



**Board of Commissioners of Clayton County
Central Services Department**

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Carol J. Rogers, Chief Procurement Officer
Authorized Purchasing Agent for Clayton County

REQUEST FOR PROPOSALS

**RFP #26-82 DESIGN AND INSTALLATION OF KINSHIP CARE PLAYGROUND
FOR CLAYTON COUNTY, GEORGIA**

SCHEDULE OF EVENTS

DATE

Proposal Release Date:	June 9, 2026
Non-Mandatory Pre-Proposal Conference: A Non-Mandatory Pre-Proposal Conference will be hosted virtually by our staff and responsible person(s). Please register by sending an email to: centralservicesbids@claytoncountyga.gov	June 25, 2026 10:00 A.M.
Non-Mandatory Site Visit: A Non-Mandatory Site Visit will be held at Kinship Care Resource Center, 849 Battle Creek Road, Jonesboro, GA 30236.	June 25, 2026 2:00 P.M.
Deadline for questions: Questions must be submitted online at: https://www.bidnetdirect.com/georgia/claytoncounty	July 2, 2026 3:00 P.M.
Answers will be posted by addendum at: https://www.bidnetdirect.com/georgia/claytoncounty	July 14, 2026
All responses to this RFP must be submitted online at: https://www.bidnetdirect.com/georgia/claytoncounty . Vendors are required to submit responses to solicitations electronically. If you need any assistance registering or using the platform, please call Bidnet Direct's Support Team at 800-835-4603 ext. 2 for assistance.	July 21, 2026 3:00 P.M.
Oral Presentations and Interviews, if required	August 17 – 21, 2026

**THIS PROPOSAL SOLICITATION FORM
MUST BE SIGNED AND SUBMITTED WITH PROPOSAL**

COMPANY NAME:		DATE:
MAILING ADDRESS:		PHONE:
CITY:		FAX:
STATE:	ZIP:	SSN OR FEDERAL TAX ID #:
EMAIL:	TITLE OF AUTHORIZED REPRESENTATIVE:	
PRINTED NAME:	AUTHORIZED SIGNATURE:	

TABLE OF CONTENTS

1.	INFORMATION AND INSTRUCTIONS TO PROPONENTS.....	3
2.	SUBMITTAL CHECKLIST	8
3.	INTRODUCTION	9
4.	SCOPE OF SERVICES	10
5.	MINIMUM REQUIREMENTS	10
6.	EVALUATION PROCESS	11
7.	PROPOSAL PREPARATION AND GUIDELINES	11
8.	STANDARD COUNTY CONTRACT	15
9.	APPENDICES	
	Appendix A – Contract Compliance Requirements	16
	Appendix B – Bonding and Insurance Requirements.....	21
	Appendix C – Required Form Submittals.....	28
	Appendix D – Contract Compliance Requirements (LVP).....	49
	Appendix E – Required Content of Proposal	51
10.	ATTACHMENTS	
	Attachment A – Scope of Services.....	55
	Attachment B – Cost Proposal Form.....	60
	Attachment C – Draft County Contract	61
11.	EXHIBITS	
	Exhibit A – General Requirements.....	84
	Exhibit B – Scope of Work Clarification.....	85
	Exhibit C – Unit Rate Table.....	87
	Exhibit D – Closeout Documents	88
	Exhibit E - Work in Inclement Weather	90

RFP #26-82 DESIGN AND INSTALLATION OF KINSHIP CARE PLAYGROUND FOR CLAYTON COUNTY, GEORGIA

INFORMATION AND INSTRUCTIONS TO PROPONENTS

1. **Services Required:** This Request for Proposals (“RFP”) from qualified Proponents (“Proponent” or “Proponents”) is for Design and Installation of Kinship Care Playground for Clayton County (“County”), Georgia. A detailed Scope of Services (“SOS”) is set forth in this RFP.
2. **Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the Clayton County Code of Ordinances. By submitting a proposal in reference to this solicitation, a Proponent acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the most recent version of County’s Code of Ordinances, which can be found at the following link: https://library.municode.com/ga/clayton_county/codes/code_of_ordinances?nodeId=PTIICOCLC_OGE_CH2AD_ARTIVPUPRDI. Clayton County’s Code of Ordinances are incorporated into this RFP by reference.
3. **Minimum Qualifications:** Each Proponent and its team members shall have the minimum experience set forth in this RFP.
4. **Certificate of Authority to Transact Business in Georgia:** Each Proponent shall submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its proposal. If the Proponent is not a Georgia corporation, Proponent is requested to submit a Certificate of Authority to Transact Business in the State of Georgia. This requirement also applies to Joint Venture (JV) Team Members, Subconsultants, and Subcontractors.
5. **Business License:** Proponent is requested to submit a copy of its current, valid business license with its Proposal. If the Proponent is a Georgia corporation, Proponent is requested to submit a valid county or city business license. If Proponent is a joint venture, Proponent is requested to submit valid business licenses for each member of the joint venture. If the Proponent is a not a Georgia corporation, Proponent is requested to submit a copy of its current, valid business license issued by its home jurisdiction in which its principal place of business is located. If Proponent is operating under a trade name or as a d/b/a, Proponent is requested to submit proof of registration with the Superior Court of the County in which it primarily conducts business or in which it is legally domiciled as required by O.C.G.A. §10-1-490.
6. **Professional License:** Proponent must attach a copy any professional license required by this RFP with its response.
7. **No Offer by County and Firm Offer by Proponent:** This solicitation does not constitute an offer by County to enter into a contract and shall not be construed by any Proponent to form a contract. This solicitation is only an invitation for offers from interested Proponents and no offer shall bind the County. A Proponent’s offer is considered a firm offer and may not be withdrawn except as provided in this RFP, in the County’s Code of Ordinances and other applicable law.
8. **Proposal Duration:** Proposals submitted in response to this RFP must be valid for a period of One Hundred and Twenty (120) calendar days from the Proposal Submission Deadline and must be marked as such.
9. **Proposal Submission Deadline:** Responses to this RFP will be accepted online at <https://www.bidnetdirect.com/georgia/claytoncounty> on **Tuesday, July 21, 2026 by 3:00 P.M., Eastern Standard Time (EST).**

10. **Non-Mandatory Pre-Proposal Conference:** A Non-Mandatory Pre-Proposal Conference has been scheduled for **Thursday, June 25, 2026, at 10:00 A.M., EST.** and will be hosted virtually by our staff and responsible person(s). Please register by sending an email to centralservicesbids@claytoncountyga.gov. Attendance at the Pre-Proposal Conference is non-mandatory for Proponents responding to this RFP. During the Pre-Proposal Conference, the general requirements of the project will be discussed. Any questions raised by potential Proponents will be discussed. Verbal answers to questions during the Pre-Proposal Conference will not be authoritative. Each Proponent must be fully informed regarding all existing and expected conditions and matters, which might affect the cost or performance of the Services. It should be emphasized, however, that nothing stating or discussed during the court of this Pre-Proposal conference shall be considered to modify, alter, or change the requirement of the solicitation documents, unless it shall be subsequently incorporated into an addendum to the solicitation documents
11. **A Non-Mandatory Site Visit:** A Non-Mandatory Site Visit will be held on **Thursday, June 25, 2026, at 2:00 P.M., EST** at Kinship Care Resource Center, 849 Battle Creek Road, Jonesboro, GA 30236.
12. **Solicitation Questions/Prohibited Contacts:** Any questions and communications regarding this RFP shall be submitted in writing by logging into <https://www.bidnetdirect.com/georgia/claytoncounty> on or before **Thursday, July 2, 2026 by 3:00 P.M., EST.** Questions received after the designated period may not be considered. Any response made by the County will be posted online at <https://www.bidnetdirect.com/georgia/claytoncounty> by addendum. No Proponent may rely on any verbal response to any question submitted concerning this RFP.
13. **All Proponents, and/or representatives of Proponents, seeking an award of a Clayton County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative other than the Department of Central Services employee named in the solicitation,** between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners, unless specified otherwise herein. **Attempting to influence the outcome of any given contract prior to a recommendation of award to the Board of Commissioners is strictly prohibited.** The Chief Procurement Officer will review alleged violations of this prohibition. If the Chief Procurement Officer determines that such a communication has compromised the competitive process, the proposal submitted by that Proponent may be disqualified from consideration for award, and that Proponent may, among other things, be placed on the ineligible source list. Violations of this prohibition may also be subject to prosecution under federal, state, or local laws. Clayton County employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value when such receipt has the potential to influence a procurement decision or to gain unfair advantage in a procurement competition, and as outlined in **the County's Ethics Code found in Article 2, Section 70-61, et seq. and all other applicable policies.**
14. **Ownership of Proposals:** Each Proposal submitted to the County shall become the property of the County, without compensation to a Proponent, for the County's use, in its discretion. The County shall not be liable for any proposal preparation costs incurred by Proponents.

- 15. Georgia Open Records Act:** Information provided to the County is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et. seq. Pursuant to O.C.G.A. § 50-18-72(a) (34), “[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]” and any such documents shall be labeled as confidential by Proponent. All such information shall be clearly labeled as a trade secret or confidential and include the relevant cite to the Open Records Act.
- 16. Bonding and Insurance Requirements:** The Bonding and Insurance requirements for any Contract that may be awarded pursuant to this RFP are set forth in Appendix B, Bonding and Insurance Requirements. Proponent must provide a copy of a current certificate of insurance evidencing any policies issued for Proponent as required in Appendix B. For purposes of this section, “Proponent” shall mean an individual, corporation, or other corporate entity submitting a proposal in connection with this solicitation, including each Joint Venture partner if Proponent is a Joint Venture.
- 17. Applicable County Small Local Business Programs:** The SLBE Programs applicable to this solicitation are set forth in Appendix A, Contract Compliance Requirements, included in this RFP. By submitting a Proposal in response to this solicitation, each Proponent agrees to comply with such applicable SLBE Programs.
- 18. Applicable Local Vendor Preference Program:** The Local Vendor Preference Program if applicable to this solicitation are set forth in Appendix D. The terms for this Program will only be set forth in the contract if the Proponent is submitting a proposal stating that it is a local vendor.
- 19. Evaluation of Financial Information:** The County’s evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. The County will review the Financial Information disclosed by Proponent and attached to this RFP. Further, if this RFP requires the successful Proponent to post some type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial institution indicating that it is willing to issue such performance guarantee for the Proponent if a Contract is awarded.
- 20. Sub-consultants and Manufacturers:** Proponents are required to submit, in writing, the addresses of any proposed Subcontractors or equipment manufacturers listed in the Proposal and may be required to submit other material information relative to proposed Subcontractors. County reserves the right to disapprove any proposed Subcontractors whose technical or financial ability, or resources, or experience are deemed inadequate.
- 21. Examination of Proposal Documents:**
- 21.1** Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions, which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.
- 21.2** Each Proponent shall promptly notify County in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents.

- 21.3** County may in accordance with applicable law, by Addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time.
- 21.4** Each Proponent must confirm Addenda have been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum.
- 21.5 Solicitation cancellation or rejection of Proposals.** The County may waive any technicalities and formalities in the proposals received. Additionally, this RFP may be canceled at any time, any or all proposals may be rejected in whole or in part, or the award may be deferred, where it is determined to be in the best interest of the County.
- 22. Oral Presentations/Interviews:** Responsive Proponents may be required to make an oral presentation of their proposed solution to the County's Evaluation Committee. Representatives of the Key Personnel as identified in the Proponent's proposal, and those with decision making ability and authority speak on behalf of and to bind the Proponent, must be active participants in the oral presentation. If required, oral presentations will be held the **week of August 17, 2026**. The County will notify responsive proponents of the date, time, and location for the presentation, and will supply an agenda or topics for discussion.
- 23. Award and Execution of Contract:** If the County awards a Contract pursuant to this solicitation, such award shall be made to the responsive and responsible proposer whose proposal is determined to be the most advantageous to the County based upon the evaluation factors set forth in this RFP. The County will prepare and forward to the Proponent a Contract for execution substantially in the form of the Draft Contract included in this RFP. Changes may be made to reflect the specified portions of the Proponent's proposal, negotiated changes to the Scope of Services, and Cost Proposal Forms. All Proponents should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the Proponent's response to the RFP. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, Proponent should review any proposed revisions with an Authorized Representative having authority to execute the Contract. Upon approval of the contract by the Clayton County Board of Commissioners, the County will provide the Proponent with three (3) unsigned Contracts. The Proponent shall execute and return three (3) Contracts, with required insurance certificates and other documents as listed in this RFP or required by the County, within no more than ten (10) calendar days from receipt of the Contracts.
- 24. Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("Act"), formerly known as the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Proponent must provide with its Bid proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Contractor Affidavit, Illegal Immigration Reform, and Enforcement Act Forms attached herein as Forms F6.6 and F6.7, Appendix C: Required Submittal Forms, must be submitted with the bid at the time of submission. Under state law, the County cannot consider any bid which does not include the completed form F6.6. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising the Proponent must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with Clayton County are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on county solicitations and their participation in those solicitations. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

- 25. Multiple Awards:** The County reserves, in its sole discretion, the right to make one (1) award, no award, or award contracts to multiple Proponents.
- 26. Joint Ventures:** Each party to a Joint Venture will be required to fully complete and submit the Required Submittal Forms unless otherwise indicated in this RFP.
- 27. Conflict of Interest:** Proponents are advised to read and familiarize themselves with the conflict of interest provisions of this RFP. The County reserves the right to issue RFPs for projects that are independent of RFP #26-82 Design and Installation of Kinship Care Playground for Clayton County, Georgia. Except as stated in this RFP these Instructions, and the Notice to Proponents concerning Conflicts of Interests, successful Proponents under this RFP are not precluded from responding to such solicitations.
- 28. Tax Exemption Status:** The County is exempt from Federal Excise Tax and Georgia Sales Tax with regard to goods and services purchased directly by Clayton County. Exemption certificates are furnished upon request.
- 29. Codes, Permits, Fees, Licenses and Laws:** All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proponent. 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, which 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.
- 30. Negotiations; Best and Final Offers:** The County reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate for the accomplishment of the intent of this RFP. The County may require the submission of Best and Final Offers. The County may require that this RFP and Proponent's response be incorporated in full or in part as Contract Documents. The RFP and all responses, supplemental information, and other submissions provided by Proponent during discussions or negotiations may be held by the County as contractually binding upon Proponent. The County may seek clarification from a Proponent at any time during the procurement process, and failure of a Proponent to respond by the date set forth in the communication may be cause for rejection of Proponent's proposal.
- 31. TITLE VI SOLICITATION NOTICE -** Clayton County, GA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations (28 CFR Part 42), hereby notifies all Proponents or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded a full and fair opportunity to submit bids in response to this invitation and will not be, on the grounds of race, color, or national origin, excluded from participation in, denied the benefits of, or subject to discrimination in consideration for an award for any program or activity that receives Federal funds or other Federal financial assistance.
- 32. COOPERATIVE PROCUREMENT-** The County may permit other governmental entities to purchase the same commodity, equipment, or service from suppliers at the same price and under the same terms and conditions as extended to the County in a competitively procured contract. Other governmental entities may utilize the County's competitively procured contracts as "piggyback" purchases if such contract stipulates allowance for such governmental entities to purchase the same commodity, equipment, or service from the supplier at the same price and under the same terms and conditions as extended to the County or if the governmental entity obtains written permission from the Chief Procurement Officer and awarded supplier.

AND INSTALLATION OF KINSHIP CARE PLAYGROUND FOR CLAYTON COUNTY, GEORGIA

SUBMITTAL CHECKLIST

1. Please use the following checklist to verify that all required information is included in your proposal.
2. It is the sole responsibility of each proponent to ensure that their proposal is inclusive of all Submittals outlined below or elsewhere in this RFP.
3. **Failure to submit any of the items below may cause rejection of the Proposal.**
4. Proponents are required to submit responses to solicitations electronically online at: <https://www.bidnetdirect.com/georgia/claytoncounty>. The County will not consider any proposal that does not include completed Illegal Immigration Reform and Enforcement Act Affidavit Form(s).
5. The Financials must be submitted and uploaded as a separate attachment. Do not upload the Financials with the Technical Proposal.

