



Cherokee County Board of Commissioners
Purchasing Department
1130 Bluffs Parkway, Canton, GA 30114
Phone: (678) 493-6000
Fax: (678) 493-6035

STANDARD SOLICITATIONS TERMS

QUALIFICATIONS, BIDS & PROPOSALS

Updated 7/11/2024

STANDARD TERMS FOR BID AND PROPOSAL SOLICITATIONS

1. Project Schedule & Addenda

- 1.1 The project schedule is subject to change at the discretion of the County. All official dates and times will be posted with the solicitation documents.
- 1.2 Changes or clarifications to the solicitation schedule and specifications will be issued as an addendum, posted with the solicitation documents to the Cherokee County's designated solicitation platform, BidNet Direct¹ (hereafter "Designated Website"). It is the supplier's responsibility to monitor the solicitation for addenda and comply with any additional proposal requirements included in the addenda. The anticipated award date is subject to change without notice. Only changes to schedule that will impact supplier side deadlines and due dates (i.e. questions deadlines and offer due dates and times) will require addenda.

2. Questions/Information

- 2.1 All questions and requests for information shall be addressed as a "Question" from within the Cherokee County Designated Website.
- 2.2 Questions received after the question submission deadline will be answered at the County's discretion.
- 2.3 All answers to questions received prior to the question submission deadline will be posted on the County's Designated Website in the form of an addendum.

3. Pre-Qualification/bid/proposal Meeting

- 3.1 Discussions during the pre-qualification/bid/proposal meeting are informal in nature and will not be provided as meeting minutes or included in the solicitation documents. Only the solicitation documents and posted addenda shall constitute the official information to be used by the supplier in preparing a qualification/bid/proposal.
- 3.2 All attendees at mandatory pre-qualification conferences will be required to sign an attendance sheet indicating their attendance at the meeting. Signatures will be collected prior to the start of the meeting and may continue to be accepted for a period of 5 minutes once the meeting has begun. After the 5-minute grace period, it will be at the sole discretion of the County to allow further signatures from late arrivers. It is the responsibility of the supplier to ensure they have signed the attendance sheet in order to

¹ <https://www.bidnetdirect.com/georgia/cherokeecounty>

receive credit for attending the meeting; the County assumes no responsibility for the supplier's attendance or directions to the meeting.

4. No Communication with County Representatives

- 4.1 Suppliers shall avoid engaging in communication with County staff or elected officials regarding this project, representatives from the Procurement Department shall be the only authorized points of contact during this solicitation. Unauthorized contact may disqualify the supplier from further consideration.

5. Proposal Preparation & Submission

- 5.1 Proposals shall be prepared simply and economically, providing a straightforward and concise description of the supplier's capabilities to satisfy the requirements of the solicitation.
- 5.2 The County expects qualifications/bids/proposals to be well organized according to the instructions and organization of the solicitation, as well as address all the requirements contained in the solicitation (including any addenda).
- 5.3 Proposals and all required forms must be signed by an authorized representative of the organizations responding to the solicitation.
- 5.4 Information which the supplier desires to present but does not fall within any of the requirements of the solicitation should be inserted at the end of the qualification/bid/proposal and designated as "Additional Material". Please Note: "Additional Material" submissions will count as part of the proposal page count and may not be considered.
- 5.5 It is the supplier's responsibility to ensure that the qualification/bid/proposal is responsive to all the County's requirements and complete in all aspects.
- 5.6 The County accepts most Qualifications, Proposals or Bids electronically through its designated solicitation Designated Website:
- a) Qualifications/bids/proposals and all requested documentation are to be provided electronically in the Adobe Portable Document Format (PDF) unless otherwise indicated in the solicitation instructions.
 - i. Qualifications/bids/proposals should be uploaded in as few attachments as possible, **preferably as one PDF document per upload**, unless otherwise noted in the solicitation instructions. Documents provided in response to this solicitation are to be named according to the following naming convention:

[Solicitation Number]_[Vendor Name]_[Document Type]
Example: "2017-111_ABC Company_Proposal"
 - b) Should physical copies be requested in the solicitation:
 - i. The original qualification/bid/proposal should be clearly marked "original" and should be unbound, one-sided, 8 1/2" X 11" size. Copies, if applicable, may be bound and double sided; preference is 8 1/2" X 11",
 - ii. Are to be mailed or delivered in a sealed envelope to the address provided below,
 - iii. Should include the solicitation number on the outer most packaging and unless otherwise noted, bids/proposals are to be addressed as follows:

