

INVITATION TO SUBMIT  
PROPOSAL

**REQUEST FOR PROPOSALS - RFP NO.: 22-0042-4**

**ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE NEW  
EARLY CHILD LEARNING CENTER FACILITY**

**PRE-PROPOSAL CONFERENCE: 10:00 A.M., APRIL 26, 2022**

**PROPOSALS RECEIVED BY: 5:00 P.M., MAY 17, 2022**

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

CHESTER A. ELLIS, CHAIRMAN

COMMISSIONER HELEN J. STONE

COMMISSIONER TANYA MILTON

COMMISSIONER LARRY RIVERS

COMMISSIONER AARON R. WHITELY

COMMISSIONER BOBBY LOCKETT

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK J. FARRELL

COMMISSIONER KENNETH A. ADAMS

R. JONATHAN HART  
COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

CHATHAM COUNTY, GEORGIA  
DOCUMENT CHECK LIST

The following documents, when marked, are contained in and made a part of this Package or are required to be submitted with the proposal. It is the responsibility of the Proposer to read, complete and sign, where indicated, and return these documents with his/her Proposal. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFYING THE PROPOSAL.

X GENERAL INFORMATION

X PROPOSAL

\_ PROPOSAL SCHEDULE

X LEGAL NOTICE

X ATTACHMENTS: A. DRUG FREE WORKPLACE; B. NONDISCRIMINATION STATEMENT; C. CONSULTANT AFFIDAVIT/AGREEMENT; D. SUB-CONSULTANT AFFIDAVIT/AGREEMENT; E. SAVE FORM; F. DEBARMENT FORM; G. DISCLOSURE OF RESPONSIBILITY STATEMENT ; H. AFFIDAVIT REGARDING LOBBYING; I. GOOD FAITH EFFORT GUIDELINES

COUNTY TAX CERTIFICATE REQUIREMENT: Contractor must supply a copy of their Tax Certificate as proof of payment of the occupational tax where their office is located.

CURRENT TAX CERTIFICATE NUMBER \_\_\_\_\_  
CITY \_\_\_\_\_  
COUNTY \_\_\_\_\_  
OTHER \_\_\_\_\_

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBERS \_\_\_\_\_

The undersigned bidder certifies that he/she has received the above listed and marked documents and acknowledges that his/her failure to return each, completed and signed as required, may be cause for disqualifying his/her proposal.

BY: \_\_\_\_\_  
SIGNATURE:

\_\_\_\_\_  
DATE:

An M/WBE is a for-profit small business concern where minorities or female owners have at least a 51% interest and also control management and daily business operations. A Disadvantaged Business Enterprise (DBE) is considered an M/WBE by Chatham County, although some requirements may differ since DBE certifications are generally issued under State guidelines. Therefore, the County uses the term M/WBE in most of its procurement documents unless the County is using federal or state funding sources. In order to accurately document participation, businesses submitting bids or proposals are encouraged to report ownership status. Please check ownership status as applicable :

African-American \_\_\_\_\_ Asian American \_\_\_\_\_ Hispanic \_\_\_\_\_  
Native American or Alaskan Indian \_\_\_\_\_ Woman \_\_\_\_\_

**CHATHAM COUNTY, GEORGIA  
OFFICE OF THE PURCHASING DIRECTOR  
1117 EISENHOWER DRIVE, SUITE C  
SAVANNAH, GEORGIA 31406  
(912) 790-1622**

**DATE: April 5, 2022**

**RFP NO.: 22-0042-4**

**GENERAL INFORMATION FOR REQUEST FOR QUALIFICATIONS**

This is an invitation to submit a proposal to supply Chatham County with services as indicated herein. Sealed proposals will be received at the Office of the Purchasing Agent, **1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GEORGIA** up to **5:00 P.M., MAY 17, 2022.** Responses must either be mailed or delivered to the Purchasing Office. The Purchasing Agent reserves the right to reject any and all proposals and to waive formalities.

Instructions for preparation and submission of a proposal are contained in the Request for Proposals package. Please note that specific forms for submission of a proposal are required. Proposals must be typed or printed in ink. If you do not submit a qualification proposal, return the signed invitation sheet and state the reason; otherwise, your name may be removed from our list.

**A pre-proposal conference has been scheduled for 10:00 A.M., APRIL 26, 2022, and will be conducted in the **Purchasing Conference Room, located in Suite C, 1117 Eisenhower Drive, Savannah, Georgia 31406**, to discuss the specifications and resolve any questions and/or misunderstandings that may arise. **You are encouraged to attend.****

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Director will issue a written addendum to document approved changes. Generally when addenda are required, the bid opening date will be changed.