REQUIRED DOCUMENTATION

INITIAL IF INCLUDED

1. PROPOSAL SOLICITATION FORM
2. SUBMITTAL CHECKLIST (THIS FORM)
3. ADDENDA (IF APPLICABLE)
4. ENTIRE PROPOSAL
5. COST PROPOSAL (ATTACHMENT B)
6. REQUIRED FORM SUBMITTALS (APPENDIX C)
 - F6.1 W-9 FORM
 - F6.2 NON-CONFLICT OF INTEREST
 - F6.3 NON-COLLUSION AFFIDAVIT
 - F6.4 BUSINESS ENTITY CERTIFICATE
 - F6.5 CERTIFICATE OF AUTHORITY – JOINT VENTURE
 - F6.6 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT - CONTRACTOR AFFIDAVIT
 - F6.7 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT - SUBCONTRACTOR AFFIDAVIT
 - F6.8 SUBCONTRACTOR INFORMATION FORM
 - F6.9 ACKNOWLEDGEMENT OF PROPONENT
 - F6.10 REFERENCE AND RELEASE FORM
 - F6.11 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS
 - F6.12 EXCEPTIONS FORM
 - F6.13 CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST FOR DEVELOPMENT OF SPECIFICATIONS OF SCOPE OF WORK
 - F6.14 DEBARMENT FORM
7. BUSINESS LICENSE
8. PROFESSIONAL LICENSE (IF APPLICABLE)
9. SLBE FORMS

Printed Name _____ Title _____ Date _____

Signature _____ Firm Name _____

Email Address _____ **Phone Number** _____

RFP #26-82 DESIGN AND INSTALLATION OF KINSHIP CARE PLAYGROUND FOR CLAYTON COUNTY, GEORGIA

1. INTRODUCTION

The County is soliciting proposals from interested, and qualified firms that are experienced in providing Design and Installation of Kinship Care Playground Services for Clayton County, Georgia.

1.1 INTENT TO AWARD

The County intends to award to a responsive and responsible Proponent whose proposal is determined to be the most advantageous to the County based upon the evaluation factors set forth in the RFP. The County reserves the right to make one (1) award, multiple awards or no award for RFP #26-82 Design and Installation of Kinship Care Playground for Clayton County, Georgia.

1.2.1 Responsiveness check- Each proposal shall be evaluated to determine whether it is responsive to the specifications and other terms and conditions contained in the RFP.

1.2 TERM OF CONTRACT

The Proponent will mobilize with sufficient forces such that all work is complete on or before December 31, 2026.

1.3 CONFLICT OF INTEREST NOTICE TO PROPONENTS

1.3.1 All firms, Subcontractors and their employees are notified and advised to avoid potential conflicts of interests. Full and prompt disclosure of involvement in any project or services to other clients that may be in conflict with the County's projects shall be made to the County in the technical response of the Proponent's proposal and in advancement of assignment so that real or potential conflicts of interest can be avoided;

1.3.2 In any circumstance where Proponent, including any joint venture partners, parent or subsidiary companies, or affiliates under common control, is providing services or work under another contract with the County and a dispute, claim or conflict of interest arises between the County and such Proponent under the Contract for this project or another contract, the County may in its sole determination and discretion, suspend all existing work under this Contract and may or may not issue any further work to the Proponent under this Contract unless and until such dispute, claim or conflict of interest is resolved to the County's satisfaction. Should the County take such action, Proponent shall not be entitled to any additional costs of any kind resulting from such action except that Proponent may be paid for any authorized services provided to the County under this Contract prior to the effective date of the suspension of the work. This provision shall not be deemed exclusive and shall be supplemental to any rights and remedies available to the County under this Contract, its ordinances, any other agreement or as may be available under applicable law.

1.4 SUB CONSULTANTS AND SUBCONTRACTORS

- 1.4.1** Proponent must ensure the responsibility standards for each of its Subconsultants, and Subcontractors as listed below and in each and every part of this RFP. Verification must include documentation that each Subconsultant or Subcontractor meets the responsibility criteria required to perform the work including any professional license, certification, insurance requirements of this RFP, any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work, or requirements. Proponent must not furnish any statement, representation, or certification in connection with Subconsultants or Subcontractors that is materially false, deceptive, incorrect, or incomplete. Failure of the Proponent to provide information concerning the responsibility of any Subconsultant or Subcontractor may result in a finding that the Proponent is not responsible.
- 1.4.2** All proposed Subconsultants and Subcontractors must be listed in the Proponent's response. Proponent must ensure that all proposed Subcontractors have adequate personnel, past experience, adequate facilities, finances, and business systems to perform the scope of services. The County reserves the right to approve all Subcontractors and Subconsultants.
- 1.4.3** Proponent must have the responsibility of verifying the existence, authenticity, and dates of expiration of all licenses required by all Subconsultants and Subcontractors engaged in the work of this RFP. The lack of a valid license from Proponent or any Subconsultant or Subcontractor shall be grounds for default, and for immediate termination for cause with prejudice as it relates to the Proponent, and the removal of any unlicensed entity from the project. In the event Proponent, a Subconsultant or Subcontractor is required to be licensed or certified as a condition precedent to providing goods or services under this RFP, the revocation or loss of such license or certification may result in immediate termination of the Proponent's contract effective as of the date on which the license or certification is no longer in effect.
- 1.4.4** All Subconsultants and Subcontractors must be approved by the County prior to performing. Proponent must receive written permission to add Subconsultants or Subcontractors not initially submitted with Proponent's response. Failure of the Proponent to obtain from the County prior approval of each Subconsultant or Subcontractor performing work on the project may result in suspension of work by that subcontractor, removal of work performed by unapproved subcontractor(s) and all permissible sanctions against the Proponent.

2. SCOPE OF SERVICES

The County is seeking Design and Installation of Kinship Care Playground services for Clayton County, Georgia as specified in this RFP and Attachment A, Scope of Services (SOS), attached hereto and incorporated herein by reference.

3. MINIMUM REQUIREMENTS

Proponent shall have five (5) years of experience in providing Design and Installation Services in similar or more complex projects including but not limited to playground design and installation.

4. EVALUATION PROCESS

The County desires to select the Proponent whose proposal is determined to be the most advantageous to the County considering the technical and price evaluation criteria listed below. All Proposals will be evaluated by an Evaluation Committee in accordance with the County's Code of Ordinances and the criteria specified in this RFP as follows:

Relative Weight	ITEM FOR EVALUATION	Scoring Value Maximum Points
20%	Understanding the Scope of Services	20
20%	Organizational Qualifications	20
20%	Project Management and Personnel	20
10%	Financial Capability	10
10%	Proposed Schedule	10
20%	Cost Proposal	20
100%	TOTAL SCORE	100

Optional Oral Presentation and Product Demonstration Oral presentations/interviews and product demonstrations may be required before the final selection and award. Additional points for oral presentations/interviews and product demonstrations will be added to the proponent's total score.	Scoring Value Maximum Points
Oral Presentation/Interview (If Applicable)	15

5. PROPOSAL PREPARATION AND GUIDELINES

5.1 PROPOSAL FORMAT

Proponents are required to submit their proposals in the following format:

5.1.1 Technical Proposal. Proponents are asked to submit evidence of their experience and qualifications to perform the Services as required by the RFP. The technical proposal shall include responses to all of the information requested in the RFP and shall be tabbed to identify the specific components. All forms required by the County or provided by Proponent should be included. Please **do not include any cost of any kind in this section;** and

5.1.2 Cost Proposal. The Cost Proposal Form affixed hereto as Attachment B, must be completed in its entirety and uploaded separately in BidNet with Proponent's proposal. The Cost Proposal Form will become a part of the Contract attached to this RFP following negotiations, if any, pursuant to any award. The County may solicit Best and Final Offers, and discussions may be conducted with responsible proponents who submit proposals determined reasonably susceptible to being selected for award. **Please do not include the Cost Proposal with your Technical Proposal.**

5.1.3 Proposed Schedule. Proponent shall provide the proposed schedule in Gantt format and include the following:

5.1.3.1 Proposed milestone submittals and review periods.

5.2 CONTENTS OF TECHNICAL PROPOSAL

5.2.1 Executive Summary. The purpose of the Executive Summary is to provide an overview of the Proponent's qualifications to accomplish the project. At a minimum, the Executive Summary must contain the following information:

- 5.2.1.1** Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the state where each entity comprising it is organized, including entity name, brief history of the entity, how long in business, hours of operation, storefront or home based, one (1) individual contact person to whom all future correspondence and/or communications should be directed by the County concerning this solicitation. As well as the legal structure of the entity and a listing of major satellite offices. A statement declaring the type of business relationship the Proponent will use (i.e., a single company, joint venture, etc.);
- 5.2.1.2** Description of the size, resources and relevant capabilities of the firm;
- 5.2.1.3** The general and specific capabilities and experience of the Proponent's team. Each Proponent must identify examples where team members have worked together to complete a project and discuss how the team was formed and how the team will function as an integrated unit in providing services to the County;
- 5.2.1.4** A declarative statement as to whether:
 - 5.2.1.4.1** Proponent, or any member of the Proponent's team, has an open dispute with the County or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years;
 - 5.2.1.4.2** Proponent has within the past ten (10) years filed (or had filed against it) any bankruptcy or insolvency proceedings, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee or assignee for the benefit of creditors. If so, please provide an explanation;
 - 5.2.1.4.3** Proponent has failed to complete work or a contract awarded to proponent. If so, please provide an explanation; and
 - 5.2.1.4.4** Proponent or any of the Proponent's employees, agents, independent contractors or subcontractors have been convicted of, or pled guilty or nolo contendere to any felony. If so, please provide an explanation and details.
- 5.2.1.5** Provide a summary of the other sections of the Proposal. All Sections should fit together into a well-organized highlight of the significant points of the Proposal.

The Proposal shall include responses to all of the information requested in this RFP. Brevity and specificity are encouraged. Concise presentation of pertinent information and organization of the submittal will be part of the evaluation. The County prefers a well-planned, straightforward business presentation with brief explanations. Proposals with verbose or disorganized responses will be judged accordingly. The Proposal format described herein may not fully capture the particulars of all the information requested by the RFP. Should there be any doubt as to where to place any information, use your best judgment.

The following is a more detailed description of the requirements of certain portions of the Technical Proposal. The Technical Proposal shall be tabbed and organized as follows, with a suggested total page limit of One-Hundred (100) pages (excluding the Required Form Submittals).

5.2.2 Understanding the Scope of Services. The County wishes to contract with a Design and Installation of Kinship Care Playground team with a strong understanding of the scope of services described in Attachment A of this RFP. Please discuss the following criteria, and demonstrate how your firm meets the scope of services requirements:

- 5.2.2.1** Provide details on your firm's approach to perform the Scope of Services as described in Attachment A of the RFP;
- 5.2.2.2** Submit proposed schematics and/or drawing renditions of proposed equipment and new playground layout, including but limited to;
 - 5.2.2.2.1** Scaled site plan;
 - 5.2.2.2.2** Equipment layout;
 - 5.2.2.2.3** Use zones and fall zones;
 - 5.2.2.2.4** Surfacing layout and specifications;
 - 5.2.2.2.5** Drainage considerations;
 - 5.2.2.2.6** Accessibility routes;
 - 5.2.2.2.7** Detailed list of equipment with manufacture names and model numbers;
 - 5.2.2.2.8** Pictures for each component designs and colors available;
- 5.2.2.3** Describe your firm's approach to an inclusive playground design, ADA accessibility, safety compliance, durability, long-term maintenance impact and appropriateness for the Kinship Care population and intended age groups.
- 5.2.2.4** Describe the approach and systems used for planning, tracking, and meeting design and installation schedules;
- 5.2.2.5** Describe your proposed plan for coordination and communication with County staff;

5.2.3 Organizational Qualifications. Proponent shall provide the organization's experience and ability to provide the scope of services described in Attachment A.

- 5.2.3.1** Professional Qualifications and Specialized Experience of Proponent and its Team on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, and government agencies).
- 5.2.3.2** Professional Qualifications and Specialized Experience of Proponent's Key Personnel (and Team Members) and Local Availability of Key Personnel committed to Clayton County.

Resumes shall be limited to three (3) pages and presented in such a way as to particularly highlight the experience on projects or assignments of a similar nature. Resumes shall demonstrate that the individuals proposed have the appropriate licenses or qualifications for the relevant roles. The resumes must include summary chronologies of employment history including dates and title at each firm. Include the names of projects, client, city, and state. Resumes of administrative and support staff should not be included.

5.2.3.3 References of past and current Performance of the Proponent (and Team members) on other contracts in terms of quality of services, operating within budget and compliance with performance schedules. The Committee may solicit from current and/or previous clients including the County, other government agencies, or any available sources, relevant information concerning the Proponent's record of performance.

5.2.4 Project Management and Personnel. Proponent shall describe how they will organize and manage the project for the scope of services described in Attachment A.

5.2.4.1 Separately list any projects or contracts that the proposed team has worked on together in the last three (3) years.

5.2.4.2 An organizational chart of the proposed team indicating the role each team member will fulfill (11" x 17" paper allowed);

5.2.4.3 Submission of the names for Key Staff constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the County. In the event there is a need to replace Key Staff or Team Members during the course of the project, Proponent must describe its backup personnel plan.

5.2.4.4 The Proponent shall identify any outside specialized vendors it intends to use as a Sub-contractor for the work, or major portion thereof. The Proponent shall submit information on the Sub-contractor, which shall include: specialized Sub-contractor's resume, company history, address, details of experience with similar type of municipal or county projects during the last five (5) years, and copy of licenses and certificates required for all services to be provided under the Scope of Services. Proponent must provide a reference and release form for each proposed sub-contractor identifying work on projects similar to that to be performed under this RFP; and

5.2.4.5 Proximity to Clayton County: Describe the Proponent's current ability to effectively and conveniently perform the Scope of Services and to coordinate its efforts with the County and its other contractors. List office addresses and total number of employees, and the number of both professional and support employees located at those offices. Also, list the geographical location of the office that will be primarily responsible for assigned projects, and where the work will be accomplished.

5.2.5 Small Local Business Enterprise (SLBE): Submit information on SLBE participation at the Contractor, Subconsultant, and Subcontractor levels on the Contract Compliance forms provided in Appendix "A" of the RFP. In the case of a JV only the Joint Venture team is to submit SLBE forms. Each Proponent may submit the estimated percentage amount of participation instead of the dollar amount for each SLBE Subcontractor or Subcontractor.

5.2.6 Financial Information Forms.

To facilitate the County's efforts to evaluate, verify, and understand the Proponent's financial capacity, capability, and stability to undertake and perform the Services contemplated in this RFP, Proponent must provide accurate and legible financial disclosures to the County as requested below. By definition, a "Proponent" is an individual, entity, or partnership submitting a proposal or Proposal in response to this RFP.

- 5.2.6.1 Instructions.** If the Proponent is an individual, financial disclosures for that individual must be provided. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided. If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed below. The Proponent (and its owners, if applicable) must submit copies of all financial disclosures with its proposal. The Financials must be submitted and uploaded as a separate attachment. Do not upload the Financials with the Technical Proposal.
- 5.2.6.2 Financial Information:** The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests below with the Proposal:
- 5.2.6.3** Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant (CPA), including: Income Statement; Balance Sheet; and Statement of Cash Flows.
- 5.2.6.4** Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant (CPA), including: Income Statement; Balance Sheet; and Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable.
- 5.2.6.5** Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including: Income Statement; Balance Sheet; Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable; Letters of Reference form; and Dunn and Bradstreet reports for the last two (2) years.