Solicitation #

Attn: Procurement – Upper Level Admin Building

Cherokee County Board of Commissioners

1130 Bluffs Pkwy, Canton GA 30114

- iv. It is the responsibility of the organizations responding to the solicitation to ensure the timely delivery of the bid or proposal. Please note; (1) improperly addressed qualifications/bids/proposals risk not being delivered to the Procurement Agent by the submission deadline resulting in a non-responsive determination and (2) electronic submissions should be performed at a reasonable amount of time before the due date and time to allow for technical considerations, last minute technical failures are likely to result in a rejected submission.

- 5.7 The qualification/bid/proposal, at a minimum, should contain all of the County's standard forms and appendices identified as required in the solicitation and any additional information as listed in the Submittal Instructions; lack of such required submittals may be reason to deem a qualification/bid/proposal “non-responsive”. Such a determination by the County shall not be a cause of action by the bidder/proposer against Cherokee County.
- 5.8 Suppliers should use the forms / appendices requested in the solicitation and either attached thereto or as otherwise identified and provided; alternate forms may not be acceptable.

6. Subcontractors

- 6.1 Suppliers whose qualification/bid/proposal will include the use of subcontractors are required to identify the scope of the project that they intend to subcontract and the subcontractor proposed to perform the work.

7. County Specifications and Supplier Performance

- 7.1 Suppliers are expected to have the professional expertise to offer the products/services that are consistent with the County’s solicitation objectives and that are in the best interest of the County. Errors or omissions in the specifications or scope of work that would lead to a lower quality of service or deliverable are to be communicated to the Purchasing Agent as soon as possible to avoid an inferior work product.
- 7.2 Acceptance of designs, plans, and specifications by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The proposing or bidding organization represents, by the submission it provides, that they possess the requisite expertise and experience to perform in accordance with the requirements within this solicitation. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of supplier’s performance. No approval of designs, plans, or specifications by any person, body or agency shall relieve supplier of the responsibility for adequacy, fitness, suitability, and correctness of suppliers' work under professional and industry standards, or for performing services in accordance with sound and accepted professional and industry principals.

8. Use of Brand Names and Substitutions

- 8.1 Unless defined in the solicitation as a specific brand and/or part number, brand names or specifications specific to one or multiple manufacturers have been called out or listed as part of the desired item's description in order to establish an expected level of quality and performance and not to limit competition. Different brands with comparable models or options that meet the same level of quality and performance with those items referenced within the specification are encouraged to submit these items for consideration. In order to allow the County to effectively evaluate all offerings against the actual performance needs, the party proposing alternative brands shall provide a comparison of the features and performance areas as defined in the specification. Such comparison shall clearly indicate the bidder's conformance to the specifications as follows; (a) meets, (b) exceeds, (c) does not meet or (d) meets intent (through alternative design, technology, etc.). Commentary and documentation that clearly demonstrates the level of functionality and quality is required for each comparison point. The County will be solely responsible for making the determination of acceptability of proposed products/items and scoring each item's fitness for the intended purpose.
- 8.2 It is the responsibility of those proposing any product or service to clearly identify what has been proposed on the Bid Form, including the quantity, manufacturer's name, model number, year of manufacturer, as well as a defining any options or upgrades required to meet the specification. Pricing shall reflect what is required to meet the specification. Any options that the bidder believes important for the County to consider shall be clearly identified as an option, indicate the performance change/benefit as well as corresponding pricing adjustments.
- 8.3 See Statement of Work or Solicitation Document regarding the applicability of proposing alternate items.

9. Open Records and Confidential Information

- 9.1 Bids/Proposals submitted in response to this solicitation may be subject to public inspection under the Georgia Open Records Act (O.C.G.A. 50-18-70-77). Any information that is required by the County to be included in the supplier's qualification/bid/proposal that constitutes a trade secret, as defined by the Georgia code, must include an affidavit affirmatively declaring that the information constitutes a trade secret. A general indication that the entire contents (or a major portion of the contents) of the qualification/bid/proposal is proprietary will not be honored.