An M/WBE is a for-profit small business concern where minorities or female owners have at least a 51% interest and also control management and daily business operations. A Disadvantaged Business Enterprise (DBE) is considered an M/WBE by Chatham County, although some requirements may differ since DBE certifications are generally issued under State guidelines. Therefore, the County uses the term M/WBE in most of its procurement documents unless the County is using federal or state funding sources.

**SECTION I  
INSTRUCTIONS TO PROPOSERS**

**1.1** **Purpose:** The purpose of this document is to provide general and specific information for use in submitting a qualification proposal to supply Chatham County with services as described herein. All proposals are governed by the Code of Chatham County, Chapter 4, Article IV, and the laws of the State of Georgia.

**1.2** **How to Prepare Qualification Proposals: All proposals shall be:**

- A. Typewritten or completed with pen and ink, signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. ALL SIGNATURE SPACES MUST BE SIGNED.

Proposers are encouraged to review carefully all provisions and attachments of this document prior to submission. Each proposal constitutes an offer and may not be withdrawn except as provided herein.

**1.3** **How to Submit Qualification Proposals: All proposals shall be:**

- A. **Submitted in sealed opaque envelopes, plainly marked with the proposal number and title, date and time for submission, and company name.**
- B. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Director on or before the time and date specified above.
- a. **Mailing Address: Purchasing Director, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406.**
- b. **Hand Delivery: Purchasing Director, 1117 Eisenhower Drive, Suite C, Savannah, Georgia.**

**QUALIFICATION PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.** However, if a well justified request to delay receipt of proposals is received at least one work day before proposal due date, it will be considered.

- 1.4 **How to Submit an Objection:** Objections from Offerers to this Request for Proposals and/or these specifications should be brought to the attention of the County Purchasing Agent in the following manner:
- A. When a pre-proposal conference is scheduled, the proposer may object in writing any time prior to or at the pre-proposal conference.
  - B. When a pre-proposal conference is not scheduled, the Proposer shall object in writing not less than five (5) days prior to the Date for submission.
  - C. The objections contemplated must pertain both to form and substance of the Request for Proposal documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this Request for Proposal.
- 1.5 **Failure to Offer:** If a Proposal is not submitted, the business should return this Request for Proposal, stating reason therefore, and indicate whether the business should be retained or removed from the County's bidders list.
- 1.6 **Errors in Proposals:** Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Proposer's own risk.
- 1.7 **Standards for Acceptance of Proposers for Contract Award:** The County reserves the right to reject any or all Proposals and to waive any irregularities or technicalities in Proposals received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the Offer of a Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, whom investigation shows is not in a position to perform the contract.
- 1.8 **Proposer:** Whenever the term "Proposer" is used it shall encompass the "person", "business", "firm", or other party submitting a proposal to Chatham County in such capacity before a contract has been entered into between such party and the County.
- 1.9 **Compliance with Laws:** The Proposer shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or County statute, ordinances and rules during the performance of any contract between the Proposer and the County. Any such

requirement specifically set forth in any contract document between the Proposer and the County shall be supplementary to this section and not in substitution thereof.

- 1.10 Contractor:** Contractor or subcontractor means any person, firm, or business having a contract with Chatham County. The Contractor of goods, material, equipment or services certifies that the firm will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 1.11 Local Preference:** N/A.
- 1.12 Debarred Firms and Pending Litigation:** Any potential proposer/firm listed on the Federal or State of Georgia Excluded Parties Listing (Barred from doing business) **will not** be considered for contract award. Proposers **shall disclose** any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years. Any proposer/firm previously defaulting or terminating a contract with the County will not be considered.

\*\* All bidders or proposers are to read and complete the Disclosure of Responsibility Statement enclosed as an Attachment to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

Bidder acknowledges that in performing contract work for the Board, bidder shall not utilize any firms that have been a party to any of the above actions. If bidder has engaged any firm to work on this contract or project that is later debarred, Bidder shall sever its relationship with that firm with respect to Board contract.

- 1.13 Performance Evaluation:** On April 11, 2008, the Chatham County Board of Commissioners approved a change to the County Purchasing Ordinance requiring Contractor/Consultant Performance Evaluations, as a minimum, annually, prior to contract anniversary date.

Should Contractor/Consultant performance be unsatisfactory, the appointed County Project Manager for the contract may prepare a Contractor/Consultant Complaint Form or a Performance Evaluation to the County Purchasing Director.