6. STANDARD COUNTY CONTRACT

The Draft Contract, Attachment C, attached hereto and incorporated herein by reference is a standard County document, which should be thoroughly reviewed by all Proponents prior to submitting a proposal. Refer to Information and Instructions to Proponents, Award, and Execution of Contract in this RFP. Any proposed modifications or additions to the County's Standard Contract should be included in the Proposal.

APPENDIX A

CONTRACT COMPLIANCE REQUIREMENTS

APPENDIX A: CONTRACT COMPLIANCE REQUIREMENTS

SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PROGRAM

Clayton County has implemented a Small Local Business Program to promote full and open competition in all government procurement and purchasing. Goals for participation of Small Local Business Enterprises (SLBEs) are set for specific NIGP codes on a contract-by-contract basis for each specific prime contract with subcontracting possibilities. All forms included in this section must be completed for a Bidder to be considered responsive. **This project does not have a SLBE subcontracting goal.** However, Clayton County encourages Bidder to utilize small businesses whenever possible.

SLBE means a locally-based small business operating inside or outside of Clayton County, which meets the following criteria:

1. Demonstrates that the firm's gross revenues or number of employees averaged over the past three years, inclusive of any affiliates as defined by 13 C.F.R. § 121.103 et al., does not exceed the size standards as defined pursuant to 13 C.F.R. §121.201 et al. which can be found at:

Size Standard Table

<https://www.sba.gov/size-standards/?ms=nid4060>

2. Demonstrates that the net worth of each owner does not exceed \$2,047,000.00 exclusive of principal residence and the value of the SLBE;
3. Provides information regarding the ethnicity and gender of its original owners; and
4. Demonstrates that the firm is located or has an office in **Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale, or Spalding**
5. SLBE's must perform a commercially useful function, which means performance or provision of real and actual services under a contract or subcontract with Clayton County. Factors such as the nature and amount of work subcontracted; whether the SLBE has the skill and expertise to perform the work for which it has been certified; whether the SLBE actually performs, manages or supervises the work; and whether the SLBE intends to purchase commodities and/or services from a non-SLBE and simply resell them will be considered in determining if the SLBE is performing a commercially useful function.

This package contains the following forms that Bidder are required to submit along with their bid:

1. **Statement of Successful Sub-contractors – A1**
2. **Letter of Intent to Perform as a Sub-contractor – A6:** submitted for each subcontractor. Any changes to the subcontractors listed in the bid must be approved by the Contract Compliance Division.

Addition/Removal or substitution of subcontractors MUST be approved by the Contract Compliance Division PRIOR to the sub performing work.

Monthly Utilization Reports are submitted on a monthly basis after the project has begun. ALL Monthly payment reports are to be submitted via online submission at

<https://claytoncounty.gob2g.com/>

Primes are required to report payments as well as NON ACTIVITY on a MONTHLY basis. Proof of sub payments documentation MUST also be uploaded into the reporting system at the time of payment reports. Tracking will take place on ALL subs, not just the certified firms, Letter of intent must be provided for EACH intended subcontractor on the project regardless of certification status.

Quarterly Subcontractor Performance Evaluations are required to be submitted for all subcontractors with sub agreements valued as \$25,000 and above.

A Compliance Kickoff will be scheduled to be held with the awarded bidder directly after the project kickoff meeting. This is a mandatory meeting to discuss compliance requirements on Clayton County projects for all contracts with certified SLBEs and/or sub agreements valued as \$25,000 and above.

Contact CCD at CentralServices.ContractCompliance@claytoncountyga.gov for any compliance-related questions.

By signing the bid, the Bidder is certifying that it has complied with the requirements of this Program. Please contact the Contract Compliance Division for a list of certified SLBE's.

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CLAYTON COUNTY CENTRAL SERVICES
Statement of Successful Subcontractors/Suppliers

Bidder: _____ Vendor Number: _____ Bid Date Submittal: _____

Please provide the information requested for each subcontractor who will be utilized on this project. There is an SLBE goal of 0% on this project. A copy of each of the successful subcontractors' price quotes is due by the close of business on the second day following bid submission. A Letter of Intent for each subcontractor is required at the time of bid submission. If any item does not apply to an entity, please indicate N/A.

[illegible]

*If no Subcontractors will be utilized on this project, listed N/A (Not Applicable) on the document

Signature: _____ Date: _____

**LETTER OF INTENT TO PERFORM AS A
SUBCONTRACTOR/SUPPLIER BETWEEN PRIME AND SUBCONTRACTOR/JOINT VENTURER**

In the event that a Bidder proposes to use subcontractors/suppliers or joint ventures if awarded a contract for this project with Clayton County, the Prime Bidder is required to submit this signed Letter of Intent (LOI) from each subcontractor/joint venture partner that will be utilized on this project. A separate letter must be submitted for each proposed subcontractor. The amount and scope of work indicated on each LOI shall be the actual amount indicated on the Statement of Successful Subcontractors (A1 Form) that was submitted with the bid. **This letter shall be completed and submitted with the bid to be deemed responsive. Final confirmation of subcontractors and amounts will be required from the successful bidder prior to award.**

Project Name Design and Installation of Kinship Care Playground for Clayton County, GA

Bid Number RFP #26-82

Name of Prime Vendor

Address: _____

Street

City

State

Zip Code

Telephone: () Fax: () Email:

Name of Subcontractor/Supplier	
---------------------------------------	--

Address: _____

Street

City

State

Zip Code

Telephone: () Fax: () Email: _____

Tax ID/FDIN # (DO NOT LEAVE BLANK)

Type of Agreement: ☐ Services ☐ Supplies ☐ Both Services & Supplies

Payment Type: ☐ Lump Sum ☐ Hourly Rate ☐ Unit Price

Estimated Subcontract Amount \$	Estimated % of Contract
---------------------------------	-------------------------

Description of Work to be Performed or Supplies Provided

List the government or private organization with whom the subcontractor/vendor is certified as a small business enterprise:

The prime bidder and subcontractor/vendor listed above agree that upon execution of a contract for the above-named project between Clayton County and the prime bidder, that the subcontractor will perform the scope of work for the price as listed above. **The parties acknowledge that this letter of intent is only valid if a contract is awarded to and executed with the prime bidder.**

Prime Contractor**Subcontractor/Supplier**

Company Name _____

Company Name _____

Signature _____

Date _____

Signature
Date

Printed Name/Title

Printed Name/Title

REVISED 9/26/18

APPENDIX B

BONDING AND INSURANCE REQUIREMENTS

APPENDIX B BONDING AND INSURANCE REQUIREMENTS

A. Bonding Requirements

There are no Bonding Requirements for this RFP.

B. Insurance Requirements

Preamble

The following requirements shall apply to all work under the Contract. Compliance is required by all Contractors/Consultants. To the extent permitted by applicable law, Clayton County ("County") reserves the right to adjust or waive any insurance requirements contained in this Appendix B and applicable to the Contract.

1. Evidence of Insurance Required Before Work Begins

No work under the Contract may be commenced until all insurance requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such is compliance satisfactory to County as to form and content and has been filed with County. Contractor/Consultant must provide County with a Certificate of Insurance and Endorsements that clearly and unconditionally indicate that Contractor/Consultant has complied with all insurance requirements set forth in this Appendix B and applicable to the Contract. If the Contractor/Consultant is a joint venture, the insurance certificate shall name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the Contract at the time Contractor/Consultant submits to County its executed Contract, Contractor/Consultant must satisfy all insurance requirements required by this Appendix B and applicable by law and provide the required written documentation to County evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents or the transmittal correspondence, County may, in addition to any other rights it may have under the solicitation documents, the Contract or under applicable law, make a claim against any bid security provided by Contractor/Consultant, if any, or decline to enter into a contract with Contractor.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to County certifying that all insurance requirements set forth in this Appendix B and applicable to the Contract have been unconditionally satisfied.

For all contracts, regardless of size, companies providing insurance or bonds under the contract must meet the following requirements:

- i) Best's Rating not less than A-VII,
- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to County, County will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to County and submit to County evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance minimum requirements set forth in this Appendix B and applicable to the Contract will not relieve Contractor/Consultant from any liability under the Contract. Contractor/Consultant's obligations to comply with all insurance requirements set forth in Appendix B and applicable to the Contract will not be construed to conflict with or limit Contractor/Consultant's indemnification obligations under the Contract.

3. Insurance Required for Duration of Contract

All insurance required by this Appendix B must be maintained during the entire term of the Contract, including any renewal or extension terms, and until all work has been completed to the satisfaction of the County. If Clayton County shall so request, the Contractor/Consultant will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify Clayton County in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Contract and Appendix B that concern the proposed cancellation, or termination of coverage.

Risk Management Division
Central Services Dept.
7994 N. McDonough St.
Jonesboro, GA 30236
Fax No. (770) 473-5907

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the County with evidence of required insurance prior to the commencement of this Contract, and, thereafter, with a certificate and required endorsements evidencing renewals, replacements, or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Certificates of Insurance as evidence of such coverage. Clayton County coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Accord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

Clayton County, GA, 7994 N. McDonough St., Jonesboro, GA 30236, must be named as certificate holder. All notices must be mailed to the attention of **Risk Management at 7994 N. McDonough St., Jonesboro, GA 30236**.

7. Project Number & Name

The project number and name, **RFP #26-82 Design and Installation of Kinship Care Playground for Clayton County, GA**, may be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements

The County must be covered as Additional Insured under all insurance (except Worker's Compensation, Automobile Liability and Professional Liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. Contractor/Consultant must submit to County an Additional Insured Endorsement Evidencing County's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The County shall not have liability for any premiums charged for such coverage. The Endorsement must include the following verbiage: "Clayton County, GA, its appointed and elected Officials, departments, agencies, boards, commissions, officers, agents, employees and volunteers as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor/Consultant."

9. Waiver of Subrogation Endorsement

The Workers' Compensation policy must contain a Waiver of Subrogation Endorsement in favor of Clayton County including the following verbiage, "Clayton County, GA, its appointed and elected Officials, departments, agencies, boards, commissions, officers, agents, employees and volunteers for losses arising from work performed by or on behalf of the Contractor/Consultant."

10. Mandatory Sub-Contractor/Consultant Compliance

It is the sole responsibility of the general Contractor/Consultant to ensure all sub-Contractors/Consultants working under it have separately procured any and all types and limits of insurance that is required under any and all pertinent local, state, federal, ordinances or resolutions that are suitable for the particular trade that the sub-Contractor/Consultant is performing. It is also the sole responsibility of the general and/or prime Contractor/Consultant to ensure any and all sub-Contractors/Consultants or vendors carry types and limits of insurance not less than those listed herein and that the sub-Contractors/Consultants and/or vendors carry and/or procure endorsements to waive all subrogation rights against and name "Clayton County, GA, its appointed and elected Officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers" as additional insureds per this Appendix B.

11. Self- Insured Retentions, Deductibles or Similar Obligations
Any self-insured retention, deductible or similar obligation will be the sole responsibility of the Contractor/Consultant.
12. Task Order
Evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed. Additional Insurance Requirements may be mandatory for particular Task Orders as required.
13. Coverage Limits
Coverage provided by the Contractor/Consultant shall not be limited to the liability assumed under the indemnification provisions of the Contract.
14. Non-limitation on the Contractor's/Consultants Liability
The obligations for the Contractor/Consultant to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor/Consultant whether or not same is covered by insurance.
15. Use of Premises
The Contractor/Consultant shall confine its apparatus, material and the operations of its workers to limits/requirements indicated by law, ordinances, permits, codes and any restriction of Contractor/Consultant and shall not unreasonably encumber the premises with its materials or supplies.

C. Coverage Types and Limits

1. Workers' Compensation and Employer's Liability Insurance
Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes in the following limits to cover each employee who is or may be engaged in work under the Contract:

Workers' Compensation. **Statutory**
Employer's Liability:
Bodily Injury by Accident/Disease **\$1,000,000 each accident**
Bodily Injury by Accident/Disease **\$1, 000,000 each employee**
Bodily Injury by Accident/Disease **\$1,000,000 policy limit**
2. Commercial General Liability Insurance
Contractor/Consultant must procure and maintain Commercial General Liability Insurance in an amount not less than **\$1,000,000** per occurrence subject to a **\$2,000,000** aggregate. The following is the minimum insurance and limits that the Contractor/Consultant must maintain. If the Contractor/Consultant maintains higher limits than the minimums shown below, County requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County. The following indicated extensions of coverage must be provided:

- Products – Completed Operations Aggregate
- Personal and Advertising Injury
- Premises Operations
- Independent Contractor/Consultants/Sub-Contractor/Consultants
- Additional Insured Endorsement* (primary& non-contributing in favor of Clayton County)
- Any other type of liability for which this Contract applies

3. Commercial Automobile Liability Insurance

Automobile Liability Insurance with limits of liability of not less than **\$1,000,000** per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicle liability.

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

4. Excess Liability:

\$2,000,000

- a. Policy must follow form of General Liability Policy and all insurance together for general liability must total at least a minimum of three million dollars (**\$3,000,000**). Any form of underlying and excess policies may satisfy such requirement.
- b. The policy shall be endorsed to include "Clayton County, GA, its appointed and elected Officials, departments, agencies, boards, commissions, officers, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor."

5. Professional (Errors and Omissions) Liability Insurance

For professional services with limits of liability of not less than **\$1,000,000** per occurrence or claim/ **\$1,000,000** policy aggregate. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitations, related to professional services to be provided under this contract. The policy shall be amended to include independent contractors/ consultants providing professional services on behalf of or at the direction of the provider. The definition of Contractual Liability shall be amended to state that liability under a contract of professional Services is covered. Further, coverage shall be afforded for personal injury, regulatory actions, wrongful act, and contractual liability. The provider shall insure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

6. Contractor Consultant Pollution Liability Insurance

For losses caused by pollution conditions that arise from the operations of the Contractor as described in the Scope of Services section of this Contract.

Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000

- Coverage must be **identified as specific to the operations** as described in the Scope of Services in this Contract.
- Pollution coverage must apply to all phases of the work described in the Scope of Services in this Contract.
- The policy shall include coverage for bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.
- The policy shall include coverage for property damage, and physical damage to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically damaged or destroyed.
- The policy shall include defense to include costs, charges and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

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APPENDIX C

REQUIRED FORM SUBMITTALS

F6.1 W-9 FORM

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
6 City, state, and ZIP code			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA Reporting*, later, for further information.

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

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

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

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

F6.2 NON-CONFLICT OF INTEREST

By submitting a proposal in response to this solicitation, Proponent represents that in the preparation and submission of this proposal, said Proponent did not either directly or indirectly, enter into any combination or arrangement with any person, Proponent, 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 1 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 bid or proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Proponent certifies that to the best of its knowledge, no circumstances exist which shall cause a conflict of interest in performing services for Clayton County, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this Request for Proposals.

Signature: _____

Type Name: _____

Title: _____

Firm: _____

F6.3 NON-COLLUSION AFFIDAVIT

I, _____ of the City of _____, in the County of _____, and the State of _____, of full age, being duly sworn according to law on my oath depose and say that: I am _____ of the firm of _____.

The Proponent making the Proposal for the above named Contract, and that I executed the said Proposal with full authority so to do; that said Proponent has not, directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Contract; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the County of Clayton relied upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said Proposal.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

(Printed Name)

(Signature)

Subscribed and sworn to before me

This _____ day of _____, 20_____.

(Signature of Notary Public)

Notary Public of _____

My Commission expires _____, 20_____

F6.4 BUSINESS ENTITY CERTIFICATE

(a) CORPORATE CERTIFICATE

I, _____, certify that I am the
_____ of the Corporation named as Proponent herein, same

(title)

being organized and incorporated to do business under the laws of the State of _____;

that _____ who executed this Proposal on behalf of the Proponent was,

then and there, _____ and

(title)

that said Proposal was duly signed by said officer for and on behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

This ____ day of _____, 20 ____.