10. No Cost or Contractual Obligation

- 10.1 Any and all costs associated with participating in this solicitation will be solely borne by the organizations responding to the solicitation.
- 10.2 The County assumes no contractual obligation associated with this solicitation until final award has been approved by the Board of Commissioners and/or County Manager and a fully executed Agreement and/or Purchase Order is provided to the selected supplier. Suppliers or subcontractors performing work prior to the execution of a contract or delivery of a purchase order do so at their own risk.
- 10.3 The County reserves the right to cancel this solicitation at its discretion, in whole or in

part, at any time prior to award. The issuing of this solicitation by the County is no guarantee that an award will be made.

11. Solicitation Responder's Responsibility

- 11.1 The supplier is responsible for furnishing and delivery of all Property included in this solicitation, whether or not the supplier is the manufacturer or producer of such Property. Further, the supplier will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of Property.

12. Suppliers Submission Creates an Offer

- 12.1 Submission of a response (completed, signed and returned) shall constitute an offer to provide the goods and/or services specified by the Supplier, at the prices stated in the qualification/bid/proposal, in accordance with the terms and conditions of the County's Contract and the terms and conditions of this solicitation.
- 12.2 If any exceptions are taken to any part of the solicitation or proposed contract, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the supplier fully agrees to the County's Standard Agreement in its entirety. The County reserves the right to reject all exceptions and award the work to a supplier who agrees to the County's terms and conditions without exceptions.

13. Tax Exemption

- 13.1 The County is exempt from the payment of any federal excise or any Georgia sales tax. The price qualification/bid/proposal must be net, exclusive of taxes.

14. Classifying Proposals as Responsive and Responsible

- 14.1 The Procurement Agent or designee will determine whether a supplier has met the standards of the solicitation and is responsive as well as responsible or able to meet the statement of work and/or specifications. Such determinations may be made at any time during the evaluation process and through negotiation if information surfaces that would result in a determination of non-responsibility.
- 14.2 Proposals found nonresponsive will not be considered further. The County may make such investigations as it deems necessary to determine the ability of each supplier to perform, and the supplier shall furnish to the County all such information and data for this purpose as the County may request.

15. Proposal Withdrawal

- 15.1 Unless otherwise disallowed in the solicitation or on the bid pricing form, suppliers may withdraw their bids/proposals due to unintentional errors. Proposals received prior to the due date and time may be withdrawn through formal request to the Procurement Department and signed by an authorized individual of the bidder/proposer. Once the bids/proposals have been opened, the supplier shall give notice in writing of his claim of right to withdraw his qualification/bid/proposal due to an error within two (2) business days after the date of final submission to the County. Bids/proposals may be withdrawn from consideration solely due to a clerical mistake as opposed to a judgment mistake

provided that the unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The supplier's original work papers shall be the sole acceptable evidence of error and mistake if they elect to withdraw their qualification/bid/proposal. If a qualification/bid/proposal is withdrawn under the authority of this provision, the lowest remaining responsive qualification/bid/proposal may be deemed to be low qualification/bid/proposal.

- 15.2 No bidder/proposer who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

16. Interviews and Discussions

- 16.1 Suppliers may also be requested to make an oral presentation and/or product demonstration to clarify their qualification/bid/proposal or to further define their offer. In either case, Suppliers should be prepared to send qualified personnel to the County to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the supplier's expense.

17. Acceptance of Lowest Priced Proposal Not Required

- 17.1 The County shall select the supplier that, in its discretion, offers the most advantageous offer to the County. Selection will be based on the evaluation factors outlined in the solicitation. Submission of the lowest price offers no guarantee that the proposal will be determined the most advantageous.

18. County's Right to Reject Bids/Proposals

- 18.1 The County reserves the right to reject any or all bids/proposals based upon its interest or investigation or information submitted and to waive irregularities, informalities, or technicalities. The County further reserves the right to make a selection and final award as deemed to be in the best interest of the County.

19. Proposal Scoring

- 19.1 The County reserves the right to establish minimum scoring requirements for either or both pricing and non-pricing evaluation criteria in order to determine responsible proposing organizations.
- 19.2 Proposals pricing evaluations will be determined based upon County standard approaches as applied to the unique circumstances associated with each procurement.
- 19.3 The County reserves the right to do business with other than the highest scoring organization should a lower scored organization be qualified and more costeffective.
- 19.4 Based on the nature of the requirements, the County the reserves the right to only formally evaluate proposals that represent the lowest three priced proposals that are determined to be acceptable based on the criteria identified in the solicitation should that result in the winning proposal's score mathematically eliminating the possibility of the unevaluated higher priced proposals being susceptible for consideration of award.