## SECTION II

### PROPOSAL CONDITIONS

- 2.1 **Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the Proposer on notice to inquire of or identify the same to the County.
- 2.2 **Multiple Proposals:** No Proposer will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Director's attention during the Pre-proposal Conference or submitted in writing at least five (5) days preceding the date for submission of proposals.
- 2.3 **Offers to be Firm:** The Proposer warrants that terms and conditions quoted in his offer will be firm for acceptance for a period of sixty (60) days from bid date submitted, unless otherwise stated in the proposal. When requested to provide a fee proposal, fees quoted must also be firm for a sixty day period.
- 2.4 **Completeness:** All information required by the Request for Proposals must be completed and submitted to constitute a proper proposal.
- 2.5 **Liability Provisions:** Where Proposers are required to enter or go into Chatham County property to take measurements or gather other information in order to prepare the proposal as requested by the County, the Proposer shall be liable for any injury, damage or loss occasioned by negligence of the Proposer, his agent, or any person the Proposer has designated to prepare the Offer and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful Proposer in order to be awarded a contract with Chatham County.
- 2.6 **Certification of Independent Price Determination:** By submission of this Offer, the Proposer certifies, and in the case of a joint offer each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other competitor; and

- (3) No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not submit an offer for the purpose of restricting competition.

**2.7 Award of Contract:** The contract, if awarded, will be awarded to that responsible Proposer whose proposal will be most advantageous to Chatham County. The Board of Commissioners will make the determination as to which proposal best serves the interest of Chatham County.

**2.8 Procurement Protests:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Agent for review and resolution. The Chatham County Purchasing Procedures Manual, Article IX - Appeals and Remedies shall govern the review and resolution of all protests.

**2.9 Qualification of Business (Responsible Proposer):** A responsible Proposer is defined as one who meets, or by the date of the acceptance can meet, all requirements for licensing, insurance, and service contained within this Request for Proposals. Chatham County has the right to require any or all Proposers to submit documentation of the ability to perform the service requested.

Chatham County has the right to disqualify the proposal of any Proposer as being unresponsive or unresponsible whenever such Proposer cannot document the ability to deliver the requested service.

**2.10 County Tax Certificate Requirement:** Contractor must supply a copy of their Tax Certificate as proof of payment of the occupational tax where their office is located. Please contact the County Building Safety and Regulatory Services (912) 201-4300 for additional information.

No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on April 8, 1994.

**2.11 Insurance Provisions, General:** The selected CONTRACTOR shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid. It is every contractor's responsibility to provide the County Purchasing and Contracting Division current and up-to-date Certificates of Insurance for multiple year contracts before the end of each term. **Failure to do so may be cause for termination of contract.**



2.11.1 General Information that shall appear on a Certificate of Insurance:

- I. Name of the Producer (Contractor's insurance Broker/Agent).
- II. Companies affording coverage (there may be several).
- III. Name and Address of the Insured (this should be the Company or Parent of the firm Chatham County is contracting with).
- IV. Summary of all current insurance for the insured (includes effective dates of coverage).
- V. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- VI. Certificate Holder (This is to always include Chatham County).

**Chatham County as an "Additional Insured":** Chatham County invokes the defense of "sovereign immunity." In order not to jeopardize the use of this defense, the County **is not** to be included as an "Additional Insured" on insurance contracts.

2.11.2 Minimum Limits of Insurance to be maintained for the duration of the contract:

- A. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor or Tenant. This policy coverage includes: premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- B. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim. Minimum limits: \$500,000 for each accident., disease policy limit, disease each employee and Statutory Worker's Compensation limit.
- C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be written on an "Any Auto" basis.

2.11.3 Special Requirements:

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.
- B. **Extended Reporting Periods:** The Contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
- D. **Cancellation:** Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County.
- E. **Proof of Insurance:** Chatham County shall be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Contractor must ensure Certificate of Insurance are updated for the entire term of the County.
- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by the Chatham County Board of Commissioners.
- H. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims, and related

investigation, claim administration and defense expenses.

2.11.4 Additional Coverage for Specific Procurement Projects:

**Professional Liability:** Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants.

<u>Minimum Limits:</u>	\$1 million per claim/occurrence.
<u>Coverage Requirement:</u>	If “claims-made,” retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if “tail” coverage has been purchased and the duration of the coverage.

**2.12 Indemnification.** The CONSULTANT agrees to protect, defend, indemnify, and hold harmless Chatham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONSULTANT or its subconsultants. The CONSULTANT's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONSULTANT further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Chatham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONSULTANT or his subcontractors or anyone directly or indirectly employed by any of them.

The CONSULTANT's obligation to indemnify Chatham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONSULTANT.

- 2.13 Compliance with Specification - Terms and Conditions:** The Request for Proposals, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposers Offer, Addendum, and/or any other pertinent documents form a part of the Offeror's proposal and by reference are made a part hereof.
- 2.14 Signed Response Considered An Offer:** The signed Response shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, Purchasing Agent or his designee. In case of a default on the part of the Proponent after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.
- 2.15 Notice to Proceed:** The successful proposer shall not commence work under this Request for Proposal until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.16 Payment to Contractors:** Instructions for invoicing the County for service delivered to the County are specified in the contract document.
- A. Questions regarding payment may be directed to the Finance Department at (912) 652-7905 or the County's Project Manager as specified in the contract documents.
  - B. Contractors will be paid the agreed upon compensation upon satisfactory progress or completion of the work as more fully described in the contract document.
  - C. Upon completion of the work, the Contractor will provide the County or contractor with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
  - D. Chatham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.



