your questions online in BidNet by the advertised due date and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are available online in BidNet and will include all questions asked and answered concerning the RFP.
5. \_\_\_\_\_ Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. \_\_\_\_\_ Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the County or evaluation committee will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the County. The Proposals are evaluated based solely on the information and materials provided in your response.
7. \_\_\_\_\_ Check for RFP addenda. Before submitting your response, check online in BidNet for any addenda the County has issued. Submission of Bid acknowledges receipt of addendums however, recommended to include with bid submission signed copies.
8. \_\_\_\_\_ Technical and Cost/Fee Proposals MUST be submitted separately.
9. \_\_\_\_\_ Review and read the RFP document again to make sure that you have addressed all requirements.
10. \_\_\_\_\_ Submit your response on time. Note all the dates and times listed in the RFP and be sure to submit all required items on time.

Late proposals responses are never accepted. Don't wait till last minute to upload electronically in BidNet.

**This checklist is provided for assistance only and should NOT be submitted with Offeror's Response**

## **SECTION I – GENERAL OVERVIEW**

### **A. PURPOSE**

Douglas County Board of Commissioners is seeking a design/ build contractor to provide turnkey services to reconfigure an existing courtroom to accommodate State Court jury trials.

It will be the responsibility of selected contractor to survey existing courtroom and offices on the 3<sup>rd</sup> floor, previously used for Juvenile Courts/ Programs. We ask that the contractor provide floor plans for approval, subsequent architectural drawings and construction of the space.

The approved contractor will provide all services except those specified.

The Project will be funded with SPLOST funds. The project is required to comply with all applicable statutes, rules and regulations, as well as those of Douglas County, including local permitting of the project. Additionally, the project must comply with all SPLOST rules, regulations, specifications, and requirements.

### **B. BACKGROUND**

Douglas County is the only comprehensive government in Douglas County, providing all services to its citizens, including fire and emergency services, libraries, jail facilities, E-911, transportation planning, roadway signalization, signage and marking, vanpool and express bus service, informative and interactive website, a government access cable television channel, landfill and recycling programs, direct sponsorship and planning of events to bring our community together, and other traditional government services.

Located due west and 20 miles from Atlanta on Interstate 20, Douglas County is 200 square miles of gently rolling foothills of the Appalachian Piedmont bordered on the south by the Chattahoochee River, east by Cobb County, north by Paulding County, and west by Carroll County. The Dog River in the western portion of the County is the County's potable water source (managed by the Douglasville-Douglas County Water and Sewer Authority, State-chartered). Other waterways include Sweetwater Creek, Anneewakee Creek, and Gothard's Creek.

Douglas County's strategic location as the western gateway to Atlanta, and its proximity and ease of access to Atlanta's Hartsfield-Jackson International Airport, make it the enviable place to live, work and play.

The County is managed by a five-member Board of Commissioners: A Chairman (full-time, four-year term) elected at large, and four District Commissioners (part-time, four-year terms).

### **C. RESTRICTIONS ON COMMUNICATION WITH STAFF**

From the issue date of the solicitation and until a supplier is selected for contract award and the selection is made public, bidders are not allowed to communicate for any reason with members of the Board of Commissioners, Douglas County employees and/or contracted agents related to the solicitation except through the issuing officer (or his/her designee) named in the solicitation. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. Exceptions to this restriction on

communication include the following:

- Communication during pre-bid conference/meeting provided the issuing officer is present, or
- As necessary to perform under any existing contracts with the County, or
- With Douglas County pursuant to the protest process

A bidder's violation of the restriction on communication can lead to disqualification of the supplier's response from consideration for contract award and/or other disciplinary action such as suspension or debarment.

#### **D. QUESTIONS**

Prospective Proposers must submit any questions regarding this solicitation Electronically in [BidNet](#) by the due date and time specified in the solicitation. Only questions submitted via [BidNet](#) will be accepted and addressed.

Responses to questions received during the solicitation time period are posted on the website at <https://www.bidnetdirect.com/georgia/douglascounty> in an addendum. Proposers who fail to report a known or suspected problem with this solicitation or who fail to seek clarification or correction of this solicitation do so at their own risk.

#### **E. ADDENDUM**

The Procurement Department may have to release written changes to a solicitation electronically in BidNet. These formal written changes are called addendum or if multiple, Addenda. The Addendum will become part of the solicitation. It is the bidder's responsibility to review BidNet periodically to determine if addenda have been prepared and posted. **It is also the responsibility of the Proposer to ensure that they have all applicable addenda prior to the proposal submission.** All addenda forms must be signed and submitted with the proposal. Failure to respond and acknowledge any addenda, shall result in a non-responsive proposal.

Failure to acknowledge any addenda shall not relieve Bidders of compliance with the terms thereof. The County assumes no responsibility for oral instructions.

The successful firm's proposal and all the addenda will become a part of the agreement resulting from this document.

#### **F. CONTRACT TERMS**

The firm selected for this project will be required to enter in to a contract containing all provisions required by Georgia law. This includes all those requirements identified for multi-year contracts that are contained in O.C.G.A. 36-60-13.