20. Proposals Become County Property

- 20.1 All submitted bids/proposals and supporting materials as well as correspondence relating to this solicitation become property of the County when received. Any proprietary information contained in the proposal must be so indicated.

21. Suspension, Debarment and Litigation

- 21.1 Suppliers are expected to notify the County of any suspension or debarment from performing work for a government entity or any current or pending litigation with a government organization. Suppliers should provide the County with a list of current or past suspensions or debarments along with a description of the facts surrounding the suspension and/or debarment as well as a list of current or pending mediation, arbitration or litigation and the facts surrounding those actions. Please use the form included in this solicitation.
- 21.2 Suppliers are accountable for selecting and managing appropriate subcontractors. Suppliers presenting qualifications, bids or proposals that include subcontractors that have been suspended, debarred or are in pending litigation, suspension or debarment or from any governmental entity (local, state and/or federal) may cause the supplier submission to be considered non-responsive and/or non-responsible unless the primary supplier as a part of their bid or proposal:
- a) notifies the County that as a part of its bid or proposal it has selected a subcontractor or subcontractor(s) that have been suspended, debarred or are pending litigation from a government entity, or suspension or debarment, and
 - b) have included the jurisdiction(s) where the subcontractor has suspended or debarred or is being considered for suspension or debarment or litigation and has included the nature of the circumstances resulting in the suspension or debarment or litigation, and states a compelling reason for including the subcontractor(s) in their bid or proposal, and
 - c) includes measures that the bidding or proposing contractor will take to ensure that the subcontractor(s) will complete the work in a timely manner and within the professional standards of quality and workmanship that are expected in the performance of the work bid or proposed, and
 - d) in the sole judgement of the County it considers the situation to be so compelling that it determined to be in the best interest of the County to allow the one- time use of the sub-contractor without prejudice for further consideration on future procurements.

22. Insurance

- 22.1 If insurance is required under the terms of the contract for this project, the County shall be listed as an “additional insured” on the Certificate of Insurance. The “Certificate Holder” shall be listed as:

Cherokee County, Georgia, acting by and through its Board of Commissioners
1130 Bluffs Pkwy
Canton, GA 30114

23. Americans with Disabilities Act Guidelines

- 23.1 Cherokee County adheres to the guidelines set forth in the Americans with Disabilities Act. Bidders should contact the Procurement Agent if they require special arrangements while attending meetings (if any). The County requests at least 48 hours of advance notice prior to each meeting. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

24. Local Preference

- 24.1 In addition to the state purchasing preferences mandated by O.C.G.A. § 36-84-1, Cherokee County-based businesses may be awarded a contract as the lowest responsive and responsible bidder as defined under the circumstances specified in the Cherokee County Procurement Ordinance Sec. 2-121 – Cherokee County-based preference. Please note, this only applies to a Request for Bids type solicitation when County regular budget and SPLOST funds are used.

25. Procurement Ordinance and Current Documents and Forms:

- 25.1 All solicitations shall be in accordance with the County Procurement Ordinance. The Procurement Ordinance and the most current versions of approved forms and documents can be found on the County's web site using the link to the Procurement Department.

26. Supplier Standards and Ethics:

- 26.1 By participating in this solicitation, all respondents affirm that they have read, understand and will abide by the "[Supplier Standards and Ethics](https://www.cherokee.ga.gov/Procurement/_resources/documents/Vendor-Resources/SupplierCodeofEthicalConductApproved06082017.pdf)"² statement as located on the County's web site.

Appendices begin next page.

Please note: Not all appendices apply to all purchases.

Only those identified in the solicitation instructions are required for that specific solicitation.