## REQUEST FOR PROPOSALS

### GENERAL CONDITIONS SECTION III

**DESCRIPTION AND OBJECTIVES:** Chatham County is requesting qualification proposals from qualified firms to perform *Architectural and Engineering Design Services for the New Early Child Learning Centers* located in at 901 East Perry Lane, Savannah, GA 31401, in the Hitch Village community. The County presents this “Request for Proposals” to describe its needs and those criteria which will be used to determine selection of services.

3.1 **METHODOLOGY.** The procurement described herein is being conducted as a Request for Qualifications through professional services selection, a method of selecting professional services as provided in The Chatham County Purchasing Ordinance and Procedures Manual. This will be a three-step selection process, a summary of which follows:

**STEP 1/ ACCEPTANCE AND EVALUATION OF PROPOSALS:** All technical requirements, unless otherwise specified, must be met by the proponent. The goal of Step 1 will be to accept, evaluate and score qualification proposals that meet technical requirements and develop a “short list” (finalists) usually of no more than three firms that represent the best of all proposals.

–In the interest of a fair, objective and competitive process, Chatham County intends to accept all qualified proposals and give them complete and impartial consideration.

–Any proposal which does not meet all technical requirements may be disqualified as being non-responsive.

– Proposals which are deemed to be incomplete as to substance and content may be returned without consideration. Proponents whose proposals are not accepted will be promptly notified that they are not being further considered and why.

–Recommending proponents that best qualify for the short list will be done through a committee evaluation process based on established technical criteria as described herein. Final decision on the staff’s recommendation is made by the Board of Commissioners.

Do **not** submit a Fee Proposal.

**STEP 2/INTERVIEWS:** The evaluation committee **may** interview each finalist firm. If

interviews are conducted, they will be scored. It will be at the discretion of the evaluation committee on the number of firms that will be interviewed . **NOTE: Do not submit a fee proposal.**

**STEP 3/NEGOTIATION OF FEE/SCHEDULE:** The highest rated firm will be notified and brought in to negotiate fee and schedule with the County. Prior to negotiation, the highest ranked firm will be presented, with any updates to, a “Scope of Work” to base its fee upon. If a negotiated fee cannot be reached with the highest ranked firm, the County will then enter negotiations with the 2<sup>nd</sup> ranked firm.

**3.2 PRE-PROPOSAL CONFERENCE.** A Pre-Proposal conference will be held at **10:00 A.M. on APRIL 26, 2022,** to discuss the specifications and resolve any questions and/or misunderstanding that may arise. Firms attending remotely are asked to mute phones when not speaking, in consideration of others. **You are encouraged to attend.**

**3.3 PROPOSAL DEADLINE.** The response to this ‘Request for Proposal’ must be received by the Purchasing Division no later than **5:00 P.M., MAY 17, 2022.** Any qualification proposal received after the time stipulated will be rejected and returned unopened to the proponent.

For good and sufficient reason, up to 24 hours before the advertised deadline, the County may extend the response schedule. Should such action occur, all proponents who attended the pre-qualification conference will receive an addendum setting forth the new date and time. This will be provided initially by oral message or fax and followed by written verification.

It is emphasized that late proposals will be rejected. Hence, all firms are warned that if they find they cannot meet the established due date that it is incumbent upon them to justify and submit a request for slippage of due date **at least 24 hours prior to due date for proposals.**

**3.4 WITHDRAWAL OF PROPOSAL.** Any proposal submitted before the deadline may be withdrawn by written request received by the County before the time fixed for receipt of qualification proposals. Withdrawal of any proposal will not prejudice the right of a proponent to submit a new or amended proposal as long as Chatham County receives it by the deadline as provided herein.

**3.5 CONFIDENTIALITY OF DOCUMENTS.** Upon receipt of a proposal by the County, the proposal shall become the property of the County without compensation to the proponent, for disposition or usage by the County at its discretion (except for as provided by Georgia law for proprietary information). The details of the qualification proposal documents will remain confidential until final award or rejection of proposals and/or

protected under the restraints of law.

- 3.6 FORMAT OF RESPONSES.** To be considered, proponents must submit a complete response to the request for proposals. The format for responses is presented in Section 2. All responses must be presented in this format, which will not be negotiable.