(Printed Name)

(Signature)

(Corporate Seal must be affixed above)

(b) PARTNERSHIP, LLC AND OTHER ENTITIES

I, _____, certify that I am authorized to sign to
commit _____ named a Proponent in the foregoing Proposal. That

said company is formed under the laws of the State of _____.

This ____ day of _____, 20 ____.

(Printed Name)

(Signature)

F6.5 CERTIFICATE OF AUTHORITY – JOINT VENTURE

(Separate Certificate to be submitted by each joint venture partner)

I, _____, and (1) certify that:

1. I am the _____ (2) of _____, (3) (hereinafter “Venturer”);
2. Venturer is a partner and participation in the joint venture having submitted the Request for Proposal No. _____ for _____
(Insert Project Name)
3. Venturer is organized and incorporated to do business under the laws of the State of _____; and
4. Said Request for Proposal No. _____ was duly signed by said officer for and on behalf of said Venturer and the Proponent pursuant to the authority of the governing body of each and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

This _____ day of _____, 20____.

By: _____
Signature of Person Executing Certification

INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE

1. Name of secretary (if Venturer is a corporation), or Manager or CEO (if Venturer is a LLP of Venturer.
2. Title of person executing Certification.
3. Name of joint venture partner.

COPY THIS FORM AND SUBMIT SEPARATE CERTIFICATES FOR EACH JOINT VENTURE PARTNER WITH THE PROPOSAL.

F6.6 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT

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 for services on behalf of **Clayton County Board of Commissioners** (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

RFP #26-82 Design and Installation of Kinship Care Playground for Clayton County, Georgia
Name of Project

Clayton County Board of Commissioners
Name of Public Employer

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

Executed on _____, 20__ in _____ (City), _____ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ____ DAY OF _____. 20__.

NOTARY PUBLIC

My Commission Expires:

F6.7 ILLEGAL IMMIGRATION AND ENFORCEMENT ACT
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 the Clayton County Board of Commissioners has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned 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 of receipt of an affidavit from any Sub-Subcontractor that has contracted with a Sub-Subcontractor to forward, within five business days of receipt, a copy of such 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

RFP #26-82 Design and Installation of Kinship Care Playground for Clayton County, Georgia
Name of Project

Clayton County Board of Commissioners
Name of Public Employer

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

Executed on _____, _____, 20__ in _____(City), _____(State).

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE _____, DAY OF _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

F6.8 SUB-CONTRACTOR INFORMATION FORM

The Proponent shall identify all proposed Subcontractors who shall be performing work under the proposed Contract. The Proponent certifies that the following individuals, firms, or businesses must be hired or awarded subcontracts for the indicated portions of the work in the event that the Proponent is awarded a Contract.

Please list all proposed Subcontractors below:

1. TYPE OF WORK: _____

Name

_____, _____, _____, _____
Street Address City State Zip

2. TYPE OF WORK: _____

Name

_____, _____, _____, _____
Street Address City State Zip

3. TYPE OF WORK: _____

Name

_____, _____, _____, _____
Street Address City State Zip

4. TYPE OF WORK: _____

Name

_____, _____, _____, _____
Street Address City State Zip

(Make additional copies as necessary)

F6.9 ACKNOWLEDGEMENT OF PROPONENT

STATE OF GEORGIA
COUNTY OF CLAYTON

BEFORE ME, the undersigned authority a Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say; that the forgoing proposal submitted by _____ hereafter called "Proponent" is duly authorized agent of said company and that the person signing sad proposal has been duly authorized to execute the same. Proponent affirms that it is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared its proposal in collusion with any other Proponent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

The undersigned certifies that the prices contained in this proposal have been carefully checked and are submitted as correct and final and if proposal is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Request for Proposal.

Proponent Information:

(Company)

(Signature)

(Address)

(Printed Name)

(City, State, Zip)

(Title)

Sworn to and subscribed before me this _____ day of _____ 20____.

Notary Public in and for the State of _____
(Seal)

(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY PROPONENT'S RESPONSE FROM FURTHER CONSIDERATION)

F6.10 REFERENCE AND RELEASE FORM

List at least four (4) references for the Prime proponent and each proposed subcontractor using a separate Reference and Release Form for each. Provide the information requested in the form below for the contact person who will verify the Proponent's experience and ability to perform the type of services listed in the RFP.

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of the RFP.

Company Name _____ ☐ Proponent ☐ Subcontractor

Authorized Signature _____

Title _____

Date _____

F6.11 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

I _____, as an authorized agent of _____ shall comply completely and promptly with all insurance requirements contained in the County's RFP #26-82 Design And Installation of Kinship Care Playground for Clayton County, Georgia pertaining to insurance and/or bonding.

Proponent understands that it is required to share the County's insurance and/or bonding requirements with the appropriate surety company(s) and/or insurance brokers, agents, underwriters, etc. prior to any award of a contract and to take all necessary steps to ensure compliance with the applicable bonding, insurance and endorsement requirements without delay. **Proponent understands, acknowledges and agrees that its failure to fully comply with these requirements within five (5) days and no more than ten (10) days of the date proponent receives a final contract from the County may result in the forfeiture of the proposal guarantee submitted with its proposal and/or the disqualification of Proponent from further consideration for the contract.**

By executing this Acknowledgement of Insurance Requirements, I represent that I am authorized to make the representations contained herein on behalf of _____. Further, by signing below, I represent that _____ understands and agrees to unconditionally comply with all requirements related to insurance and/or bonding contained in the County's contract.

Date: _____, 20____.

Corporate Bidder

Non-Corporate Bidder

(Signature)

(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

(Signature)

(Signature)

Notary Public (Seal)

Notary Public (Seal)

My Commission Expires: _____

My Commission Expires: _____

F6.12 EXCEPTIONS FORM

If there are, any exception(s) or clarification(s) taken to the RFP use this form to list description and page number to which you are taking an exception. ANY exception(s) to the RFP shall be explained in full. No exceptions shall be taken to the County's insurance or indemnification provisions. Clayton County will determine the Proponent's compliance with the Proposal requirements based on the information submitted and its exceptions to the RFP. Attach additional pages if more space is needed.

[illegible]

F6.13 CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST FOR DEVELOPMENT OF SPECIFICATIONS OF SCOPE OF WORK

Certification of Absence of Conflict of Interest For Development of Specifications or Scope of Work

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

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

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

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

Signature of Contractor's Authorized Official

Printed Name & Title of Authorized Official

Date

F6.14 CERTIFICATION OF DISQUALIFICATION OR REMOVAL

The undersigned Bidder/Proponent declares that the applying organization has not been debarred, disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project because of violations of law or safety regulation.

I, _____, authorized agent of _____
(Name of Organization)

Hereby certify, under penalty of perjury under the laws of the State of Georgia, that the organization has not been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of violations of law or a safety regulation.

Bidder/Proponent Information:

(Company) (Signature)

(Address) (Printed Name)

(City, State, Zip) (Title)

Sworn to and subscribed before me this _____ day of _____ 20____.

Notary Public in and for the State of _____
(Seal)

APPENDIX D

CONTRACT COMPLIANCE REQUIREMENTS LOCAL VENDOR PREFERENCE (LVP) PROGRAM

APPENDIX D: CONTRACT COMPLIANCE REQUIREMENTS

LOCAL VENDOR PREFERENCE (LVP) PROGRAM

Clayton County Local Vendor Preference Program

Local Preference is given to applicants that have a business location within the geographic boundaries of Clayton County and submit a responsive and responsible bid or proposal within five (5) percent of the low bid submitted by any out-of-county bidder. **THIS PROJECT HAS NO LOCAL PREFERENCE.** The term business location means that the business or supplier must operate and maintain a staffed, fixed, physical place of business within Clayton County, and must have held a valid business license from Clayton County or a city located within Clayton County for at least one (1) year prior to the date of submission of its proposal or bid, as applicable.

In order to receive the Local Preference of five (5) percent the Proposer must meet the following criteria, provide supporting documentation as required and certify under oath that it is eligible to receive the local preference points.

The Proposer must meet EACH of the following criteria in order to receive local preference:

- 1) The business or supplier must operate and maintain a staffed, fixed, physical place of business within Clayton County, and must have held a valid business license from Clayton County or a city located within Clayton County for at least one (1) year prior to the date of submission of its proposal or bid, as applicable; and
- 2) The business or supplier must provide a copy of a current business license and/or occupational tax certificate; and
- 3) The business or supplier must have paid all real and personal taxes owed to Clayton County; and
- 4) The business or supplier must certify its compliance with the Georgia Security and Immigration Act; and
- 5) The business or supplier must certify its compliance with the Georgia Secretary of State's registraton requirements.

APPENDIX E
REQUIRED CONTENT OF PROPOSAL

APPENDIX E REQUIRED CONTENT OF PROPOSAL

This appendix will identify what information should be submitted within your proposal in response to this RFP and the order in which it should appear. More information regarding your process to follow when submitting your proposal is described within the RFP (Information and Instructions to Proponents).

Proponent should indicate the required documents are included within the proposal and the location of those documents by placing the word “Yes” by each requirement and specifying the page or reference number where that document is located. Failure to play “yes” by each requirement may cause the Department to reject the proposal.

The checklist is provided for the convenience of the Proponent, but it is the Proponent’s responsibility to review the entire RFP and ensure a response is made to all requirements. Unless otherwise indicated, Proponents must meet all of the following requirements to be considered for evaluation under this RFP.

Yes/No	Page/Ref. No.	
		1. <u>Executive Summary</u> The proposal should contain a cover letter and introduction including: the company name, address, and the name, telephone number and email address of the person or persons authorized to represent the company regarding all matters related to the proposal.
		2. <u>Proposal Form</u> The proposal must contain a signed proposal solicitation page.
		3. <u>Agreement to Project Requirements</u> The Proponent must indicate its agreement to all of the requirements for this project with the signing of the contract and submittal of your technical proposal.
		4. <u>Contract Exceptions</u> The contract that the County intends to use is identified as Attachment C. Any exceptions to the contract must be identified in Appendix C.
		5. <u>Summary of Understanding the Scope of Services</u> The Proponent should indicate their understanding of the requested services and describe how it proposes to provide those services to the County as listed under section 5.2, Item 5.2.2.

		6. <u>Company Background</u> a. The Proponent must include the following information:
		b. A description of your firm's background and history as requested in section 5.2, Item 5.2.1.1.
		c. A list of all corporate offices and indicate which office will service this account.
		d. A broad overview of your firm, including any parent affiliated or subsidiary company, and any business partners. Provide an organization chart of your firm and describe the relationship between each component of your firm.
		e. Disclose in detail anything that may create a conflict or appearance of a conflict of interest.
		f. Disclose whether, within the last five (5) years, your organization or an officer or principal has been involved in any business litigation or other legal proceedings. If so, please provide an explanation and indicate the current status or disposition.
		g. Include the signed and notarized Form 6.11, Acknowledgement of Insurance Requirements under Appendix C, Required Form Submittals. Proponent will have no more than ten (10) days to obtain ALL required insurance and submit to Central Services upon an award to your firm.
		h. Resumes for each employee that will be assigned to this account.
		i. A list of current clients as requested in section 5.2, Item 5.2.3.3.
		j. A description of your firm's/consultant's experience with other government organizations as requested in section 5.2, Item 5.2.3.1.
		7. <u>Requirements</u> Please address each item in Section 5.2, Item 5.2.2, focusing on your ability to perform each required service for the County.

		8. <u>References</u> a. A list of the names and address of at least four (4) clients who have hired your firm for similar services as detailed in this RFP, including the name, title, telephone number of the contact person and length of the contract. The County may, at their discretion, contact references. b. A list of names and addresses of all clients who have terminated your relationship for performing similar services as detailed in this RFP during the past five (5) years and their reason for doing so. Please include the name, title and telephone number of the contact person. (If no terminations have occurred, please N/A in the Page/Ref. No. blank). This includes normal contract expiration.
		9. <u>Financial Information</u> a. The Proponent shall provide accurate and legible financial disclosures to the County as requested in section 5.2.6.1.

ATTACHMENT A SCOPE OF SERVICES

ATTACHMENT A

SCOPE OF SERVICES

Proponent shall furnish all things necessary to provide Design/Installation services of the Kinship Care Playground, located at 849 Battle Creek Road, Jonesboro, GA, 30236, but not limited to labor, tools, equipment, transportation, supervision, administration cost (direct and indirect) and all effort necessary to perform and complete the Scope of Services herein this RFP.

1. SCOPE OF PROJECT

- 1.1.** The scope of work for the project consists of the demolition, removal, and proper disposal of designated existing playground equipment, unusable materials, debris, waste, and any unnecessary items associated with the project, as well as the design, procurement, and installation of a playground system for the Kinship Care Playground.
- 1.2.** The vision is to supplement the existing play equipment in the park with equipment that matches the general aesthetic of the park and accommodates young children and children with disabilities. Specific design elements & requirements are noted below.

2. DESIGN

- 2.1.** This project will entail design of a play system targeted at children ranging in age from 2 – 12 years old and for children with disabilities. See design guidelines below for additional information.
- 2.2.** Proponent shall provide designs for the park playground that meet the design element guidelines & play system specifications noted below.

3. PROCUREMENT & INSTALLATION

- 3.1.** This project will entail procurement and installation of:
 - 3.1.1.** Commercial grade playground equipment with a nature inspired theme
 - 3.1.2.** Equipment footings
 - 3.1.3.** Artificial turf safety surfacing, including required fall zone material and landing mats, and
 - 3.1.4.** Playground border
- 3.2.** All equipment will be assembled and installed by the Proponent.
- 3.3.** The County requires Proponent to design a play system that meets or exceeds all current federal, State and ADA requirements. The proposals shall include the costs of delivered play systems as designed, inclusive of the equipment structures, components, hardware, detailed technical installation instructions and maintenance & operations manuals from manufacturer.

4. DESIGN ELEMENT GUIDELINES & PLAY SYSTEM SPECIFICATIONS

- 4.1.** Proponents should base their playground equipment designs on meeting all accessibility and safety standards as well as the guidelines & specifications listed in this RFP. Quality of equipment components, quality of design, play value, cost, and appropriateness to location and target demographic must be taken into consideration in the design of the play system.

- 4.2. Required Items:**
 - 4.2.1.** All play system elements must meet and/or exceed all federal and State standards
 - 4.2.2.** Play system must include landing pads for all equipment as appropriate
 - 4.2.3.** Fall Zone material must consist of artificial turf surfacing designed and installed to meet all applicable ADA, ASTM, CPSC, federal, and State safety standards.
 - 4.2.4.** Play structure must be ADA compliant and have structures for ages between 2-5 and 5-12.
 - 4.2.5.** Play systems(s) must be inclusive of people with different ability levels.
- 4.3. Play System Features in Priority Order:**
 - 4.3.1.** Provide a minimum of one structure designed for ages 2 to 5.
 - 4.3.2.** Provide a minimum of one structure designed for ages 5 to 12.
 - 4.3.3.** Provide a minimum of one structure designed for ages 2 to 12 that is accessible for children with disabilities.
- 4.4. Preferred Play System Qualities:**
 - 4.4.1.** All play system elements must demonstrate the highest level of durability in materials and finishes selected in consideration of child health and safety.
 - 4.4.2.** Structures and elements should be unique to the Kinship Care Playground setting. The aesthetics of the playground equipment shall have a natural look (forest/wood structure) and with a nature inspired theme.
 - 4.4.3.** Structures should provide a variety of built-in activity panels and climbers. In the proposal, provide a list of the components proposed for the Kinship Care Playground equipment. Include structure and component model numbers, materials, color choices and recommendations, protective area requirements, target age ranges and developmental levels, target play type or activity, estimated lifetime of equipment including manufacturer's warranty and any other relevant descriptive information.
- 4.5.** Play system design shall safely fit in the playground area. Proponents are encouraged to be creative in their designs and to maximize the role of unstructured play in their proposals. Proponents may submit proposals from non-traditional type playground structures, if desired, in whole or as components of the overall playground.
- 4.6.** Proponent shall submit to County for approval prior to installation the drawings and design for the Playground Equipment proposed in this RFP, included but not limited to the following:
 - 4.6.1.** Scaled site plan
 - 4.6.2.** Equipment layout
 - 4.6.3.** Use zones and fall zones
 - 4.6.4.** Surfacing layout and specifications
 - 4.6.5.** Drainage considerations
 - 4.6.6.** Accessibility routes
 - 4.6.7.** Detailed list of equipment with manufacture names and model numbers
 - 4.6.8.** Pictures for each component designs and colors available;

5. ASSEMBLY/INSTALLATION AND INSPECTION

5.1. Site Work

- 5.1.1.** Work shall include removal and proper disposal of designated existing playground equipment, unusable materials, debris, waste, and any unnecessary items associated with the project, as well as preparation for installation of new equipment and artificial turf surfacing.
- 5.1.2.** The transition to artificial turf will require base preparation, grading as necessary, drainage considerations, and any additional adjustments required to properly install the turf system and playground equipment. This approach is intended to improve accessibility, reduce long-term maintenance requirements, and maintain consistency with existing County playground assets.
- 5.1.3.** The Proponent shall evaluate existing site conditions, including but not limited to existing playground features, drainage conditions, and soil quality. The full extent of site work shall be evaluated by the Proponent and included as part of their proposal.
- 5.1.4.** The Proponent shall be responsible for coordinating all site preparation activities necessary to complete a fully functional and compliant installation.