The initial contract term shall be one (1) year from the date of execution. The contract may be renewed for four (4) additional one (1) year periods. Renewal of the contract, if applicable, into the additional periods will be made sixty (60) days prior to the expiration date. If needed, the annual contract will be

extended 90 days or for such period beyond the contract expiration date as it may be necessary to afford the County a continuous supply of the item(s). Should the proposer or the County not desire to renew the contract, new proposals will be solicited for the purpose of establishing a new contract.

#### **G. TAXES**

The County is exempt from all state sales tax and Federal Excise Tax. However, in the event taxes are required by state or federal law for the services or products outlined in this bid, such taxes shall be the sole responsibility of the Contractor unless otherwise stated in writing and agreed to by the County.

#### **H. PROTESTS**

The protester shall furnish a written protest to the Purchasing Department no later than five (5) working days after award of the Purchase Order or contract listing the articles of the Purchasing Policy Procedure Manual that have been violated. Failure to comply with this requirement may result in dismissal of the protest.

If the protester files a request for documents with a protest, Purchasing shall furnish copies of the requested documents consistent with the Georgia Open Records Act.

#### **I. PURCHASING POLICY**

The Douglas County Purchasing Policy Procedure Manual is incorporated into this solicitation (and, therefore, any contract awarded as the result of this solicitation) by reference. By participation in this solicitation an Offeror, potential Offeror, or Contractor agrees to be bound by the Douglas County Purchasing Policy, Purchasing Procedures, Operating Guidelines and Regulations on any issue or action related to this solicitation or subsequent contract resulting from this solicitation.

#### **J. PRIME CONTRACTOR/SUBCONTRACTORS**

Offeror(s) proposals selected as most advantageous to the County based on evaluation factors set forth in the RFP shall be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The County reserves the right to approve all subcontractors. The Contractor shall be responsible to the County for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the County.

#### **K. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

Contractor's full compliance with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, et seq. as amended and Georgia Department of Labor Rule 300-10-1, et seq. is a condition for the contract bid and any contract award. Contractor is required to affirm compliance by completing and returning the two (2) Georgia Security and Immigration Compliance

documents with Contractor's proposal.

*Pursuant to O.C.G.A. § 13-10-91 no Contractor or subcontractor may propose a contract or enter into a contract with a public employer for the physical performance of services unless the Contractor or subcontractor is registered with and participates in the federal work authorization program to verify information of all newly hired employees and provides certain required affidavits. Any Contractor, subcontractor, or sub-subcontractor of such Contractor or subcontractor, shall also be required to satisfy the requirements set forth herein.*

#### **L. CONTRACT AWARD**

A contract will be awarded to the responsible Offeror whose bid is determined to be the most advantageous, is of best value to the County and with whom an acceptable contract can be negotiated and agreed upon. It is within the County's sole discretion to determine whether the Contractor is responsible or responsive under the terms and conditions of this solicitation. Further, it is within the County's sole and absolute discretion to determine Contractor's responsibility or responsiveness after a contract is entered into. Finally, it is within the County's sole and absolute discretion to terminate this agreement, to not renew a Contractor or to not make an award to a Contractor who is determined to be not responsible or not responsive.

#### **M. BONDS**

Proposer shall provide the Douglas County Board of Commissioners with the required bonds listed in the Bid Document.

**Bid Bond:** A Bid Bond is required and shall be payable to Douglas County Board of Commissioners in the amount of Five Percent (5%) of the Bid Amount.

**Performance and Labor & Material Payment Bonds:** The accepted bidder (contractor) shall furnish proper Performance Bond and Labor & Material Payment Bond covering the full amount of the Contract Price as security for the faithful performance of all work under the Contract and payment of all charges in connection therewith. The cost of these bonds shall be included in the contractor's bid.

#### **N. PROPOSAL/PRESENTATION COSTS**

The costs for development of the Proposal are the sole responsibility of the Respondent. Douglas County is not liable for any costs incurred by the respondent in preparation and/or presentation of proposals in response to this RFP or for travel and other costs related to this RFP.

#### **O. INSURANCE REQUIREMENTS**

During the Term and for two (2) years thereafter, Contractor must maintain insurance of a nature and amount adequate to protect, and must in fact protect, Contractor, the County, and the State of Georgia from any claims of bodily injury, property damage, or personal injury and other damages which arise out of operations under this Contract. At a minimum, Contractor shall maintain in force workers' compensation coverage in the amount required by statute, employers liability of at least \$500,000 each

accident and each employee, auto liability coverage of at least \$1,000,000, comprehensive general liability insurance with coverage of at least \$1,000,000, professional errors and omissions insurance with coverage of at least \$1,000,000, and if Contractor is processing personally identifiable information for County, cyber liability insurance with limits of at least \$3 million. Cyber liability insurance shall cover network security and privacy risks, including unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection or other negligence in the handling of personally identifiable information, privacy perils, and coverage for related regulatory defense and penalties, data breach expenses, computer forensic investigation, public relations and crisis management firm fees, credit file or identity monitoring or remediation services.