² https://www.cherokee.ga.gov/Procurement/_resources/documents/Vendor-Resources/SupplierCodeofEthicalConductApproved06082017.pdf

APPENDIX "A"

Solicitation # and Title

INFORMATION & ADDENDA ACKNOWLEDGEMENT FORM

Name of Company

Address - City, State and Zip Code

Name & Title of Primary Contact (for proposal clarifications/questions)

Phone of Primary Contact

Email of Primary Contact

Addenda Acknowledgement: Proposer acknowledges receipt of the following addenda (as applicable):

Addendum Number: _____ Date: _____

Addendum Number: _____ Date: _____

Addendum Number: _____ Date: _____

Addendum Number: _____ Date: _____

Addendum Number: _____ Date: _____

No Addenda Issued _____

Proposer's Signature

Date

APPENDIX "B"

Solicitation # and Title

NON-COLLUSION AFFIDAVIT

I state that I am authorized to make this AFFIDAVIT on behalf of my company, and its owners, directors and officers and I further state that:

1. The price(s) shown in this Qualification/bid/proposal has/have been arrived at independently and without consultation, communication or agreement with any other contractor, responder or potential responder to the Request for Bids (RFB)/Request for Proposals (RFP); and
2. Neither the price(s) nor the amount of the Qualification/bid/proposal, and neither the approximate budgets nor approximate amounts in this Qualification/bid/proposal, have been disclosed to any other company or person who is a responder or potential responder to this RFP, and they will not be disclosed before the Qualification/bid/proposal opening; and
3. No attempt has been made or will be made to induce any company or person to refrain from responding to this RFB/RFP, or to induce them to submit a budget that is higher than the budget in this Qualification/bid/proposal, or to submit any intentionally high or noncompetitive Qualification/bid/proposal or other form of nonresponsive Qualification/bid/proposal; and
4. The price(s), proposal and budget prepared are made in good faith and not pursuant to any agreement, discussion with or inducement from any agency, company or person to submit a complementary or other noncompetitive Qualification/bid/proposal.

I state that _____ understands and acknowledges that
(Name of Company)

the above representations are material and important and will be relied on by the Cherokee County Board of Commissioners (CCBOC) in awarding the contract(s) for which this Qualification/bid/proposal is submitted. I understand, and my company understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from CCBOC of the true facts relating to the submission of Bids/Proposals for this contract.

Signature

Date

Printed Name

Title

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

(Notary Public)

[SEAL REQUIRED]

My Commission Expires: _____

APPENDIX "C"

Solicitation # and Title

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any Contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- (a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- (b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- (c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- (d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- (e) The Contractor will contract for the 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(a), (b), and (c);
- (f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- (g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

E-Verify Company ID Number (4 to 7 numbers)

Date of Authorization

Name of Contractor

Name of Project

Cherokee County Board of Commissioners

NOTE: The E-Verify Company ID number is not a Federal Identification Number, Tax ID Number, or Social Security Number. It will be a 4 to 7 digit number included in the E-Verify MOU (Federal program paperwork).

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:

☐ Not Applicable by Statute for labor less than \$2500

APPENDIX "D"

Solicitation # and Title

REFERENCES (Include a minimum of 3 unless otherwise directed)

1. Company _____
City/State _____
Contact Name _____
Phone/Email _____

2. Company _____
City/State _____
Contact Name _____
Phone/Email _____

3. Company _____
City/State _____
Contact Name _____
Phone/Email _____

4. Company _____
City/State _____
Contact Name _____
Phone/Email _____

5. Company _____
City/State _____
Contact Name _____
Phone/Email _____

APPENDIX "E"

Solicitation # and Title

ACCEPTANCE OF COUNTY AGREEMENT

The Agreement used for the solicitation will be the "Sample" Agreement posted with the solicitation.

Using this form, please indicate either the willingness to sign the Agreement included in the solicitation, as is, upon award and/or recommendation of award or list all exceptions. This form is to be filled out, signed and returned as part of a responsive qualification/bid/proposal. The County is under no obligation to accept exceptions or modifications suggested by the Supplier (or any Third Parties/subcontractors). Any exceptions or modifications may be considered during evaluation and may result in rejection of the qualification/bid/proposal or a lower score. Such a determination shall not be a cause of action by the bidder/proposer against Cherokee County.

If the Supplier (or any Third Parties/subcontractors) does wish to suggest exceptions or modifications, all such exceptions or modifications must be submitted with the qualification/bid/proposal; no exceptions or modifications to the contract will be considered after qualification/bid/proposal review by the County (i.e. after the opening). All exceptions to the County's contract must be listed on the provided form as only those exceptions listed on the form provided will be evaluated. Any material exceptions may result in the rejection of the proposal and the Supplier will not receive further consideration.