**The response to the RFP must be submitted in 1 original and 4 copies to:**  
**Also furnish one electronic version of your RFP on thumb drive or CD**

Mr. Robert Marshall  
Senior Procurement Specialist  
1117 Eisenhower Drive, Suite C  
Savannah, Georgia 31406  
(912) 790-1622  
Fax (912) 790-1627  
email: [rmarshall@chathamcounty.org](mailto:rmarshall@chathamcounty.org)

**All questions relating to the proposal prior to and after the Pre-Proposal Conference shall be directed to Mr. Marshall either by e-mail or fax. Deadline for questions will be one week prior to proposal due date.**

- 3.7 REJECTING QUALIFICATION PROPOSALS.** The County reserves the right to reject any or all proposals and will not be bound to accept any proposal should Chatham County consider that the proposal would be contrary to the best interest of Chatham County or this project.
- 3.8 COSTS TO PREPARE RESPONSES.** The County assumes no responsibility nor obligation to the respondents and will make no payment for any costs associated with the preparation or submission of the proposal.
- 3.9 EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the CONTRACTOR agrees as follows:

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, physical handicap, or marital status.



## SECTION IV

### SPECIAL CONDITIONS

- 4.1** Factors such as proponent's relevant experience, reputation, past performance on similar projects, excellence of the team and project manager to be assigned to the project, technical competence, ability to meet program goals, completion within a reasonable time will be considered in the shortlist and contract award recommendations made to the Board for their decision. Commitment in the level of involvement of MBE firms, consultants and employees will also be considered in evaluating proposals.

Firms will be evaluated initially on the basis of the written qualification proposals. Thus, the proposal must be complete, concise and clear as to the capability and intent of the respondent. Further evaluation may include an oral presentation which will be scheduled after receipt of the written qualification proposal.

As such, to maintain competitiveness and to ease evaluation, responses to the RFP must be responsive to the following and presented in this format and order:

- Introduction/cover letter
- Experience in Similar Projects
- Qualifications/Key Personnel
- Project Understanding/Methodology
- Local & M/WBE Participation
- References

### **FORMAT ORDER AND GRADING CRITERIA OF RESPONSES TO THE RFP**

NOTE: All qualification proposals will be presented on 8 1/2" by 11" paper, either bound or in a notebook with a maximum of 25 pages, including all items listed above. The information will be tabbed according to each requested section.

**I. INTRODUCTION/COVER LETTER:** You should provide no more than a 2 page letter of introduction. The letter should highlight or summarize whatever information you deem appropriate as a cover letter, as a minimum, this section should include the name, address, telephone number and FAX number of one contact to whom any correspondence should be directed.

**II. EXPERIENCE (30 points)**

1. List of similar projects performed in the last five years with a brief narrative of each project, client, services provided by consultant, value of services, current status on date of completion, project management, client's project manager and phone number. Include a

statement as to why it is considered a similar project.

2. Basis of Evaluation;
  - a. Relationship of Experience to this project as it relates to size, quality and relevance.
  - b. Experience following State regulations and requirements.
  - c. Information should be complete.
  - d. Information should be in a clear and concise manner.

### **III. QUALIFICATIONS (30 points)**

1. List of key personnel including project manager along with resumes. Identify person who on a day-by-day basis will be responsible for the work. Identify the key personnel necessary for implementing the project. Describe how key personnel will be involved in project. Describe availability of project manager and key personnel for this project.
2. Basis of Evaluation
  - a. Quality and relevant experience to project and the County goals.
  - b. Does description include all categories and how personnel function within categories?
  - c. Are all potential categories included?

### **IV. PROJECT UNDERSTANDING (25 points)**

1. List key elements of project and how each will be addressed. Show project schedule and personnel needed to implement each phase.
2. Basis of Evaluation
  - a. Is the project discussion and schedule reasonable?
  - b. Are personnel listed adequate to implement the schedule?
  - c. Discuss method and timing of implementing project.

**V. MBE/WBE/LOCAL PARTICIPATION (15 points)** The Chatham County Board of Commissioners has adopted a goal of **30% Local M/WBE participation** for all SPLOST projects. Proponents and Consultants are required to meet this goal or provide documentation of their Good Faith Efforts to utilize Local M/WBE sub consultants. Proponents will be awarded up to 15 points out of 100 based on a strong representation of Local M/WBE participation throughout its team composition. In addition, points will be awarded to firms who have demonstrated a commitment to employment of minorities or women, especially at the professional level. ( **See Attachment I for Good Faith Effort Guidelines**)

All questions regarding Local M/WBE participation, please contact Connell C. Heyward, Chatham County Minority and Women Business Coordinator, at (912) 652-7828 phone, or (912) 652-7951 fax. Email: [cheyward@chathamcounty.org](mailto:cheyward@chathamcounty.org)

VI. **REFERENCES** References (at least three), including contact, relationship, address and phone number. Note: Chatham County reserves the right to contact any known former clients about your performance.