All such coverage shall be provided by insurers reasonably acceptable to Company and must be issued by an insurance company licensed to do business in Georgia (professional liability insurance through the London Market is acceptable) with a minimum AM Best rating of A- and signed by an authorized agent. Insurance coverage is at Contractor's own expense. The County shall be listed as an additional insured under all policies, and all such insurance shall provide primary coverage. Within ten (10) days after execution of this Contract, Contractor shall submit a certificate of insurance evidencing the requirements of this Section. Thereafter, at County's request, Contractor shall forward a certificate of insurance verifying such insurance. Such certificates will indicate that such insurance policies may not be canceled before the expiration of a thirty (30) day notification period and that the County will be immediately notified in writing of any such notice of termination. Such insurance policies are not intended to limit Contractor's liability for damages under this Contract.

#### **P. DISQUALIFICATION OF BIDS**

Bids may be disqualified before the awarding of the contract for any of the following:

- Failure to include all requested information or other details of the bid.
- Excessive errors in calculating prices or totals.
- Failure to include bid bond, if applicable.
- Failure to submit Contractor Qualifications and/or required licenses and permits with bid response.
- Inclusion of price in the technical proposal.

#### **Q. TRADE SECRETS – CONFIDENTIALITY**

If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See Georgia law at O.C.G.A. § 50-18-72 (A)(34).

#### **R. ETHICS – DISCLOSURE OF RELATIONSHIPS**

Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies

a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business.

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

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

#### **S. ABILITY TO PERFORM**

The offeror may be required, upon request, to provide to the satisfaction of the Owner that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the Owner, the Owner may reject the offer.

#### **T. PAYMENT TERMS**

The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the awarded contract, and both parties must agree on such a deviation.

#### **U. PROPOSAL PROCESS**

These instructions will bind proposers to terms and conditions herein set forth, except as specifically stated otherwise in special contract terms with any individual proposal. These instructions are to be considered an integral part of the proposal. Bids must be submitted in BidNet and shall be presented in accordance with the instructions of this solicitation and within the time constraints stated.

1. Bids received after the date and time will not be considered. It is the Offeror's responsibility to ensure that its bid is submitted in a timely manner.
2. The County reserves the right to accept or reject any or all bids and to waive minor irregularities and technicalities. The judgment of the County on such matters shall be final.
3. The terms Bidder, Vendor, Contractor and/or Offeror are synonymous in this document and refer to the person, entity or firm that submits a proposal.
4. At the date and time specified for the opening of the proposal, the proposal shall be publicly opened and read aloud for the information of proposers and others present.

5. Each proposal submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Proposal request. The failure or omission of any proposer to examine any form, instrument or document shall in no way relieve any proposer from obligations in respect to the proposal submittal or the compliance of the terms, conditions and requirements of the proposal.
6. The authorized representative whose signature will appear on the proposal submitted certifies that the Proposer has carefully examined the instructions of this proposal and the terms and specifications applicable to and made a part of this proposal. The Proposer further certifies that the prices shown on the Proposal Price Submittal Form are in accordance with the conditions, terms and specifications of the proposal and that any exception taken thereto may disqualify the proposal.
7. Any documentation submitted with or in support of a proposal or proposal shall become subject to public inspection under the Georgia Open Records Act. Labeling such information "Confidential", "Proprietary", or in any other manner shall not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract or purchase order.

#### **V. PREPARATION OF PROPOSALS**

1. This bid consists of the attached instructions, specifications, and request for bid forms. All bidders must use our form(s) for submitting their bid if applicable. No faxed responses will be accepted.
2. DO NOT INCLUDE ANY COST/PRICING INFORMATION IN THE TECHNICAL PROPOSAL.
3. By submitting a bid, the Contractor warrants that any services provided to the County meet or exceed specifications set forth in this solicitation.
4. The Purchasing Department will be the sole judge in making the determination as to the quality and the appropriateness of the services proposed as well as the responsiveness and responsibility of the Contractor.
5. Only an authorized officer of the company shall sign the bid and/or submit bids electronically.
6. Successful bidders shall obtain, if applicable, all necessary licenses and/or permits required by local and state law prior to issuance of purchase order for and performance of said items/services.
7. By submitting a bid, the bidder certifies that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition with this proposal submitted to Douglas County Board of Commissioners. The bidder also agrees to meet all the Conditions and Specifications outlined in this document.
8. Douglas County reserves the right to waive informalities, to reject any and all bids, to evaluate bids, to accept portions of any bid, and to accept any bid, which in its opinion, may be in the best

interest of the County. The County reserves the right to add to or delete from the contract after the contract has been awarded.

9. Negligence on the part of the proposer in preparing the proposal confers no right for withdrawal or modification in any way after the deadline for the proposal opening.
10. All products, equipment, article or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
11. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer's request and expense if items are not destroyed by testing.
12. Full identification of each item proposal upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the proposer is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. If any equivalent version is proposed, prospective proposers are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the proposal for further consideration. Final determination of equivalency will be determined by Douglas County.