CHECK AND INITIAL ONE OF THE FOLLOWING STATEMENTS:

_____ I and my legal advisor and insurance carrier representatives have read, understand and accept all the terms and conditions of the Agreement, and if awarded this Project, I will promptly execute and furnish all required statements, exhibits and certification of insurance coverage within five (5) business days.

OR

_____ I and my legal advisor and insurance carrier representatives have read and understand all the terms and conditions of the Agreement, **BUT HAVE NOTED THE FOLLOWING EXCEPTIONS AND/OR QUALIFICATIONS:**

Proposers may provide additional sheets written on their own letterhead to supplement this page, if necessary.

I CERTIFY that the above information is true and correct.

Signed: _____

Date: _____

Printed Name & Title: _____

APPENDIX "F"

Solicitation # and Title



**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters Primary
Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 2)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a five-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a five-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____

Name and Title of Authorized Representative

Signature of Authorized Representative



APPENDIX "F" (Cont'd)

Solicitation # and Title

- 2 -

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Construction Only Appendices

The appendices that follow are typically required only for construction solicitations and DO NOT need to be completed for non-construction solicitations unless explicitly stated in the solicitation.

APPENDIX "G"

Solicitation # and Title

CONTRACTOR'S LICENSE CERTIFICATION

A license verification will be performed by Cherokee County, Georgia by visiting the State of Georgia's web site in addition to any other supporting documentation that may be provided by the Contractor's authorized agent personally appearing before Cherokee County, Georgia.

<https://sos.ga.gov/licensing-division-georgia-secretary-states-office>
<https://www.dot.ga.gov/GDOT/pages/ConstructionContractors.aspx>

CONTRACTOR'S NAME: _____

Contractor's License Number: _____

Expiration Date of License: _____

(ATTACHED COPY OF LICENSE)

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

This _____ day of _____, 201____.

(SEAL, REQUIRED IF CORPORATION)

NOTARY AND WITNESS:

County of _____ State of _____

Notary Public: _____

Witness: _____

(SEAL, REQUIRED)

APPENDIX "H"

Solicitation # and Title

BONDING**CERTIFICATE OF ABILITY TO PROVIDE PERFORMANCE AND LABOR & MATERIAL PAYMENT BOND**

This is to certify that on this day the submitting Bidder/Proposer acknowledges that he/she has read these Bidding documents and requirements, inclusive of all Addenda, if any, and inclusive of the Construction Services Agreement, in their individual and collective entirety, and agrees to provide Performance and Labor & Material Payment Bonds (each in an amount equal to 100% of the contract sum) acceptable to Cherokee County, Georgia and that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned will promptly provide said Performance and Labor & Material Payment Bonds to Cherokee County. Failure to furnish said Performance and Labor & Material Payment Bonds (each in an amount equal to 100% of the contract sum) within the time period set forth shall be cause for rejection of the submitted Bid or Bid Proposal, and give the right to Cherokee County, Georgia to cause the Bid Bond to be called with penalty.

The person signing below is authorized by the Bidding/Proposing company to submit the Qualification/bid/proposal herein, and this certificate, to legally obligate the Bidder/Proposer thereto.

NAME OF BONDING COMPANY: _____

DATE: _____

Signature of the Bonding Company's Authorized Agent

(Or a separate letter on the bonding company's letterhead may be submitted.)

By signing above, or by submission of a separate letter, the bonding company acknowledges they are listed on the Federal Registry and approve of the Bid Proposal amount submitted by the Bidder.

NAME OF BIDDER/COMPANY: _____

Signature: _____

Printed Name: _____

Printed Title: _____

Date: _____

(CORPORATE SEAL, REQUIRED IF CORPORATION)

County of _____ State of _____

Notary Public: _____

My Commission Expires: _____

APPENDIX “H” Requirements

PERFORMANCE AND LABOR & MATERIAL PAYMENT BONDS REQUIREMENTS

When Contractor submits Appendix “I” below, it is these requirements that they are indicating they will meet should they be awarded the project defined in this solicitation.