4.2 **EVALUATION CRITERIA (STEP 1).** Based on requirements in Section V, responses will be evaluated by an evaluation committee. While each proponent's proposal will be rated on its merits, the following will be regarded as assumptions applicable to each:

--Responses will follow the format and instructions within each section or subsection (proponents should consider Section V as an outline or checklist).

--Responses should be complete.

--Responses should be presented in a clear and concise fashion.

Difficulty in reading any proponent's proposal because of confusing information, errors or missing information considered as key to a fair evaluation can result in its consideration as not responsive. PLEASE REMEMBER: EVALUATION OF THE QUALIFICATION PROPOSALS WILL DETERMINE WHICH FIRMS ARE SELECTED FOR THE SHORTLIST!

4.3 **EVALUATION CRITERIA (STEP 2).** Based on an evaluation of proposals under Step 1, those proponents that make the "short list" (finalists) may be interviewed. If interviews are conducted, they will be scored using the same process as the proposals. (25 points possible)

4.4 **DISCRETION.** The County shall have sole discretion in evaluating both the responses and qualifications of the respondents. **Please note that the evaluation committee will recommend the firm with the highest score after all steps are complete, but it is the Board of Commissioners which, after consideration of staff's recommendations, makes the final contract award decision.**

4.5 **ASSIGNMENT.** The contractor shall not assign or transfer any interest in the contract without the prior written consent of the County.

4.6 **CONTRACT.** The successful respondent will be expected to execute a contract within

30 days of notice of award.

**4.7 PERFORMANCE AND APPROVAL OF SUB-CONSULTANTS.** The proponent will perform the project as an independent contractor and not as an agent or employee of the County. Joint ventures and sub-consultant arrangements are not prohibited; however, the proponent shall secure written permission from the County before subconsulting any part of the project. Such permission should be obtained during the proposal evaluation stage.

**4.8 CHANGES.** In the event a contract is awarded, the County may, at any time during the contract period, make changes within the general scope of the contract and its technical provisions. Any changes in the project team, including consultants, will require prior approval of the County. At the least, replacements must be equal in experience and preserve commitment to local or MBE participants. If any such change causes any increase or decrease in the proponent's cost of performing any part of the contract, whether changed or not changed by any such notice, an equitable adjustment shall be made in the contract price, or in the time of performance, or in both, and a written memorandum of such adjustment shall be made. Any claim by the proponent for an equitable adjustment shall be supported by detailed cost and pricing data, which the County shall have the right to verify by audit of the proponent's records or, at the County's election, by other appropriate means. Any claim by the proponent for an equitable adjustment shall be made in writing and prior to proceeding with the additional services or capital investments. The County may accept and act upon claims made later if, in the County's sole discretion, circumstances justify so doing. Nothing in this clause shall excuse the proponent from proceeding with performance of this contract in accordance with its original terms and conditions and any approved changes.

**4.9 TERMINATION OF CONTRACT.** The County shall have the right to terminate any contract to be made hereunder for its convenience by giving the proponent written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The proponent shall be paid for services rendered and not in question or dispute through the effective date of such termination. Further, provided a contract is awarded, if a proponent shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the proponent at issue, terminate the agreement with said proponent for such default. If this agreement is so terminated, the proponent shall be paid only for work satisfactorily completed.

**4.10 ADEQUACY AND ACCURACY.** The professional and technical adequacy and accuracy of designs, drawings, specifications, documents and other work products furnished under contract, will be conducted in a manner of the profession. Where Chatham County must have work done by change order or addition resulting from an error or omission by the Engineer/Architect, the Engineer/Architect shall provide, at no

cost to the County, all professional services attributable to the change order. This is in addition to the County's right to recover from the Engineer/Architect damages for the Engineer's/Architect's errors and omissions.

## **Scope of Service**

### **Architectural & Engineering Design Services for the New Early Child Learning Center**

Chatham County is seeking a proposal for the design of the new Early Child Learning Center (ECLC) facility to be located at 901 East Perry Lane, Savannah, GA 31401, in the Hitch Village community. The project site is owned by the Housing Authority of Savannah (HAS). Chatham County and HAS have executed a long-term ground lease agreement outlining use of the property and ensuring alignment with U.S. Housing Urban Development (HUD) guidelines. The project is funded by Chatham County and the City of Savannah SPLOST VII funds. The end user is East Savannah United. Management of entire project from design through construction to closeout will be by Chatham County, Department of Engineering. The site approximately 8.7 acres is bound by Wheaton Street on the south, East Perry Lane on the north, existing development on the west, and a City of Savannah right of way on the east. The site will house an Early Child Learning Center, Library, outdoor playgrounds (3) for the ECLC, shared parking, future 2-story building (YMCA/Outdoor Airnasium/Goodwill Education Center), future recreation fields (2), and storm water detention. The scope of this project will be limited to the ECLC (Early Child Learning Center), the Hitch Village Library, its dedicated parking, storm water detention and shared site infrastructure only.