#### **W. SUBMITTAL GUIDELINES FOR BIDNET DIRECT**

##### **1. RFP Released**

The release of the RFP is formally communicated through the posting of this RFP as an event in BidNet Direct and/or by a public announcement posted to the Georgia Procurement Registry.

This RFP is being conducted through BidNet Direct, an online, electronic tool, which allows a supplier to register, log on, select answers and type text in response to questions, and upload any necessary documents. **Each supplier interested in competing to win a contract award must complete and submit a response to this RFP using BidNet Direct.**

##### **2. RFP Review**

The RFP consists of any and all documents or links applicable to the solicitation, as posted online on BidNet Direct.

Please carefully review all information contained in the solicitation, including all documents available as attachments or available through links. Any difficulty accessing the solicitation or documents

should be reported immediately to the Issuing Officer and/or the BidNet Help Desk.

### 3. Uploading Forms

Once the supplier is ready to upload electronic files (completed forms or worksheets, product sheets, etc.), please follow the directions within the RFP to upload these documents in the proper location.

### 4. Reviewing the Response Prior to Submission

Each supplier is responsible for ensuring all questions have been answered appropriately and that all necessary documents have been uploaded where applicable. Prior to final submission of your response, please review the following checklist:

- a. Please review and confirm that the supplier has answered all questions appropriately (if applicable).
- b. Please confirm that all necessary files have been uploaded.

### 5. Help Desk Support

For technical questions related to the use of BidNet Direct, suppliers have access to phone support at 800-835-4603, Monday through Friday 8:00 AM to 8:00 PM EST excluding Holidays or closings in response to inclement weather. Suppliers can also email questions to: [support@bidnet.com](mailto:support@bidnet.com)

## **X. EXCEPTIONS AND OMISSIONS**

Any exceptions to the specifications and/or terms and conditions must be addressed during the question/clarification and addendum phases.

## **Y. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS**

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the proposer may make notes to those areas but may not materially alter any document language.

## **Z. COST INCURRED BY VENDORS**

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

## **AA. CODES, PERMITS, FEES, LICENSES AND LAW**

All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.

State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manners, and such are conditions of the contract. By submitting a proposal to the County contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance. Such attestation(s) shall be maintained and may be inspected by the County at any time. An affidavit of such compliance included with the proposal must be signed by the contractor and will become part of the contract.

**BB. SAFETY**

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

**CC. NON-COLLUSION**

By submitting a proposal in response to this solicitation, the proposer represents that in the preparation and submission of this proposal, said Proposer did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**DD. NONDISCRIMINATION**

Notwithstanding any other provision of this Agreement, during the performance of this Agreement Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

1. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
2. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

**EE. DRUG FREE WORKPLACE CERTIFICATION**

By signing the Supply Service Contract form, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-free Workplace

Act”, have been complied with in full. The undersigned further certifies that:

1. A drug-free workplace will be provided for the Contractor’s employees during performance of the contract; and
2. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.
3. Contractor may be suspended, terminated, or debarred if it is determined that:
  - a. The Contractor has made false certification hereinabove; or
  - b. The Contractor has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 50-24-3.

**FF. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between Douglas County and the successful Contractor.

**GG. SUPPLIER INCLUSION PROGRAM**

Small, local, veteran-owned, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process. Please see the Supplier Inclusion Program form for a description of each of these types of businesses.

**HH. DELIVERY AND F.O.B. DESTINATION**

1. All prices shall include shipping and delivery cost to our destination, F.O.B., Douglas County, Georgia, unless otherwise requested. The proposer shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, proposer shall supply all materials required. The County will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The proposer shall retain title for the risk of transportation, including the filing for loss or damages.
2. The County desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

## II. AWARD OF CONTRACT

1. Douglas County desires to complete the award process in a timely manner. Douglas County reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the County with price and other factors considered. Douglas County may elect to waive any technicalities. The proposal will be awarded to highest score proposer(s), if awarded. The proposal specifications and results will be available on the County's website: [Douglas County - Bid Opportunities and RFPs | BidNet Direct](#)
2. Douglas County reserves the right to reject any proposal if the evidence submitted by or investigation of, the proposer fails to satisfy the County that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on their proposal, an award may be made to the next low responsive and responsible proposer.

**Responsibility** - The determination of the proposer's responsibility will be made by the County based on whether the proposer meets the following minimum standard requirements:

- Maintains a physical location presence and permanent place of business.
- Has the appropriate and adequate technical experience required.
- Has adequate personnel and equipment to perform the work expeditiously
- Able to comply with the required or proposed delivery and installation schedule.
- Has a satisfactory record of performance.
- The ability of the proposer to provide future maintenance and service for the use of the contract under consideration.
- Has adequate financial means to meet obligations incidental to the work.
- Such other factors appear to be pertinent to either the proposal or the contract.