5.2. Installation & Assembly

- 5.2.1.** The play system assembly and installation will be provided and managed by the Proponent. The Proponent must supply direct supervision from the manufacturer or supply a qualified and certified representative familiar with playground installation. All tools and equipment required to install play equipment shall be provided by the Proponent.
- 5.2.2.** It is the requirement of this RFP that Proponent shall provide and pay for equipment installation.

5.3. Post Installation Inspection

- 5.3.1.** A representative of the Proponent is required to conduct a post installation inspection of equipment upon completion to insure the proper installation of the equipment.
- 5.3.2.** If not properly installed, modifications must be submitted in writing to the County and remedied immediately.
- 5.3.3.** Co-inspection with the Proponent's representative of assembly and installation work will be conducted by the County following installation.
- 5.3.4.** The Proponent shall submit to the County the manufacturer's certification of compliance and warranty following completion.

5.4. Warranty

- 5.4.1.** Upon completion of installation, the Proponent must provide documentation attesting the equipment has been installed meeting all specifications thereby warranted by manufacturer.

5.4.2. Additionally, it is the Proponent's responsibility to provide to the County the manufacturer's warranty of installed equipment.

6. COMPLIANCE

- 6.1.** All equipment must meet and/or exceed all federal and State guidelines. Documentation of compliance must be provided to the County with the Proponent's proposal.
- 6.2.** All equipment shall conform to current playground-related ASTM and CPSC technical standards including, but not limited to:
 - 6.2.1.** ASTM F1487 (Playground Equipment)
 - 6.2.2.** ASTM F1292 & ASTM F3313 (Impact Attenuation of Playground Surfaces)
 - 6.2.3.** CPSC Publication 325: Public Playground Safety Handbook
- 6.3.** All equipment must comply with Americans with Disabilities Act (ADA). The designs submitted by the Proponent must incorporate either a transfer platform or ramp in each design when necessary.

--BALANCE OF PAGE INTENTIONALLY LEFT BLANK--

ATTACHMENT B PROPOSAL COST FORM

(SEE SEPARATE EXCEL SPREADSHEET IN BIDNET)

The undersigned, as Proponent, declares that he has carefully examined the Proposal Documents for RFP #26-82 Design and Installation of Kinship Care Playground for Clayton County, Georgia, and the Specifications therein contained, and that he proposes and agrees that if his Proposal is accepted, to provide the necessary machinery, tools, apparatus, and other means of construction, and will furnish all materials and labor specified in the Contract, or necessary to complete the Work in the manner therein specified within the time specified, as therein set forth for the following lump sum amount which sum is hereinafter referred to as the Total Cost.” The Total Cost includes and encompasses the cost of all labor, materials, equipment, tools, supervision, scheduling, safety program, coordination, engineering, testing, surveys, layout, cleanup, and other things and services required to complete the entire Project in strict conformity with the Specifications, the Contract, all addenda and authorized written clarifications issued prior to the Proposal date. Without limitation, the Total Cost also includes all applicable sales and use taxes, fees, temporary lighting, heating and cooling, temporary utilities, security for the site, freight costs, handling costs, permit costs, field and main office costs, bond premiums, insurance premiums, direct and indirect administrative costs, overhead, profit, the cost of all provisions of the General Requirements, including General Conditions and Supplementary Conditions.

Having examined the place of the work and all matters referred to in the Instructions to Proponents for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:



ATTACHMENT C - DRAFT COUNTY CONTRACT

RFP #26-82 DESIGN AND INSTALLATION OF KINSHIP CARE PLAYGROUND FOR CLAYTON COUNTY, GEORGIA

TABLE OF CONTENTS		
ARTICLE	DESCRIPTION	PAGE
1	CONTRACT TERMS	65
2	SCOPE OF WORK	66
3	CONTRACT DOCUMENTS	66
4	COMPENSATION AND INVOICING	67
5	CHANGES	
6	NOTICE	69
7	WARRANTIES AND GUARANTEES	69
8	BONDING AND INSURANCE REQUIREMENTS	70
9	SMALL LOCAL BUSINESS PROCUREMENT AND NONDISCRIMINATION PROGRAM (SLBE)	
10	NONDISCRIMINATION	70
11	FEDERAL WORK AUTHORIZATION	70
12	CORPORATE AUTHORITY	71
13	TERMINATION AND DEFAULT	71
14	SUSPENSION OF WORK	73
15	INDEPENDENT CONTRACTOR	73
16	THIRD PARTY BENEFICIARIES	73
17	APPLICABLE LAW	74
18	INDEMNIFICATION	74
19	WAIVER	75
20	UNAUTHORIZED GOODS OR SERVICES	75
21	AUDIT AND INSPECTION RIGHTS	75
22	CONFIDENTIAL INFORMATION	76
23	ASSIGNMENT	78
24	PUBLICITY	78
25	SEVERABILITY	78
26	HEADINGS	78
27	FURTHER ASSURANCES	78
28	NO DRAFTING PRESUMPTION	78
29	SURVIVAL	78
30	CUMULATIVE REMEDIES	79
31	FORCE MAJEURE	79
32	ENTIRE AGREEMENT	79
33	CLAYTON COUNTY HOLIDAYS	79
	Appendix A – Contract Compliance Requirements	
	Appendix B – Bonding and Insurance Requirements	
	Appendix C – Required Form Submittals	
	Attachment A – Scope of Services	
	Attachment B – Proposal Cost Form	
	Exhibit A – General Requirements	
	Exhibit B – Scope of Work Clarification	
	Exhibit C – Unit Rate Table	
	Exhibit D – Closeout Documents	
	Exhibit E – Work in Inclement Weather	

DRAFT CONTRACT FOR CONSTRUCTION

THIS CONTRACT, for _____ (hereinafter referred to as "Contract") is hereby made and entered into this _____ day of _____, 20____ ("Effective Date"), by and between Clayton County, Georgia, a political and legal subdivision of the State of Georgia (hereinafter referred to as the "County" or "Owner") and _____ (hereinafter referred to as the "Contractor"), a _____ organized pursuant to the laws of the State of _____ and authorized to conduct business in the State of Georgia, whose principal place of business is located at _____.

WITNESSETH:

WHEREAS, the County is in need of _____; and

WHEREAS, the County issued RFP #26-82 Design and Installation of Kinship Care Playground for Clayton County, Georgia requesting proposal from pre-qualified contractors to perform such work; and

WHEREAS, Contractor responded to the Request for Proposals (RFP) and represented that it is qualified, possesses the expertise, knowledge, training, and skills necessary to perform all requirements set forth in the scope of work, including the provision of all materials, labor, transportation, supervision, related tools, and equipment required to perform the services needed; and

WHEREAS, County desires to enter into a contract with Contractor at the compensation and terms provided herein;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Contract, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 CONTRACT TERMS

- 1.1. Contract Time.** The Contractor must begin work within ten (10) calendar days of receiving the Notice to Proceed (NTP) from the Clayton County Central Services Department. The Contractor will mobilize with sufficient forces such that all work is completed on or before December 31, 2026.
- 1.2. Liquidated Damages.** The Contractor acknowledges that time is of the essence with respect to the Work governed by the Contract. The Contractor acknowledges and recognizes that if it fails to achieve substantial completion of any portion of the Work within the contract time as may be extended in accordance with the terms of this Contract, the County will sustain substantial losses as a result of such failure. The Contractor further acknowledges that the County will suffer damages that are difficult, if not impossible, to accurately estimate. The Contractor shall be assessed liquidated damages in the amount of \$500.00 for each calendar day (with the exception of weekends and holidays) that substantial completion of the Work is delayed past December 31, 2026. The Contractor agrees that the foregoing rate is a reasonable pre-estimate of the probable damages that the County will suffer if substantial completion is delayed, and said daily rate is intended to compensate the County for its damages and is not intended to penalize the Contractor for its delay. The County may deduct such liquidated damages from any unpaid amounts then or thereafter due the Contractor under the Contract or from the five percent (5%) retainage held by the County. Any liquidated damages not deducted from any unpaid amounts due the Contractor are payable to the County upon the County's demand, together with interest from the date of the demand at a rate equal to seven percent (7%) per annum.

ARTICLE 2

SCOPE OF WORK

- 2.1.** The term “Work” means the construction, labor, materials, equipment, tools, machinery, testing, temporary services and utilities, supervision, administration, coordination, planning, transportation, security, and all other services and things necessary to provide the County with the facilities, improvements, features, and functions described in the Scope of Work, General Requirements, General Conditions, Specifications, Plans, Drawings and Special Provisions identified in or attached to RFP #26-82 Design and Installation of Kinship Care Playground for Clayton County, Georgia, notwithstanding the fact that each such service or item may not be expressly mentioned in the contract documents. The Contractor agrees to complete the Work in a good, firm, substantial, and workmanlike manner in accordance with generally accepted professional standards and practices and in strict conformity with the Contract. Contractor shall obtain and pay for all required permits, fees, and licenses necessary to perform the Work and shall furnish County with a copy of the same. Contractor shall pay any and all federal, state, and local taxes, applicable to the work to be performed under this Contract. Contractor shall fully comply with all codes, safety ordinances, local, state, and federal laws, rules, and regulations applicable to the Work. Contractor shall keep the project site clean and free from debris resulting from Contractor’s Work. If Contractor fails or refuses to meet these requirements, the County may remove debris and charge all reasonable costs to the Contractor, provided that Contractor has received reasonable advance notice. In the event the County determines emergency conditions exist, the County may proceed as described above without prior notice.
- 2.2.** Unless otherwise set forth herein, the Contractor shall furnish all of the Work in accordance with the Contract and all incidental work necessary to complete the project in an acceptable manner, ready for use, or operation by the County. The Contractor shall be responsible for the entire Work and every part thereof.
- 2.3. Quality and Protection of Equipment, Materials and Supplies.** Unless otherwise expressly agreed, all equipment, material, supplies, and other items furnished by Contractor and incorporated into the Work shall be new, unused, of first-rate quality, suitable for use in the Work and in strict conformity with the requirements of the Contract. Contractor shall at all times cover and protect from damage and theft all equipment, materials, supplies and other items that are to be used in the performance of, or incorporated into, the Work at the project. Contractor is solely responsible for and shall bear the risk of loss for all equipment, materials, supplies, and other items stored by it at the project site (regardless of the holder of title thereto).
- 2.4 Protection of Work, On-Site Property, and Other Property.** Contractor shall protect the Work at all times prior to its acceptance by County. Contractor shall bear the risk of loss for any damage to the Work or a portion thereof prior to County's acceptance (regardless of the holder of title thereto), and Contractor shall promptly replace, repair, restore, or rebuild any such damaged Work so that it conforms to the requirements of the Contract. Contractor shall at all times protect the Work, the project, the project site, and the work and property of the County, and its other contractors on the project site from any damage arising out of its operations. Contractor shall be responsible for any such damage and hereby agrees that the County shall be entitled to back-charge Contractor the amount of any deductible payable under any first party property insurance maintained by County for the project in connection with such damage. Contractor shall at its sole expense promptly replace, repair, restore, or rebuild any damage to the project, the project site, and the work and property of the County and its other contractors on the project site arising out of its operations. Contractor shall at all times take all necessary precautions to protect all third-party property from any damage arising out of its operations, including the property of adjacent landowners, downstream landowners, utilities, roads, bridges, waterways, and railroads. If any such third-party property is damaged as a result of Contractor’s operations, Contractor shall promptly replace, repair, restore, or rebuild it at its sole expense.

ARTICLE 3

CONTRACT DOCUMENTS

The Contractor agrees to perform the work in accordance with this Contract, Appendices A-C, Attachments A & B, Exhibits A-E, the plans and specifications, and any change order or modification issued after execution of the Contract, the RFP and any addenda, and portions of the Contractor's proposal accepted by the County. The foregoing documents constitute the Contract documents and are all as fully a part of the Contract as if attached to or incorporated herein.

ARTICLE 4

COMPENSATION AND INVOICING

- 4.1 Purchase Order.** A Purchase order(s) will be generated by the Clayton County Central Services Department ("Central Services") to the Contractor for the construction services specified, after all Contractor required documents have been received in Central Services' office. Any documents for the project must reference the contract order number, the Contract, and the proposal number.
- 4.2 Contract Price.** As full payment for the complete and faithful performance of this Contract, Contractor shall be paid at the contract price, set forth in the Proposal Cost Form, attached hereto as Attachment B and incorporated herein by reference, not to exceed the amount of \$_____ for the Work under this Contract. Clayton County will retain five percent (5%) of the fee due to the Contractor (calculated monthly). Retainage will be billed on a separate payment application submitted after the project has been fully completed and accepted by Clayton County. With this separate payment application, Contractor must have a cover letter stating ***this is a final payment application for retainage***. Accompanying the cover letter should be: (1) Consent of Surety Bond Release of Final Payment; (2) Certificate of Substantial Completion; (3) final punch-list check for any other requirements per the PM and end-user of facility; (4) Certificate of Occupancy; and (5) closeout documents (warranties and waivers) - one for SPLOST and one for the County. The submission of closeout documentation and release of retainage DOES NOT RELEASE THE CONTRACTOR FROM ANY OF ITS OBLIGATIONS OR LIABILITIES TO THE COUNTY UNDER THIS CONTRACT.
- 4.3 Schedule of Values/Pay Applications.** Unless waived in writing by County, Contractor shall submit within fifteen (15) days of execution of this Contract Contractor's itemized schedule of values ("Schedule of Values") that allocates the contract amount to the various portions of the Work. Upon acceptance by County, Contractor will use the schedule of values as the basis for its periodic applications for payment. Payment applications shall be submitted by Contractor to County and shall be submitted on such form or forms as County may dictate in its sole discretion. Payment applications which are not completed correctly, or which contain inaccurate information shall be rejected and must be resubmitted by Contractor. Any payment application presented by Contractor, in addition to the other representations, warranties, and other statements made therein, shall constitute a general waiver and release of the County by Contractor of all rights and claims Contractor may have for payment of such funds, extensions of contract time, or any other compensation or consideration of any kind for any and all work, expenses, or damages performed or incurred by Contractor or any of its subcontractors or vendors through the date of such application (including unknown claims which may arise later) unless such rights and claims are clearly and expressly set forth or reserved in such payment application.

- 4.4 Payment Application Delivery.** Payment applications may be emailed to Accountspayable@claytoncountyga.gov or signed originals may be mailed directly to the County at the address listed below. Please note that only PDF format will be accepted as an original payment application. Faxed copies will not be accepted.