1. Design of the PROJECT:

A. The CONSULTANT shall develop a Master Plan to include the following:

- i. 2-Story building (approximately 42,500 square feet)
  1. YMCA facility (approximately 20,000 square feet)
  2. Outdoor Airnasium (approximately 2,500 square feet)
  3. Goodwill Educational Center (approximately 20,000 square feet)
- ii. Early Child Learning Center (approximately 20,300 square feet)
- iii. Outdoor playgrounds (3 – one for each age group)
- iv. Parking (for complete development)
- v. Recreation fields/multi use courts (2)
- vi. Library (approximately 2,000 square feet)
  1. Connected to the Early Child Learning Center facility

vii. Storm water requirements and all site infrastructure for the entire development

viii. Storm water pond/ floodplain mitigation area

B. All Architectural, Mechanical, Electrical, Plumbing, Fire Protection, Structural, Commercial Kitchen, Security, and Communications/IT, Landscaping

C. All Site and Civil design / improvements and modifications for the ECLC including but not limited to

- i. Relocation of utilities on property as required
- ii. Required surface parking

- iii. Protection of City street trees
  - D. Exclusions
    - i. Design of the YMCA/Outdoor Airnasium/Goodwill Education Center
    - ii. Design of recreation fields/multiuse courts (2)
    - iii. Design of parking for YMCA/Outdoor Airnasium/Goodwill Education Center
    - iv. Design of storm water detention for YMCA/Outdoor Airnasium/Goodwill Education Center
- 2. The CONSULTANT shall provide the following services for the PROJECT:
  - A. Architectural Design including
    - i. Review and update of the Program of Spaces after receiving end user input
    - ii. Planning and design of interior and exterior spaces
    - iii. Furniture Fixture and Equipment – location of furniture to be indicated on plans, location to be coordinated with other disciplines, complete specifications for competitive non-proprietary procurement.
    - iv. Life safety and ADA accessibility
  - B. Mechanical / HVAC design
  - C. Electrical design
  - D. Plumbing design
  - E. Fire Protection/Fire Safety design
  - F. Structural design
  - G. Security design
  - H. Telecommunication design
  - I. Commercial Kitchen
  - J. Civil design – including, but not limited to:
    - i. Site design – Paving, Grading, Drainage, Water and Sewer
    - ii. 3-Phase Erosion Control
    - iii. Site Lighting
    - iv. Topographical Survey
    - v. Parking – taking into account future YMCA/Goodwill traffic and parking
  - K. Geotechnical Services
  - L. Cost Estimating
  - M. Signage
  - N. Landscape design
  - O. Architectural & Engineering specifications to be written as non-proprietary such that each specified product shall have a basis of design manufacturer and at least 2 other manufacturer's listed.
  - P. Alternates
    - i. Identify Alternates during the design process to help keep the project within the Construction Award Budget. Design all identified Alternates approved by the County
  - Q. Wetland Delineation

- R. Environmental Site Assessment
  - S. Diligent QA/QC efforts to minimize AE related Construction Change Orders
  - T. Construction Administration
3. The CONSULTANT shall coordinate with the COUNTY Project Manager, end users, County's third party consultants, and other COUNTY entities as required.
  4. The CONSULTANT shall provide a Project Schedule to include each of the following phases:
    - A. Schematic Design (SD)
    - B. Design Development (DD)
    - C. Construction Documents (CD)
    - D. Permits
    - E. Bid / Award (B/A)
    - F. Construction Administration (CA)
    - G. Closeout
    - H. One Year Post Construction
  5. The CONSULTANT shall design to a Construction Award Budget of **\$6.9M**
  6. The CONSULTANT shall employ the services of a Cost Estimator to provide detailed Construction Cost Estimates at milestone phases of design. Cost estimates shall be provided with the SD, DD and CD submittal packages. Should the Cost Estimate at any stage exceed the Construction Award Budget, The CONSULTANT shall aggressively Value Engineer the project / pursue cost savings options, provide recommendations to the COUNTY and incorporate into the design the VE/savings options approved by the COUNTY. Entire PROJECT scope shall be designed. In case of estimated budget overrun, certain portions of the original PROJECT scope shall be bid as Add Alternates (while meeting Georgia State licensing requirements). The CONSULTANT shall design and package the Construction Documents to include several Add Alternates to allow for flexibility in Bid.
  7. The CONSULTANT shall coordinate with all Authority(s) having Jurisdiction, Utility Companies and impacted entities as necessary.
  8. The CONSULTANT shall design the PROJECT to meet
    - A. All applicable and current building codes
    - B. Design guidelines of the State of Georgia and Georgia Department of Early Care and Learning
    - C. Licensing requirements of Georgia Department of Early Care and Learning (link located below) but not limited to
      - i. <https://www.decal.ga.gov/documents/attachments/ApplicationLicensingPacketCCLC.pdf>
      - ii. <https://www.decal.ga.gov/documents/attachments/Pre-LicensureChecklist.pdf>
      - iii. <http://www.decal.ga.gov/documents/attachments/SuccessfulApplication.pdf>
    - D. Program of Spaces (approximate) for the ECLC