**Responsiveness** - The determination of the proposer's responsiveness will be made by the County based on a consideration of whether the proposer has submitted complete proposal documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

3. Douglas County is subject to making records available for disclosure after the Board of Commissioners approval of the recommendation. The award shall be made by the Board of Commissioners of Douglas County. No claim shall be made by the selected Proposer for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated for the proposal project.

## JJ. LOCAL VENDOR PRIVILEGE

1. There is established in Douglas County, a local vendor privilege. Bids or proposals awarded to local vendors contribute to the local tax base and will therefore be given special consideration when bidding against out-of-jurisdiction (out-of-county) vendors. Bids or proposals received from local vendors will be given preference if such bid or proposal is responsive and within five (5) percent

of the low bid submitted by any out-of-county bidder. In such an instance, the local vendor will be given the opportunity to match the low bid offered by the out-of-county vendor. If such a local vendor agrees to match the low bid received from the out-of-county vendor within the time specified by the county; the bid shall be awarded to the local vendor.

2. A local vendor shall only be eligible to receive the benefit of this privilege if it meets each of the following requirements prior to any award of a contract or purchase:
  - A. The business or supplier must operate and maintain a regular place of business within the geographical boundaries of Douglas County; and
  - B. The business or supplier must have a current occupational tax certificate; and
  - C. The business or supplier must have paid all real and personal taxes owed the county; and
  - D. The business or supplier must certify its compliance with the Georgia Security and Immigration Act.
3. This policy shall not apply to any bid or proposal for material, equipment or services in excess of one hundred thousand dollars (\$100,000.00). In such cases, the bid award shall be subject to the competitive bidding requirements as otherwise provided herein or general law.

#### **KK. INDEMNIFICATION**

1. The vendor that is selected as the contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless Douglas County and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Douglas County and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.
2. The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the contractor.

#### **LL. CONTROLLING LAW, VENUE**

Any dispute arising as a result of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Douglas County, Georgia. This Agreement shall be governed by the applicable laws of the County of Douglas and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the County of Douglas Judicial Courts.

#### **MM. CONTRACTOR AS INDEPENDENT CONTRACTOR**

In conducting its business hereunder, Contractor acts as an independent contractor and not as an

employee or agent of County. The selection, retention, assignment, direction and payment of Contractor's employees shall be the sole responsibility of Contractor.

#### **NN. ASSIGNMENT**

The Agreement, in whole or any part hereof, created by the award to the successful contractor shall not be sold, not be assigned or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of Douglas County.

#### **OO. PERFORMANCE OF CONTRACT**

1. Douglas County reserves the right to enforce the Contractor's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the proposer's performance.
2. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
3. The Contractor accepts the relationship of trust and confidence established by the award of this proposal solicitation. The Contractor covenants with the County to utilize the Contractor's best skill, efforts and judgment in furthering the interest of the County; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the County,
4. All purchases for goods or services are subject to the availability of funds for this particular purpose.

#### **PP. INVOICES**

Invoices shall be emailed to the Finance Department at [accountspayable@douglascountyga.gov](mailto:accountspayable@douglascountyga.gov). Invoices shall be based upon actual services rendered, actual work performance and/or products delivered and include the following:

1. Name and address of successful proposer;
2. Detailed breakdown of all charges for the services or products delivered stating any applicable period of time;
3. Douglas County's Purchase Order Number;

## SECTION II - SCOPE

Douglas County Board of Commissioners is seeking a design/ build contractor to provide turnkey services to reconfigure an existing courtroom to accommodate State Court jury trials.

It will be the responsibility of selected contractor to survey existing courtroom and offices on the 3<sup>rd</sup> floor, previously used for Juvenile Courts/ Programs. We ask that the contractor provide floor plans for approval, subsequent architectural drawings and construction of the space.

The approved contractor will provide all services except those specified.

### State Courtroom

- Proposed courtroom reconfigure project must closely resemble the existing jury trial courtroom design, and architectural elements if possible, including millwork.
- Existing courtroom mill work must be protected and untouched except for the millwork on the wall that will be removed to expand the space. Carpet must also be protected except for the rear wall area, which is to be removed and any areas that are damaged during renovations. ***Carpet is not part of the scope of work for the renovation contractor.***
- A jury box including millwork will need to be installed and reflective of existing courtrooms. It will be recommended during the pre-bid tour that measurements be taken of existing jury box and gallery. Douglas County will provide furniture for the jury box, courtroom, and jury deliberation rooms (***not part of the scope of work for the renovation contractor***).
- The courtroom will require gallery seating area in the courtroom and small conference room. Furniture and pews are ***not*** part of this scope of work for the renovation contractor. The few existing pews will be removed by Douglas County prior to renovation.
- Mechanical and lighting fixtures must match existing courtroom.
- Recessed Ceiling Tiles must match the existing courtroom design.
- Fire suppression heads must match the existing courtroom (per code)

### Jury Deliberation Rooms (off the courtrooms)

- A conference room within the jury deliberation room and this design must resemble the existing jury deliberation rooms. This design will allow both jury deliberation rooms to access small kitchen and restrooms as a shared space. Restrooms and kitchen galley will separate both jury deliberation rooms.