Clayton County Board of Commissioners
Finance Department
P.O. Box 999
Jonesboro, GA 30237

- 4.5 Payment Application Submittal.** The following information must appear on all payment applications submitted:

- 4.5.1** The name and address of the Contractor; the name and address of the project; the name and address of the architect and/or engineer; the application number; the application date; the period of work performed (e.g., 02/03/____ thru 02/28/____); and the contract date;
- 4.5.2** A detailed breakdown of all charges for the services and/or products delivered stating the applicable period of time;
- 4.5.3** Clayton County's contract order number, the County contract number provided on the NTP, and the proposal number;
- 4.5.4** The signature of Contractor's authorized project manager certifying the accuracy of the quantities presented for payment and signature of the architect certifying the work completed and the value amount requested;
- 4.5.5** The payment application shall be based upon actual services rendered and actual work performance and/or products delivered.
- 4.5.6** Any change orders added after the initial NTP which **add or delete** any dollar amount should be added to or deleted from the payment application form and the new contract amount should be represented.
- 4.5.7** All payment application submittals should include an updated schedule, a current status report, and all back-up documentation of billing records submitted by Contractors' subcontractors and vendors.
- 4.5.8** All information in the Contract Compliance system should be updated and electronically submitted at the same time as the payment application.

For auditing purposes, the payment application for the entire month of JUNE of each year **MUST** be submitted to SPLOST by no later than/by JUNE 20th for auditing purposes associated with the County's fiscal year. **Non-compliance with any of SECTION 4.5 may delay authorization of payment.**

- 4.6 Payment.** Payment shall be tendered to the Contractor upon acceptance and approval by the County for satisfactory compliance with the terms and conditions of the Contract for completed construction services; assurance that the construction services were provided as specified and warranted; and receipt of a valid invoice. Progress payments may be requested monthly or less frequently as desired by the Contractor. All progress payments will be subject to a five percent (5%) retainage. The retainage will be indicated on the payment application for the progress payment. A payment application for retainage can be submitted after the final progress payment invoice is submitted for the construction services. Requests for retainage reduction may be considered on a case-by-case basis. The County, at its discretion, has the ability to approve and authorize partial retainage payments prior to the completion of the project milestone. **Payment does not constitute a release by the County.** No progress payment made by the County shall be deemed evidence that Contractor has satisfied its obligations in connection with all or part of the Work covered by such payment, and the County shall not by virtue of having made any such payment be deemed to have accepted any Work not meeting the requirements of the Contract or to have waived any claims against Contractor in connection therewith. Contractor shall promptly pay for all labor, services, equipment, materials, supplies, and other items acquired, performed, furnished, or used in connection with the performance of the Work covered by payments received from County, and shall furnish evidence satisfactory to verify compliance with this requirement. All funds paid to Contractor in connection with the Work and/or the project constitute funds held in trust by the Contractor for the benefit of Contractor's subcontractors, vendors, and employees.
- 4.7 Joint Checks.** The County may, in its sole discretion, make payment for any portion of Contractor's Work by joint check to Contractor and the applicable materialman, subcontractor, or benefit fund to which Contractor has an outstanding obligation. Any payments made by County by joint check as provided in this section shall be deemed to have been made directly to Contractor.
- 4.8 Payment Withholding.** The County may withhold the whole or any part of any payment to Contractor to such extent as County reasonably deems necessary to protect it from loss on this or any other project between the parties as a result of: (a) incomplete, defective, or damaged Work not remedied; (b) back-charges; (c) claims filed or reasonable evidence indicating the probable filing of claims, including claims involving or arising out of Contractor's Work; (d) damage to County's or its other contractor's work; (e) failure of Contractor to make payments when due to its subcontractors and/or materialmen; (f) reasonable insecurity regarding Contractor's intention or ability to continue with the proper and timely performance of the Work; (g) failure of the Contractor to perform or comply with any of its obligations under this Contract; or (h) expenses arising from frivolous claims against the County. The County may also at any time upon written notice to Contractor offset against any payment due Contractor under the Contract any amount due from Contractor to the County under any other contract between the parties.
- 4.9 Retainage and Partial Payments.** Partial payments to the Contractor shall be made monthly based on the value of Work completed, plus the value of materials and equipment suitably stored, insured, and protected at the construction site. The Contractor shall submit a payment application for Work completed during the preceding calendar month to the County for review and approval on or before the last day of each month. If approved by the County, the approved payment application shall be submitted to the County's finance department for processing on or before the fifth day of the following month, and payment (less retainage) shall be made. If a payment application is not approved by the County, then no payment shall be made to the Contractor until such time as the County approves the payment application. The amount of retainage shall be as follows:

- 4.9.1** Five percent (5%) of each partial payment shall be withheld as retainage until the value of one hundred (100%) of the Contract price, including Change Orders and other authorized additions provided in the Contract, is due;
- 4.9.2** When one hundred (100%) of the Contract price, as described above, becomes due and the manner of completion of the Work and its progress, quality, and schedule are reasonably satisfactory to the County, and there are no outstanding claims by the Contractor, subcontractors, or material suppliers, the withholding of retainage shall be discontinued at the sole discretion of the County within thirty (30) days after the payment application and other appropriate documentation as may be required by the Contract have been received. This discontinuation of retainage at 100% must be requested by the Contractor. However, if the Contract value is increased after the discontinuation of retainage, retainage withholding shall be based on the adjusted Contract value;
- 4.9.3** If, after discontinuing retainage, the County determines that the Work is unsatisfactory or has fallen behind schedule, the withholding of five percent (5%) may be resumed. When the Work has reached substantial completion and the County determines the Work to be reasonably acceptable, the Contractor shall submit a payment application and other documents as may be required and receive payment thereof within thirty (30) days. If there are any remaining incomplete Work items, an amount equal to two hundred percent (200%) of the value of each item, as determined by the County, shall be withheld until such items are completed;
- 4.9.4** The Contractor shall within ten (10) days from its receipt of retainage from the County pass through payments to subcontractors and shall reduce each subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the County. The subcontractor shall within ten (10) days from the subcontractor's receipt of retainage pass through payments to lower tier subcontractor's and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced.
- 4.9.5** The Contractor and County agree to abide by all applicable provisions of Georgia state law concerning retainage including, but not limited to, O.C.G.A. §13-10-80. If the terms of this Contract concerning retainage conflict with state law, state law shall govern.

ARTICLE 5

CHANGES

- 5.1 Change Initiated by County.** The County, without invalidating this Contract, may request changes in the Work consisting of additions, deletions, or modifications, and the Contract amount and the completion date of the Work shall be adjusted accordingly. All such changes in the Work shall be authorized and detailed by a written change order signed by the County and Contractor before Contractor is required to implement such change in Work. The County will follow the Clayton County Code of Ordinances Section 2-136 as amended in handling change orders. All change orders are to include full back-up of all associated costs for the additional work from the subcontractors and materialmen providing services and materials. The Contractor will be able to mark up these costs by a maximum amount of ten percent (10%), which will cover all general conditions, overhead, profit, time extensions, and any other costs incurred by Contractor.

- 5.2 Change Orders Due to Unforeseen Conditions.** If Contractor discovers at any time any site condition of any kind related to the project for which it did not have actual knowledge or through the application of due diligence at the time of the execution of this Contract (or at the time of any applicable amendment or other change) it could not have discovered such condition, then Contractor shall be entitled to request a change order to accommodate, remedy, or otherwise address such condition, and the Contract amount and the completion date of the Work may be equitably adjusted accordingly in the County's sole discretion. Such changes in conditions may include, but are not limited to, the discovery and/or mitigation of: (1) asbestos, PCB's, petroleum, lead, mold, or hazardous, contaminated, radioactive, toxic, or otherwise unsuitable materials; (2) groundwater or other subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract documents; (3) unsuitable soils or rocks and/or the need for additional rock or filler of any kind; (4) archaeological artifacts, remains, or evidence, endangered species, items of historical significance, graves, criminal evidence, or other similar items; and (5) any other unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract documents. All change orders are to include full back-up of all associated costs for the additional work from the subcontractors and materialmen providing services and materials. The Contractor will be able to mark up these costs by a maximum amount of ten percent (10%), which will cover all general conditions, overhead, profit, time extensions, and any other costs incurred by Contractor.
- 5.3 Minor Changes in the Work.** The County shall have the authority to order minor changes which do not materially and adversely affect the Work, including design, quality, performance, and workmanship required by the Contract. Said minor changes in the Work are those necessary for the proper execution of progress of the Work, but not involving an adjustment in the amount due under this Contract or an extension of time. The County shall communicate any minor changes to Contractor via written order. Such order shall be binding between the County and the Contractor.
- 5.4 Escalation/De-Escalation Clause.** In the event of a significant price increase or decrease of material occurring during the performance of the Contract, through no fault of Contractor, the Contract price may be equitably adjusted by change order in accordance with the County's policies and procedures governing change orders and as set forth herein. A change in price of an item of material will be considered significant when the price of an item increases or decreases by twenty percent (20%) between the date of this Contract and the date of installation. The total amount of all change orders issued to account for price increases under this section may not exceed ten percent (10%) of the total Contract price.
- 5.4.1** Any request for a price change must be submitted in writing and supported by: (1) price quotes that were included with the Contractor's bid for the materials for which a change is being sought; (2) at least two current price quotes for the materials or an invoice showing amounts actually paid for the materials; (3) data from a third-party price index, such as the Producer Price Index, confirming the change in manufacturer or industry prices for such materials; and (4) any other evidence supporting the price change. The quotes included in the request must be the quotes that Contractor relied upon when submitting its bid and both the quote and the amount ultimately paid must have resulted from an arm's length transaction with an unrelated party. The Contractor must also show that the significant price change would have been incurred even if the County had purchased the material directly from the supplier.

5.4.2 All requested price changes, increases, or decreases must be reviewed by the Chief Procurement Officer of Central Services prior to submission to the Board of Commissioners for review and approval. If the proposed price changes are not acceptable to both parties, the Contract may be terminated by the County or the material, product, or commodity may be deleted from the scope of work under the Contract.

5.5 Construction Change Directive. The County may at any time issue a construction change directive to Contractor via the County's Construction Change Directive Form. A construction change directive instructs the Contractor to proceed with a change in the Work for subsequent inclusion in a change order. The construction change directive contains a complete description of the change in Work and designates the method to be followed to determine the change in Contract sum and/or the Contract time. In the event the County issues a construction change directive to Contractor, Contractor shall:

5.5.1 Promptly proceed with the change in the Work described in the construction change directive;

5.5.2 Maintain detailed records on a time and material basis of work required by the construction change directive; and

5.5.3 After completion of the change, submit an itemized accounting and supporting documents and data necessary to substantiate the cost and time adjustments to the Contract.

5.5.4 Contractor's continued performance upon notice and receipt of a construction change directive shall constitute Contractor's full acceptance and agreement with the change in the Work as provided for in the construction change directive.

5.6 Any and all change orders authorized under this Article shall be issued pursuant to Clayton County Ordinance No. 2022-147.

ARTICLE 6

NOTICE

Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent by: (a) registered or certified United States mail, return receipt requested, postage prepaid; (b) personal delivery to the County; (c) overnight courier service; or (d) delivered in person to an authorized representative on the work site. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen (14) days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County or by the County to the Contractor's authorized representative via certified first-class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to County, addressed to:

Clayton County Central Services Department
7994 N. McDonough Street
Jonesboro, GA 30236
Attn: Chief Procurement Officer

With a copy to:

Clayton County Office of the County Attorney
112 Smith Street
Jonesboro, GA 30236
Attn: County Attorney

If to Contractor, addressed to:

ARTICLE 7

WARRANTIES AND GUARANTEES

- 7.1 Work Warranties and Guarantees and Correction of Defects or Deficiencies.** Contractor warrants and guarantees that all Work: (i) shall be free of faults and defects in design, workmanship, and material; (ii) shall be performed in accordance with the generally accepted industry codes and standards applicable to the Work; (iii) shall be performed in a good and workmanlike manner; (iv) shall strictly conform to the requirements of the Contract (including any warranties required of the County under the Contract to the extent applicable to the Work); and (v) be suitable for the purposes intended herein. The Contractor further agrees to execute any special guarantees or warranties that shall be reasonably required for the Work and parts used to complete the Work prior to final payment. Work not conforming to these requirements, including without limitation, substitutions not properly approved and authorized, shall be considered defective work. Upon receipt of written notice of a defect or deficiency in the Work, Contractor shall, at County's sole option and at no cost to County, promptly repair, replace, or reinstall such defective or deficient Work so that it conforms to the requirements of the Contract. Contractor's obligations to repair, replace, or reinstall defective or deficient Work and/or parts under this section shall extend: (i) the warranty or guarantee period(s) specifically established in this Contract; or (ii) if no such warranty or guarantee period(s) has been established, for a period of one (1) year from substantial completion of the entire project. If County, in its sole discretion, deems it inexpedient for Contractor to repair, replace, or reinstall the defective or deficient Work, County may make a deduction from the contract price in lieu of such repair, replacement, and reinstallation, as determined by County. Contractor shall provide information and execute documents as requested or required by County to assign any Contractor warranty or guarantee to County or another party.
- 7.2 No Period of Limitations Established.** Nothing contained in Section 7.1 and no warranty or guarantee period(s) specifically established in the Contract shall be construed to establish a period of limitation on any of Contractor's obligations under the Contract, other than Contractor's obligation to repair, replace, or reinstall defective or deficient Work during the period in question as provided in Section 7.1.
- 7.3 Back-charges.** If County notifies Contractor at any time during the performance of the Work to correct defective or deficient Work, and Contractor states, or by its actions, indicates that it is unable or unwilling to proceed with corrective action in a reasonable time, County may, upon written notice to Contractor, accomplish the required corrective action by the most expeditious means available and back-charge Contractor for the costs incurred, including, but not limited to, all costs for additional sampling, testing, and inspection, if any, made necessary by the defective or deficient Work.

- 7.4 Costs and Damages Resulting from Defects or Deficiencies in the Work.** Contractor shall be liable and pay for all costs, including, without limitation, overhead costs, profit, attorneys' fees, and costs incurred by County and its other contractors as a result of defects or deficiencies in the Work. This liability is in addition to the Contractor's repair, replacement, and reinstallation obligations under Section 7.1.

ARTICLE 8

BONDING AND INSURANCE REQUIREMENTS

Contractor shall comply with all insurance and bonding requirements set forth in Appendix B, Bonding and Insurance Requirements, attached hereto and incorporated herein by reference.

ARTICLE 9

SMALL LOCAL BUSINESS AND PROCUREMENT NONDISCRIMINATION PROGRAM

Contractor shall comply with the County Small Local Business and Procurement Non-Discrimination Program and Contract Compliance Requirement set forth in Appendix A, Contract Compliance Requirements, attached hereto and incorporated herein by reference.

Successful Suppliers performing on Clayton County projects have a dual reporting requirement. Successful Suppliers will be required to provide subcontractor agreements to the Contract Compliance Division of Central Services. Additionally, successful Suppliers and subcontractors (Non-SLBE/MWBE and LVP and Certified SLBE/MWBE and LVP) will be required to enter all payments and invoice information associated with the contract via online submission at <https://claytoncountyforms.claytoncountyga.gov/monthly-sub-contractor-utilization-spend-report/> (canceled checks and invoices must be scanned and attached to the file). If the successful Supplier fails to fulfill the SLBE participation percentages set forth in this Request for Proposal, the successful Supplier may be subject to any and all penalties listed in this contract.

ARTICLE 10

NON-DISCRIMINATION

- 10.1** Notwithstanding any other provision of the Contract, Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Contract hereby covenants and agrees as follows:

10.1.1 No person, on the grounds of age, race, color, religion, sex, sexual orientation, marital status, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

10.1.2 In the furnishing of services or materials, no person, on the grounds of age, race, color, religion, sex, sexual orientation, marital status, or national origin, be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

ARTICLE 11

FEDERAL WORK AUTHORIZATION

- 11.1** Pursuant to O.C.G.A. §13-10-91 and any applicable Georgia Department of Labor rules, including 300-10-1-.02, the County cannot enter a contract for the physical performance of services unless the Contractor and its subcontractors register and participate in the Federal Work Authorization Program to verify specific information on all new employees.