PERFORMANCE AND LABOR & MATERIALS PAYMENT BOND: The Contractor shall upon award furnish to Cherokee County **Performance and Labor & Material Payment Bonds** to Cherokee County Board of Commissioners, the Undersigned's surety identified above and the Undersigned agrees that upon receipt of Cherokee County Board of Commissioners Notice of Award, the Contractor will, within ten (10) days of receipt of the Notice of Award with accompanying Agreement and requirements for bonds and insurance, execute the formal Contract, and will deliver all required Bonds for the faithful performance of this Contract and such other required information, representations and insurance certificates and policies. The Undersigned further agrees that if he fails or neglects to appear or execute or deliver within the specified time to execute the Contract of which this Proposal, the Bidding Documents and the Contract Documents are a part, the Undersigned will be considered as having abandoned the Contract, and Cherokee County Board of Commissioners shall proceed to take action to review and recommend the next responsive and responsible Bid.

Requirements of this section pertain to the furnishing of valid Performance and Labor & Material Payment Bonds, each in the amount of 100% of the contract sum of the Construction Agreement between Cherokee County and the Contractor for the scope of this Bid and contract.

No contract for work to be performed for Cherokee County by the Contractor under this Bid shall be valid for any purpose unless the Contractor shall first have provided to Cherokee County the required project insurance and the Performance and Labor & Materials Payment Bond with good and sufficient surety payable to, in favor of and for the protection of Cherokee County, and must be accompanied by a letter stating the bonding company's current rating for verification prior to acceptance by Cherokee County, before execution of the contract by Cherokee County.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business as a surety in Georgia, and shall have an A.M. Best minimum rating of “A” with a financial size of VII “7” or better. Attestation for the corporation must be by the corporate officer; for a partnership by another partner; and for an individual by a notary with the corporate seal.

The Performance and Labor & Materials Payment Bonds shall be provided only on the forms required herein of these Bidding Documents, as set forth by the Construction Agreement. No other forms shall be acceptable by Cherokee County. Failure of the Contractor to provide the required bonds in the manner and form prescribed, and within the time required, may form the basis for Cherokee County to determine that the Contractor has failed to comply with contracting conditions and to determine the Bid Proposal offer from the Contractor to be non-responsive and void, therein allowing Cherokee County to select another Contractor.

Each Bidding contractor interested in doing business with Cherokee County is advised to carefully review the Construction Agreement, and its attachments and Exhibits to prepare itself for the prompt execution of the Construction Agreement upon presentation for execution by Cherokee County in its Notice of Award, and the Contractor shall have executed and included with his Bid the Certification of Review and Acceptance of the Construction Agreement.

APPENDIX "I" Requirements

Solicitation # and Title

BID BOND REQUIREMENTS

THE BIDDER IS REQUIRED TO SUBMIT WITH ITS BID OR PROPOSAL A BID BOND, in an amount not less than five percent (5%) of the total submitted Bid. Its submission is mandatory and is separate and apart from any requirements or acceptance of Performance and Labor & Material Payment Bond.

In order for the Bid or Proposal offer to be acceptable to Cherokee County, Georgia, the Bid or Proposal must also be accompanied by a signed form stating that should Cherokee County accept your Bid or Proposal, Performance and Labor & Material Payment Bonds (each in an amount equal to 100% of the contract sum) shall be furnished, and that the Bidder or Proposer will promptly furnish said Bonds upon written receipt of the written Notice of Award by Cherokee County.

No Bid or Proposal shall be considered or determined valid and responsive by Cherokee County unless said Bid Bond form is properly signed by an authorized representative of the firm submitting the Bid or Proposal offer, and is included with your Bid or Proposal offer, and that the Bid or Proposal is on forms required by Cherokee County.

THE REQUIRED BID BOND FORM is American Institute of Architects (AIA) form A310, most current Edition. No Bid or Proposal shall be considered by Cherokee County unless the required Bid bond is properly executed by an authorized representative of the surety firm and included with the Bid or Proposal offer at the time of its submittal.

Bonding Organization

Date

Bid or Proposal #

Printed Name

Signed

***** A310 ATTACHED HERETO *****

APPENDIX “J” Requirements

CONTRACTOR’S QUALIFICATIONS STATEMENT

DESCRIPTION:

Each Bidding Contractor shall submit with its Bid to The Cherokee County Board of Commissioners a complete and properly executed AIA Document A305, Contractor’s Qualifications Statement, current Edition, and also include a current audited/reviewed financial statement, both documents to be less than one (1) year old.