### Two Unisex Restrooms

- ADA compliant
- Mechanical, Electrical, Plumbing, and fire suppression will match existing jury deliberation room restrooms. (Per Code).
- Toilet, sink, and recessed accessories will resemble existing deliberation room restrooms

### **Kitchen Galley**

- Will include sink, refrigerator, and microwave.
- Cabinetry to accommodate kitchen appliances/ accessories.
- Kitchen galley must match existing court kitchen galley.
- Mechanical, Electrical, Plumbing, and fire suppression will match existing deliberation kitchen galley. (Per code)

### **Current Square Footage**

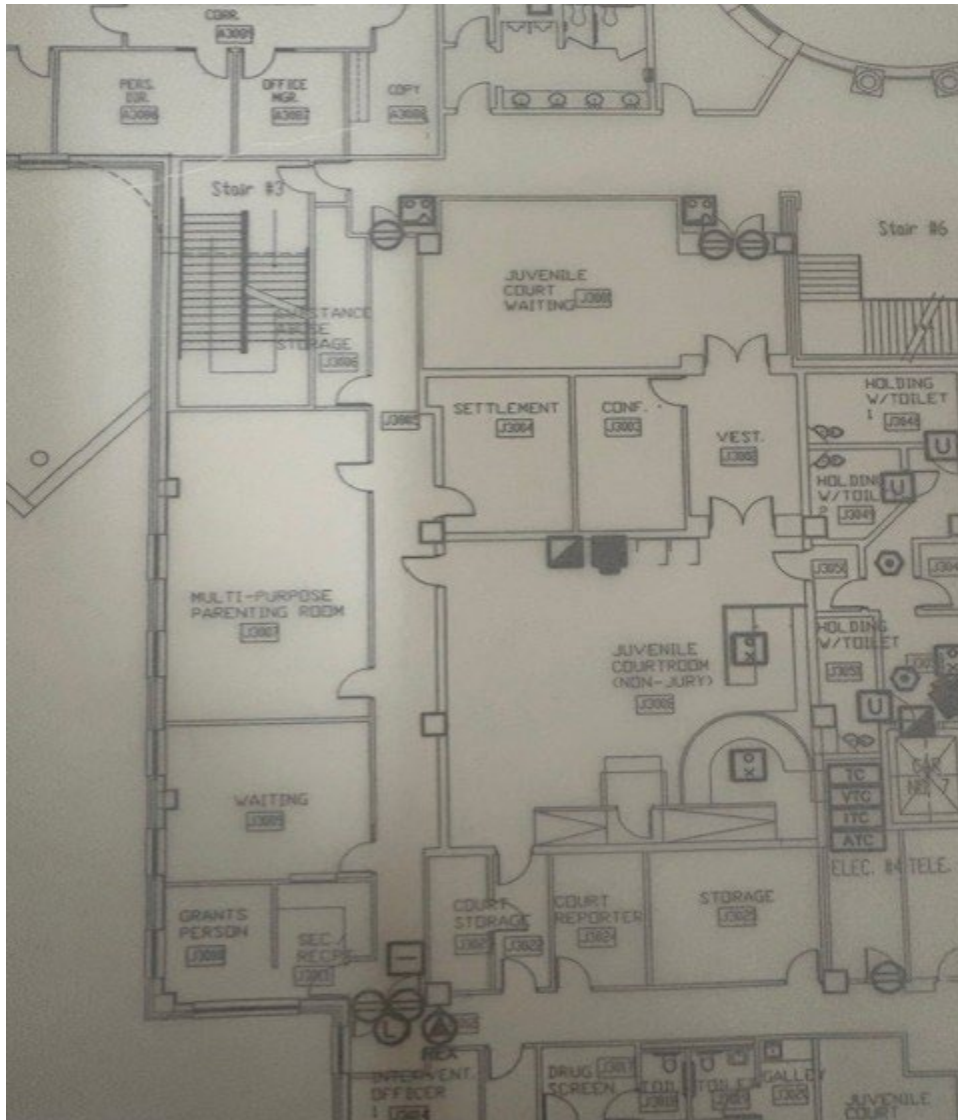
- Juvenile Courtroom 1 1,827 sq.ft.
- Juvenile Program Space 1,490 sq.ft.