- 11.2** The Contractor certifies that it has complied and will continue to comply with O.C.G.A. §13-10-91 and any applicable Georgia Department of Labor rules, including 300-10-1-.02.
- 11.3** The Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. The signed affidavit is attached to this Contract in Appendix C, Required Form Submittals.
- 11.4** The Contractor agrees that in the event that it employs or contracts with any subcontractor(s) in connection with this Contract, the Contractor will secure from each subcontractor an affidavit that indicates the employee-number category applicable to that subcontractor and certifies the subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Any signed subcontractor affidavit obtained in connection with this Contract shall be attached hereto in Appendix C, Required Form Submittals.

ARTICLE 12

CORPORATE AUTHORITY

The Contractor agrees to execute the corporate certificate attached hereto in Appendix C, Required Form Submittals, and incorporated herein by reference. The officials of the Contractor executing this Contract are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Contractor. The Contractor has all requisite power and authority to enter into and perform its obligations under this Contract. The execution and delivery by the Contractor of this Contract and the compliance by the Contractor with all of the provisions of this Contract: (i) is within the purposes, powers, and authority of the Contractor; (ii) has been done in full compliance with applicable law and has been approved by the governing body of the Contractor and is legal and will not conflict with or constitute on the part of the Contractor a violation of or a breach of or a default under any indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Contractor is a party or by which the Contractor is otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Contractor; and (iii) has been duly authorized by all necessary action on the part of the Contractor. This Contract is a valid, legal, binding, and enforceable obligation of the Contractor.

ARTICLE 13

TERMINATION AND DEFAULT

- 13.1. Termination by County for Cause.** County may, at its option, by giving written notice to Contractor, terminate this Contract as follows:
- 13.1.1.** For a material breach of the Contract by Contractor that is not cured by Contractor within ten (10) days of the date on which County provides written notice of such breach or such other date in the written notice;
 - 13.1.2.** Immediately upon written notice for numerous breaches of the Contract Documents by Contractor that collectively constitute a material breach or reasonable grounds for insecurity concerning Contractor's performance;
 - 13.1.3.** Immediately for engaging in behavior that is dishonest, fraudulent, or constitutes a conflict of interest with Contractor's obligations under this Contract, or is in violation of any County ethics ordinances, or local, state, and federal law, regulations, or safety rules.

13.1.4. In addition to all other rights and remedies County may have, if this Contract is terminated by County pursuant to the above subsection entitled "Termination by County for Cause," Contractor will be liable for all completion costs, including costs in excess of the charges for all terminated services reasonably and necessarily incurred by County in the completion of the services, including the cost of administration of any Contract awarded to other contractors for completion. In addition, Contractor will be liable for all remedial costs for defective and deficient work discovered after the termination. If County improperly terminates this Contract for cause, the improper termination for cause will be considered a termination for convenience in accordance with the provisions of the Section 13.3 entitled "Termination by County for Convenience."

13.2. Termination by County for Insolvency. County may terminate this Contract immediately by delivering written notice of such termination to Contractor if Contractor:

- 13.2.1.** Becomes insolvent, as that term may be defined under applicable law, or is unable to meet its debts as they mature;
- 13.2.2.** Files a voluntary petition in bankruptcy or seeks reorganization to affect a plan or other arrangement with creditors;
- 13.2.3.** Is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally;
- 13.2.4.** Fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any applicable law relating to bankruptcy or reorganization, which is not dismissed within sixty (60) days; or
- 13.2.5.** Applies for or consents to the appointment of any receiver for all or any portion of its property.

13.3. Termination by County for Convenience. At any time during the term of this Contract, County may terminate this Contract for convenience upon fourteen (14) days written notice to Contractor of such termination. Upon a termination for convenience, Contractor waives any claims for damages, including loss of anticipated profits. As Contractor's sole remedy and County's sole liability, County will pay costs for the work properly performed prior to the effective date of termination, plus all reasonable costs for Work performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of services under subcontracts and/or vendor agreements, except to the extent any products under such subcontracts and/or vendor agreements can be used by Contractor in its business within the thirty (30) days following termination. If requested, Contractor shall substantiate such costs with proof satisfactory to County. Contractor will be liable for all remedial costs for defective and deficient work discovered after the termination.

13.4. Effect of Termination. Unless otherwise provided herein, termination of this Contract, in whole or in part, and for any reason shall not affect:

- 13.4.1.** Any liabilities or obligations of either party arising before such termination or out of the events causing such termination;
- 13.4.2.** Any remedies to which a party may be entitled under this Contract, at law, or in equity;
- 13.4.3.** Upon termination of this Contract, Contractor shall immediately:

- 13.4.3.1.** Discontinue services on the date and to the extent specified in the notice and place no further subcontracts or purchase orders to the extent that they relate to the performance of the terminated services;
- 13.4.3.2.** Inventory, maintain, and turn over to County all Work product, licenses, equipment, materials, plant, tools, and property furnished by Contractor or provided by County for performance of the terminated services;
- 13.4.3.3.** Promptly obtain cancellation, upon terms satisfactory to County, of all subcontracts, vendor agreements, rentals, purchase orders, and other agreements existing for performance of the terminated services, or assign those agreements, as directed by County;
- 13.4.3.4.** Comply with all other reasonable requests from the County regarding the terminated services; and
- 13.4.3.5.** Continue to perform in accordance with all of the terms and conditions of this Contract any portion of the services that are not terminated.

ARTICLE 14

SUSPENSION OF WORK

- 14.1. Suspension Notice:** The County may by written notice to the Contractor suspend at any time the performance of all or any portion of the services to be performed under this Contract. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:
 - 14.1.1.** Immediately discontinue suspended services on the date and to the extent specified in the notice;
 - 14.1.2.** Place no further subcontracts or purchase orders for material, equipment, services, or facilities with respect to suspended services, other than to the extent required in the notice; and
 - 14.1.3.** Take any other reasonable steps to minimize costs associated with the suspension.
- 14.2. Notice to Resume:** Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Contract as required in the notice at no additional cost to the County.

ARTICLE 15

CLAIMS AND DISPUTES

- 15.1 Claim Reporting.** Contractor shall give County written notice of all claims within seven (7) days of Contractor's knowledge of facts giving rise to the occurrence or event for which the claim is made, stating the nature of any such claim; otherwise, such claims (be they a request for change order or otherwise) shall be deemed waived and Contractor shall forfeit all rights to pursue the claim. All such notices shall be accompanied by the following support information and/or documents: (a) the specific amount of the requested adjustment, if any; (b) the specific number of days' adjustment in the contract time requested, if any; (c) the reasons justifying the request for an adjustment in the contract price or contract time, including a CPM analysis demonstrating a critical path delay for any requested adjustment in the contract time, if any; (d) the party or parties whose orders, decisions, acts, or omissions give rise to the requested adjustment in the contract price and/or contract time; and (e) a revised schedule based on the requested adjustments in the contract time, if any. All unresolved claims, disputes, and other matters in question between County and Contractor shall be resolved in the manner provided in this Contract.

- 15.2 Limitations:** Under no circumstances whatsoever (whether by change order, direct claim, or otherwise) shall Contractor be entitled to any additional compensation and/or damages because of any delay and/or extension in the time of the performance of its Work on the project. Instead, in such circumstances where Contractor has been delayed and such delay is solely the fault of other entities or factors outside of Contractor's control, Contractor may seek a change order extending the time for the performance of its work at its sole remedy.
- 15.3 Continued Performance Required.** Notwithstanding any dispute or claim, Contractor acknowledges the importance of performing and completing the Work and its other obligations under the Contract diligently and in a workmanlike and timely manner. Unless otherwise agreed in writing, Contractor hereby agrees to continue Work and maintain the schedule without diminution of effort during the pendency of any claim or dispute between the parties whatsoever, including, but not limited to, any payment dispute and/or dispute resolution proceeding.
- 15.4 Method of Dispute Resolution.** County and Contractor shall attempt to resolve any claims and disputes arising out of or in connection with the Contract or the Work through negotiation in good faith parties prior to seeking litigation, unless County, in its sole discretion, advises Contractor in writing prior to the institution of litigation with respect to a claim or dispute or within thirty (30) days after either party has instituted litigation with respect to the claim or dispute, that County elects to have the claim or dispute resolved by arbitration. In such event, Contractor shall be bound by County's election, and any litigation filed shall be stayed by stipulation of the parties pending the conclusion of the arbitration proceedings. The arbitration proceedings shall be conducted in accordance with the Construction Industry Arbitration Rules issued by the American Arbitration Association then in effect. The parties expressly agree that any arbitration proceeding shall require a panel of three arbitrators, unless County, in its sole discretion, selects a different number of arbitrators. The parties shall afford one another informal discovery consistent with the Federal Arbitration Act and the Federal Rules of Civil Procedure as applicable.
- 15.5 Governing Law, Jurisdiction, and Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Georgia. Any action or proceeding involving claims and disputes between County and Contractor arising out of or in connection with the Contract or the Work shall be decided as set forth in Section 15.4. County and Contractor expressly and unconditionally waive the right to a trial by jury in any litigation action that is filed pursuant to Section 15.4. If County elects to resolve a claim or dispute by arbitration, the arbitration shall be conducted in Clayton County, Georgia. In any action or proceeding involving claims and disputes between County and Contractor arising out of or in connection with the Contract or the Work, the parties hereby consent and submit to the exclusive jurisdiction of the State and/or Superior Courts of Clayton County, Georgia, and irrevocably agree that all actions or proceedings relating to this Contract will be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue, personal jurisdiction, or forum non convenience to the conduct of any such action or proceeding in such court.

ARTICLE 16

INDEPENDENT CONTRACTOR

In conducting its business hereunder, the Contractor and its employees shall act as an independent contractor and not as an employee or agent of the County. The selection, retention, assignment, direction, and payment of the Contractor's employees shall be the sole responsibility of the Contractor.

ARTICLE 17
THIRD PARTY BENEFICIARIES

This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, obligation, benefit, or remedy of any nature whatsoever under or by reason of this Contract.

ARTICLE 18
INDEMNIFICATION (DEFENSE OF COUNTY)

The Contractor shall indemnify, defend, and hold harmless the County, its agents, and employees against all claims for damages to persons or property and all expenses incurred by the County on account thereof, including reasonable attorney's fees and expert witness fees, caused by, or resulting from, any act of negligence or willful misconduct by the Contractor, his employees, or agents in the performance of such work provided under this Contract. In addition to the foregoing, Contractor shall indemnify, defend, and hold County, its agencies, and their respective officers, directors, employees, advisors, agents, successors, and permitted assigns harmless from any losses, liabilities, damages, demands, and claims, and all related costs (including reasonable legal fees, attorney's fees, expert witness fees, and the costs of investigation, litigation, settlement, judgment, interest, and penalties) arising from claims or actions based upon:

- 18.1.** Contractor's or Contractor's personnel's performance, non-performance, or breach of this Contract;
- 18.2.** Compensation or benefits of any kind, by or on behalf of Contractor's personnel, or any subcontractor, claiming an employment or other relationship with Contractor or such subcontractor (or claiming that this Contract creates an inherent, statutory, or implied employment relationship with County or arising in any other manner out of this Contract or the provision of services by such Contractor personnel or subcontractor);
- 18.3.** Any actual, alleged, threatened, or potential violation of any applicable laws by Contractor or Contractor's personnel, to the extent such claim is based on the act or omission of Contractor or Contractor's personnel, excluding acts or omissions by or at the express direction of County;
- 18.4.** Death of or injury to any individual caused, in whole or in part, by the tortious conduct of Contractor or any person acting for, in the name of, at the direction or supervision of, or on behalf of Contractor; and
- 18.5.** Damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Contractor or any person acting for, in the name of, at the direction or supervision of, or on behalf of Contractor.

ARTICLE 19
WAIVER

Any waiver by the parties or failure to enforce their rights under this Contract shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Contract, and this Contract shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. Waivers shall be in writing and signed by the party granting the waiver. No supplement, modification, amendment, or waiver of this Contract will be binding on County unless executed in writing by the County authorized representative.

ARTICLE 20

UNAUTHORIZED GOODS OR SERVICES

Contractor acknowledges that this Contract and any changes to it by amendment, modification, change order, or other similar document may have required or may require the legislative authorization of the County's Board of Commissioners. Under Georgia law, Contractor is deemed to possess knowledge concerning the County's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to the County under an unauthorized contract, amendment, modification, change order, or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to the County under a contract that has not received proper legislative authorization or if Contractor provides goods or services to the County in excess of any contractually authorized goods or services, as required by the County's code of ordinance, the County may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to the County, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the County under this Contract, in law, and in equity.

ARTICLE 21

AUDIT AND INSPECTION RIGHTS

- 21.1. General.** Contractor will provide to County, and any person designated by County, access to Contractor personnel and to Contractor owned facilities for the purpose of performing audits and inspections of Contractor, Contractor personnel and/or any of the relevant information relating to the Work and this Contract (including, but not limited to, Contractor's books, records, documents, materials, premises, and subcontractor related information such as contracts and payment). Such audits, inspections, and access may be conducted to verify the accuracy of charges and payment applications, to examine Contractor's performance of the Work, to monitor compliance with the terms of this Contract, and for any other matters reasonably requested by County. Contractor shall provide full cooperation to County and its designated representatives in connection with audit functions and examinations by regulatory authorities.
- 21.2.** All audits and inspections will be conducted during business hours (except with respect to Work performed during off-hours). Contractor shall promptly respond to and rectify the deficiencies identified and implement changes suggested by any audit or inspection report. If any audit or inspection of charges or Work reveals that County has overpaid any amounts to Contractor, Contractor shall promptly refund such overpayment to the County, and Contractor shall also pay to County interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by applicable law) from the date the overpayment was made until the date the overpayment is fully refunded to County by Contractor.
- 21.3. Records Retention.** Until the later of six (6) years after expiration or termination of this Contract, the date that all pending matters relating to this Contract (e.g., disputes) are closed or fully resolved by the parties, or the date such retention is no longer required to meet County's records retention policy or any record retention policy imposed by applicable law (if more stringent than County's policy), Contractor shall maintain all information related to the Work and provide access upon request.

ARTICLE 22
CONFIDENTIAL INFORMATION

- 22.1 General.** Each Party agrees to preserve as strictly confidential all confidential information of the other party for two (2) years following the expiration or termination of this Contract; provided, however, that each party's obligations for the other party's confidential information that constitutes trade secrets pursuant to applicable laws will continue for so long as such confidential information continues to constitute a trade secret under applicable law. Any confidential information that may be deemed sensitive security information by the Department of Homeland Security or any other similar confidential information related to security will be considered trade secrets. Upon request by County, Contractor will promptly return any trade secrets to County. Each Party agrees to hold the confidential information of the other in trust and confidence, using the same degree of care, but no less than a reasonable degree of care, as the receiving party uses to protect its own confidential information, and will not disclose it to any person or entity or use it (directly or indirectly) for its own benefit or the benefit of any other person or entity other than in the performance of its obligations under this Contract, without the prior written consent of the disclosing party.
- 22.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information.** Each Party will be entitled to disclose any confidential information if compelled to do so pursuant to: (i) a subpoena; (ii) a judicial or administrative order; or (iii) any other requirement imposed upon it by applicable law. Prior to making such a disclosure, to the extent allowed pursuant to applicable law, each party shall provide the other with prompt, written notice of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication, or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number, and facsimile number of the person or entity requesting disclosure so that the other party has sufficient opportunity to file a court motion prohibiting disclosure. Should the non-disclosing party contest the disclosure, it must: (i) seek a protective order preventing such disclosure; or (ii) intervene in such action compelling disclosure, as appropriate. This section shall be applicable to information that either party deems to be confidential information.
- 22.3 Work Product.** Except as otherwise expressly provided in this Contract, all reports, information, data, specifications, computer programs, technical reports, operating manuals, and similar work or documents, all deliverables, and other work product prepared or authored by provider or any of its contractors exclusively for the County under this Contract, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the County. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with County or a third-party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other applicable law, such Work Product shall belong exclusively to County. Contractor and its subcontractors grant the County a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for County under this Contract.

- 22.4** If any of the Work Product is determined not to be a “work made for hire,” Contractor assigns to County, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Contractor has any rights to the Work Product that cannot be assigned to County, Contractor unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to County during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid, and royalty-free license with rights to sublicense through multiple levels of sub-licensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform, and publicly display by all means such rights.
- 22.5** County shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals, and continuations and all other appropriate protection.
- 22.6** To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Contractor personnel may not originally vest in County by operation of applicable law, Contractor shall immediately, upon request, unconditionally and irrevocably assign, transfer, and convey to County all rights, title, and interest in the Work Product.
- 22.7** Without any additional cost to County, Contractor personnel shall promptly give County all reasonable assistance and execute all documents County may reasonably request to enable County to perfect, preserve, enforce, register, and record its rights in all Work Product. Contractor irrevocably designates County as Contractor’s agent and attorney-in-fact to execute, deliver, and file, if necessary, any documents necessary to give effect to the provisions of this section and to take all actions necessary, in Contractor’s name, with the same force and effect as if performed by Contractor.

ARTICLE 23 **ASSIGNMENT**

Neither this Contract, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other party, and any attempt to do so without such written consent shall be void ab initio.

ARTICLE 24 **PUBLICITY**

Contractor shall not make any public announcement or communication to the media, take any photographs, or release any information concerning County, the services, or this Contract without the prior written consent of County.

ARTICLE 25 **SEVERABILITY**

In the event that any provision of this Contract is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Contract. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties agree to modify this Contract so as to affect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

ARTICLE 26

HEADINGS

The headings used in this Contract are intended for convenience and reference only, and do not define or limit the scope or meaning of any provision of this Contract.

ARTICLE 27

FURTHER ASSURANCES

Each party shall provide such further documents or instruments required by the other party as may be reasonably necessary to give effect to this Contract.

ARTICLE 28

NO DRAFTING PRESUMPTION

No presumption of any applicable law relating to the interpretation of contracts against the drafter shall apply to this Contract. For purposes of this Contract, each party hereby waives any rule of construction that requires that ambiguities in this Contract (including any appendix or exhibit hereto) be construed against the drafter.

ARTICLE 29

SURVIVAL

Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract, or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Contract.

ARTICLE 30

CUMULATIVE REMEDIES

Except as otherwise provided herein, all rights and remedies under this Contract are cumulative and are in addition to, and not in lieu of, any other remedies available under applicable law, in equity, or otherwise.

ARTICLE 31

FORCE MAJEURE

Neither party will be liable for default or delay in the performance of its obligations under this Contract to the extent such default or is delay caused by a force majeure event. Upon the occurrence of a force majeure event, the non-performing party will be excused from performance or observance of affected obligations for as long as the force majeure event continues, and the non-performing party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any force majeure event continues for thirty (30) consecutive days, County may, at its option during such continuation, terminate this Contract, in whole or in part, without penalty or further obligation or liability of County.

ARTICLE 32
ENTIRE AGREEMENT

These Contract documents contain the entire agreement of the parties relating to their subject matter and supersede all prior communications, representations, or agreements, oral or written, between the parties with respect to such subject matter. This Contract may only be amended or modified by a writing executed by each party's authorized representative and each such writing shall be deemed to incorporate the Contract documents, except to the extent that County is authorized under applicable law to issue construction change directives. Contractor may not unilaterally amend or modify this Contract by including provisions in its payment applications or other forms, which shall be deemed objected to by County and of no force or effect.

ARTICLE 33
CLAYTON COUNTY HOLIDAYS

Clayton County Board of Commissioners ("BOC") is open Monday through Friday, 8:00 AM to 5:00 PM, excluding County holidays approved by the BOC, closings due to inclement weather, and such other times as determined by the Chief Operating Officer or BOC. The BOC's designated County Holidays are updated every fiscal year on July 1 and extend until June 30 of the following year. Please refer to <https://www.claytoncountygga.gov/government/board-of-commissioners/holidays> for the current County Holidays.

-SIGNATURE PAGE FOLLOWS-

IN WITNESS WHEREOF, the parties have hereunto affixed their seals on the day and year first written above and caused this Contract to be executed in three counterparts, each to be considered as an original by their authorized representatives.

CLAYTON COUNTY, GEORGIA

BY: _____
Dr. Alieka Anderson-Henry, Chairwoman
Clayton County Board of Commissioners

Attest:

Clerk

CONTRACTOR

BY: _____
Signature
Name: _____
Title: _____

BY: _____(Corporate Seal)
Signature (Corporate Secretary)

Signed, sealed, and delivered
in the presence of:

_____, Notary Public

This _____ day of _____, 2026

**EXHIBIT A
GENERAL REQUIREMENTS**

(SEE SEPARATE DOCUMENT IN BIDNET)

EXHIBIT B

SCOPE OF WORK CLARIFICATIONS

Provide all labor, material, equipment, tools, engineering, taxes, insurance, temporary facilities, supervision, inspections, and incidentals necessary to complete the entire Work described in the Contract Documents.

The following is intended to clarify the Work and in no way reduces, diminishes, or limits the Work of the Contract.

1. The Supplier will provide an electronic copy of the Contract Drawings. It is the responsibility of the Supplier to make the necessary copies and this cost is included in the Contract Sum.
2. Within ten (10) days of the award of this Contract, the Supplier will forward to the County a copy of the Construction Schedule for the Construction. The Construction Schedule will be based on the Critical Path Method (CPM) and will include procurement activities for all equipment or materials that have a lead time greater than one week.
3. Supplier has reviewed all plans and specifications and has included the entire scope of work as outlined in the Construction Documents in their pricing. Should there be a conflict in the scope of work in the documents, the Supplier will immediately notify the County of the conflict. If the Supplier does not notify the County of any discrepancies prior to execution of this Contract, the scope of work that is more stringent will be included in the Contract Amount as noted in this document and no additional allowances will be afforded Supplier for oversight of this conflict.
4. The Supplier has inspected the site and reviewed the due diligence reports prepared by (company).
5. The County will be responsible for contracting with a Third-Party Testing Engineer for soils, concrete, steel and pavement inspections and testing. Supplier will specifically coordinate scheduling with the County's Testing Engineer and will be responsible for ensuring that all testing is performed. The County will copy the Supplier on all inspection reports and results.
6. Supplier will provide all necessary inspections, testing, videotaping and as-builts of construction as required by the Construction Documents and the County with the exception of those items that are the responsibility of the Owner as noted above. All such costs are included in the price of this Contract. The Supplier will copy the County on all inspection reports and results.
7. Supplier will maintain erosion control for the entire duration of the project until the site has been properly stabilized at which time the Supplier will be responsible for the removal of all erosion control measures including but not limited to silt fencing and retrofits for weir structures. All such costs are included in the price of this Contract.
8. The Contract includes all engineering and layout work for the Work of this Contract. The Supplier will be provided with a boundary survey and a single elevation benchmark. The Contract also includes engineered as-built drawings for the detention ponds and sanitary sewer lines.
9. The Supplier will take all precautions necessary to protect the undisturbed areas of the site. Areas not shown to be disturbed will be absolutely off limits and will not be encroached upon.
10. The Supplier will be responsible for the engineering and installation of retaining walls as required. Supplier will provide the County with shop drawings stamped by an engineer registered in the state where construction is completed prior to installation.
11. All shop drawings, product samples, or product data will be submitted directly to the Architect and the County for review and approval.
12. Supplier will be responsible for coordination with local utilities on installation of service including electric, gas, water, and phone service. Service will be initially set up in the Supplier's name then transferred to the County upon completion of the project or as directed by County.
13. The Supplier will coordinate with the County's Information Technology Department for installation and design of data, security which will include conduits, cables, and wiring.

- _____". All costs associated with this construction have been included in the price of this Contract with the exception of permitting which will be the responsibility of the County.

EXHIBIT C Unit Rate Table

Type III Silt Fence, Installed	\$	/ LF
Onsite Cut and Fill	\$	/ CY
Imported Structural Fill Compacted and In Place	\$	/ CY
Excavate, Export & Dispose of Structural Fill	\$	/ CY
Excavate, Export & Dispose of Unsuitable Fill / Non-contaminated	\$	/ CY
Rock Excavation for Utility Trench	\$	/ CY
Mass Blast Rock, Waste Onsite	\$	/ CY
Jack & Bore 2" Water Line (Bore & Pipe Cost)	\$	/ LF
Jack & Bore 8" Ductile Iron Pipe (Bore & Pipe Cost)	\$	/ LF
963 Loader w/ Operator	\$	/ HR
325 Track Hoe w/ Operator	\$	/ HR
Stabilization Stone (#57) Compacted and In Place	\$	/ CY
Rip Rap in Place	\$	/ TON
Junction Box 48" Dia., 6' Deep	\$	/ EA
Junction Box 48" Dia. Add for Additional Depth	\$	/ LF
18" CMP Installed, Maximum 12' Deep	\$	/ LF
24" CMP Installed, Maximum 12' Deep	\$	/ LF
30" CMP Installed, Maximum 12' Deep	\$	/ LF
36" CMP Installed, Maximum 12' Deep	\$	/ LF
8" PVC Sanitary Sewer Line Installed Maximum 12' Deep	\$	/ LF
8" Ductile Iron Fire Main w/o Fittings	\$	/ LF
Fire Hydrant Assembly Installed	\$	/ EA
4" PVC Conduit / Sleeve Installed	\$	/ LF
2" PVC Conduit / Sleeve Installed	\$	/ LF
Grass Mat	\$	/ SY
Grassing / Hydroseeding	\$	/ AC
Field Brick Installed	\$	/ SF
Field EIFS Installed	\$	/ SF
Stone Base Installed	\$	/ SF
Drywall Standard Partitions, 3 5/8" Studs, 1/2" Drywall, 9' High	\$	/ LF
Drywall One Hour Partitions, 3 5/8" Studs, 5/8" Drywall, 15' High	\$	/ LF
Solid Wood Core Door Installed, 3' x 8', w/o Hardware	\$	/ EA
Duplex Outlet Wired & Installed	\$	/ EA
2' x 4' Parabolic Light Fixture Wired & Installed	\$	/ EA
2' x 4' Ceiling Grid w/ Standard Tile Installed	\$	/ SF

The above prices include all labor, material, equipment, tools, engineering, taxes, insurance, excavation, backfill, compaction, cutting and patching, temporary facilities, supervision, permits, overhead, profit and incidentals necessary to complete the work. These costs will apply to all additional work executed as a Change Order with no additional costs to be added to the Unit Rates noted above.

EXHIBIT D CLOSEOUT DOCUMENTS

Agency Directors Approval:	Date:	
Program Manager Approval:	Date:	
Project Name:	Project #:	
Substantial Completion Date:	Occupancy Date:	
ITEM	DATE REC'D	INITIALS
CONTRACTS & AGREEMENTS		
a) A&E Professional Services Contract		
b) General Contractors Agreement with End User		
c) Performance and Payment Bond		
d) Certificates of Insurance and Policies		
e) Notice to Proceed		
f) SLBE Form(s): Contractor and Subcontractors		
g) Change Orders		
h) Maintenance and/or Service Contract(s)		
CLOSE-OUT DOCUMENTS		
a) Substantial Completion Form		
b) Certificate of Final Completion		
c) Application for Final Payment		
d) Release of Retention		
e) Consent of Surety (Final Retainage Will Not be Released Until Received)		
f) Certificate of Occupancy (Need ASAP to Place under County's Insurance Policy)		
g) Agency's Request for Final Payment		
h) Design Professional Closeout Certification		
i) Any Unresolved Issues Closeout		
DESIGNED PROFESSIONAL / CONTRACTOR SUPPLIED CLOSE-OUT		
a) Roof Warranty from Manufacture (two copies)		
1) Manufactures Inspection of Roof Installation and Final Inspection		
2) Inspect Roof 30 Days Prior to Manufactures Warranty		
b) Contractors One-Year Labor Warranty on Roof Installation		

ITEM		DATE REC'D	INITIALS
	1) Inspect Roof 60 Days Prior Warranty Expiration		
	c) Maintenance and Operation Manuals (HVAC, equipment etc.) and Catalog Data		
	d) Final Plumbing Inspection		
	e) Record Drawings (as built drawings)		
	f) Thumb Drive with All Contract Documents, Record Drawings, Specifications, etc.		
	g) Contractors One Year Workmanship, Materials Warranty		
	1) Inspect Project 30 Days Prior to Warranty Expiration		
	h) Subcontractors One Year Workmanship, Materials Warranty		
	i) Termite Inspection Certificate		
	j) Certificate of Air Balance		
	k) Final HVAC Inspection by Inspector		
	l) LEED Documentation		
	m) Facility Key Log		
	n) Miscellaneous Equipment and System Warranty(s)		
	o) Contractor Supplied Training on Equipment and Systems (with sign-in sheets)		
	p) Videos/CD's and Training Manuals on Controls, HVAC, and Equipment		
	q) Equipment and System Inspections Reports:		
	1) Boiler and Tank		
	2) Elevators and Hoist Systems		
	3) Backflow Preventers on Potable Water, Fire Suppression, HVAC, Misc. Equip.		
	4) Fire Suppression (Sprinkler) System		
	5) Fire Alarm System		
	6) Security System		
	7) Backup Power Generator		
	8) Cable Test/Certification Reports and Startup Records		
	r) Contractor Provided Written Instructions on Seasonal Adjustments		
	s) Mechanical System Check and Warranty		
	t) Paint Color Formulas and Name / Location of Paint Supplier		
	u) Subcontractor and Vendor Contact List / Information		
	MISCELLANEOUS		
	a) State Inspectors Reports		
	b) Owners Inspection Reports		
	c) Post-Bid Plan Review Submittals, Shop Drawings and Responses From END USER		
	d) Future Maintenance and Operational Cost Studies(IF APPLICABLE)		

NOTE: The submission of Closeout Documentation and release of Retainage, DOES NOT RELEASE THE CONTRACTOR OF ANY OF ITS OBLIGATIONS TO THE COUNTY.

EXHIBIT E

WORK IN INCLEMENT WEATHER

Supplier is presumed to have taken all difficulties due to weather conditions into consideration in preparing their proposed Contract Price and in establishing their time for completion of the Work under this Contract. They must be prepared and must take all precautions to protect Work from unfavorable weather and extremes of temperature, whether hot or cold. They shall provide approved facilities for protecting against unfavorable weather at all times, to the entire satisfaction of Owner.

Completion time will not be extended for normal bad weather. Time for completion as stated in the Contract Documents includes time due to allowance for calendar days on which work cannot be performed out-of-doors. For the purpose of this Contract, Supplier agrees that he may expect to lose calendar days due to weather in accordance with the most recent NOAA Summary of Monthly Normals 1981 – 2010 as attached to this Exhibit.

If the total accumulated number of working days lost to the weather for the length of the project (not on an individual month-by-month basis) exceeds the total accumulated number to be expected for that timeframe per the attached NOAA Summary, time for completion will be extended by the number of calendar days needed to include the excess number of working days lost. All requests for time extensions must be submitted in writing to the Owner. No changes in the contract sum will be authorized because of adjustment of contract time due to weather.

Also, Supplier agrees that a "day lost to weather" for the period covered by this Contract is defined as a calendar day in which precipitation is equal to or greater than 0.10 inch per NOAA reports from the closest monitoring station to the project site.

Weather extensions will not be granted for days or bad weather occurring for any work related to the building envelope and interior once it has been determined by the OWNER that the building has been completed to the extent it is protected from the weather.

No reduction in Contract Time shall be imposed if the total days actually lost to weather are less than the Total to have been expected for that same period.