### **County will provide the following**

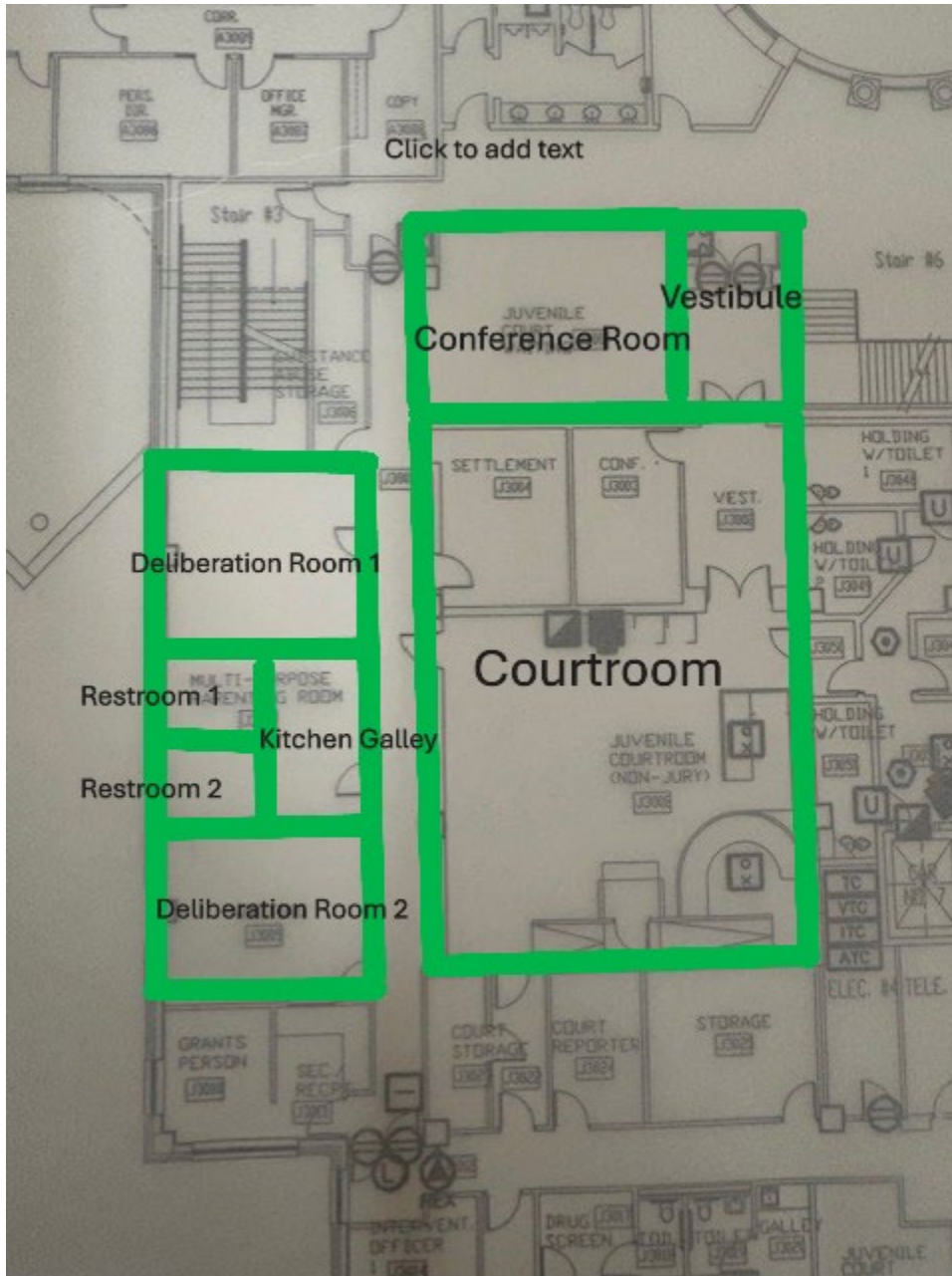
- AV System for the courtroom
- Furniture
- Carpet

### **Johnson Controls**

- Johnson Controls must be used for all related equipment such as smoke detectors, sprinkler system, and other building related technologies.



Picture above shows current floor plan.



**Picture above shows desired floor plan.**

During the mandatory pre-bid meeting, Douglas County will be addressing all questions regarding these items as well as conducting a tour of the renovation space and of an existing courtroom/jury deliberation, so all parties will see firsthand what is expected to create with this project.

*The approved contractor will submit a completed background screening and other required screenings for any contractor or sub-contractor that will be filed on site with the Douglas*

*County Sheriffs Department. Douglas County Courthouse operates Monday - Friday 8:00am-5:00pm. After hours and weekend work must be pre approved by Sheriffs Department and Building Management Director.*

## **SECTION II - SELECTION CRITERIA**

The proposals will be evaluated based on the information presented in the RFP. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the RFP. The County may conduct such investigations or interviews, as it deems necessary to assist in the evaluation of any qualifications submitted and to establish to Douglas County's satisfaction the responsibility, qualifications, and financial ability of any Respondent. Respondents **shall not** assume that the County will elect to pursue any discussion or interviews.

A selection committee designated by Douglas County will evaluate and rank each responsive proposal, with the three top-ranked Respondents presented to the Douglas County Board of Commissioners for authorization to negotiate an Agreement with the top-ranked Respondent. The failure to timely reach an acceptable contract with the top ranked Respondent will result in the termination of those negotiations and the commencement of negotiations for an acceptable contract with the next highest ranked Respondent and successive Respondents, if necessary. The ranking of the proposals will be based on the evaluation criteria as follows:

- A. Firm History & Information**
- B. Relevant Experience**
- C. Project Team**
- D. Financial Information**
- E. Project Approach & Schedule**

It is anticipated that an Agreement for the described work will be entered into with the Respondent that, in the opinion of Douglas County, offers the most favorable qualifications. The evaluation by the Selection Committee will be based on the criteria listed above and the ability of the Respondent to successfully carry out the Agreement. Proposals shall be prepared per the following Sections, as well as a one-page letter of transmittal signed by an owner, officer, or authorized agent of the Respondent acknowledging and accepting the terms and conditions of this RFP, an executed Conflict of Interest Statement and non-collusion affidavit.

The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received. Failure to observe any of the instructions or conditions in this request for proposal may constitute grounds for rejection of the proposal. The County reserves the right to make an award as deemed in its best interest which may include awarding a proposal to a single Respondent or multiple Respondents; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple Respondents, based on its sole discretion of its best interest.

## **Section IV – TECHNICAL PROPOSALS**

The technical proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Offeror’s knowledge, skills, and abilities to provide requested services and will be reviewed and evaluated based on each Offeror’s responses to the criteria described below.

Responses must be submitted in the format outlined in this section. Each response will be reviewed to determine if it is complete prior to actual evaluation. Failure to provide accurate, up-to-date responses to any and all portions of the RFP may result in disqualification without prejudice. The Douglas County Board of Commissioners reserves the right to eliminate from further consideration any responses that are deemed to be substantially or materially unresponsive to the requests for information contained in this section. The intent of the Douglas County Board of Commissioners is that all responses follow the same format in order to evaluate each response fairly. The Douglas County Board of Commissioners may, during the course of the evaluation process, request additional information to supplement and/or clarify the information provided.

Proposals will be evaluated in light of the material and substantiating evidence presented in the proposal, and not on the basis of what is inferred.

Any exceptions taken to the terms and conditions of this RFP must be clearly identified. If no exceptions are listed, it will be concluded that the proposer will meet, in every detail, the conditions stipulated in this RFP and the Contract Documents.

Proposals may be modified or withdrawn by written notice received prior to deadline for receipt of proposals.

The proposal form shall be signed by such an officer, member, or person as is duly authorized to bind the contractor to a contract.

PROVIDE THE FOLLOWING QUALIFICATIONS AND INFORMATION:

### **A. EVALUATION CRITERIA**

#### **1. Firm History & Information**

Briefly describe your firm’s organizational structure and history. Include the following information:

- Cover letter [limited to two (2) letter-size pages]. The cover letter shall include a project title, company information (including name, address, e-mail address, and telephone and fax number), names, email addresses and telephone and fax numbers of persons authorized to provide any clarifications required. The letter should express your organizations commitment to the following topics:
- Why you believe your firm is aptly suited to perform services for Douglas County.
- What specific qualities/attributes you and your firm possess that would enable you to meet the Douglas County Board of Commissioners high expectations of service in a superior manner.
- Comment on your firm’s qualifications, including general information and brief history of the

firm, including a chronology of the firm's origin through its current status and any changes in ownership or locale since its inception.

- Furnish an organizational chart for your firm specifically indicating those who will be involved in this program, the length of time that the current management team has been with the firm and the amount of involvement that senior management will devote to this project.

## **2. Relevant Experience**

Provide a list of all relative and similar projects completed in the past five (5) years within 100 miles of Douglas County and specifically identify the four (4) most recently completed similar projects on the list. Include the following information:

- Project name and location
- General description (new construction, addition, renovation)
- Percentage of change orders
- Project's total square footage
- Project start and completion dates
- Scheduled duration vs. actual completion time
- Owner's contact information

## **3. Project Team**

Each respondent shall attach a project staffing plan including the following:

- A project organization chart showing a graphic representation of the participants listed as members of the project team and their responsibilities in the program.
- Initial staffing showing the percentage of time each staff member is to be assigned to the project team.
- A one-page resume including education, experience and any other pertinent information shall be included for each team member assigned to the projects.
- A list of relevant projects that each team members has participated in during the past five (5) years. Indicate the team member's title and reference contact for each project.
- Describe your method of prequalifying and generating interest from qualified subcontractors.

## **4. Financial Stability**

This category should be a measure of the proposer's financial strength and ability to fund the County's need and management ability for the project.

Provide a financial statement for the firm, or firms and the annual volume of projects completed.

## **5. Project Approach and Schedule**

This category should not only compare each firm's estimate of time to complete this project but should be linked to their track record of estimate versus actual time on previous jobs as demonstrated in their proposal.

Provide a brief outline and description of your firm's approach for these projects. The description should include, at a minimum, your approach to the following topics:

- Schedule Control
  - Include a schedule for this project including pre and post construction activities.
  - Schedule Recovery
- Change Order Management
- Safety Program
- Quality Control
- Post Completion Activities

Briefly describe your greatest concern regarding delivery of this project.

## **6. Cost**

The responsive and responsible supplier receiving the highest Total Combined Score and with whom the County is able to reach agreement as to contract terms will be selected for award.