9. The CONSULTANT shall design to account for constructability/phasing/sequencing of the project with future components of the Master Plan.
10. The CONSULTANT shall design the PROJECT to meet a Category 3 hurricane
11. The CONSULTANT shall design and commission the PROJECT to achieve basic LEED certification.
12. Architectural Documents shall be prepared, signed and sealed by an Architect licensed in the state of Georgia. Engineering documents shall be prepared, signed and sealed by a Professional Engineer(s) licensed in the state of Georgia. Design changes to architectural and engineering contract documents shall be prepared, signed and sealed by the appropriate A/E licensed in the state of Georgia.
13. The CONSULTANT shall provide complete Construction Contract Documents including Plans, Specifications and a Bid Schedule. Construction Contract Documents shall be in compliance with generally accepted architectural and engineering practices and all applicable current regulations and codes. The PROJECT shall be bid as single construction package.
14. The PROJECT delivery will be Design-Bid-Build. The construction award shall be a Single Prime contract.
15. The CONSULTANT shall coordinate design and obtain all necessary permits from the Authority(s) having Jurisdiction including, but not limited to:
  - A. Chatham County Building Safety & Regulatory Services (Building Permits)
  - B. City of Savannah (Site Permit)
  - C. Georgia Department of Early Care and Learning
  - D. Metropolitan Planning Commission, Building Architecture Review Board/Historic Review
  - E. Georgia Department of Public Health
  - F. Georgia Department of Natural Resources, Environmental Protection Division
  - G. State Fire Marshall
  - H. Utility Companies
  - I. Variances if any
  - J. Encroachment permits
  - K. U.S. Green Building CouncilAll permit and review fees shall be paid by the COUNTY. All permits shall be in place prior to bid.
16. The CONSULTANT shall be involved in the Construction Bid and Award, including addressing questions from bidders, development and issuance of responses and addenda, evaluation of bids and recommendation of construction award.
17. The CONSULTANT shall provide the COUNTY
  - A. Rendering at the SD and DD phase in digital format
  - B. Architectural rendering of the final proposed design both in digital format and a 24" x 36" presentation format.

18. The CONSULTANT shall file the National Pollutant Discharge Elimination System (NPDES) Notice of Intent, monitor NTUs at outfall, perform monthly inspections, report to the State as required by the permit and file the Notice of Termination.
19. The CONSULTANT shall provide Construction Administration Services throughout the duration of the project. This includes, but is not limited to:
  - A. Attending Preconstruction Meetings and bi-weekly Construction Progress Meetings
  - B. Review and approval of Submittals (initial review and two re-submittals)
  - C. Responding to RFI's
  - D. Review and approval of Contractor Change Orders
  - E. Review and approval of Contractor Pay Applications
  - F. Perform necessary observations – at least bi-weekly, at all critical stages of construction and as needed
  - G. Review and approval of Test Reports
  - H. Generate and issue Punch lists
  - I. Inspect for and issue Certification of Substantial Completion
  - J. Inspect for Final Completion
  - K. Project Close-out including, but not limited to:
    - i. Review and approval of Contractor O&M Manuals
    - ii. Review and approval of As-Built Drawings – to the COUNTY and the City of Savannah, in accordance with requirements of the respective agencies
    - iii. Survey and installation of a benchmark (provided by the COUNTY)
    - iv. Survey and provide an Elevation Certificate (if required)
20. The CONSULTANT shall perform all necessary and required Special Inspections and Testing as required by the applicable Building Code Section 17.
21. The CONSULTANT's services shall be performed at a Fixed Fee, which shall include all reimbursable (travel, printing etc.)
  - A. Hard copy prints (half size) to be provided at SD, DD, CD, and Bid phases and the For Construction Set
22. The CONSULTANT Fee Payment Schedule shall be as follows:
 

A. Schematic Design (SD).....	17%
B. Design Development (DD).....	21%
C. Construction Documents (CD).....	30%
D. Bid / Award (B/A).....	4%
E. Construction Administration (CA).....	26%
F. Post Construction.....	2%
23. The CONSULTANT shall provide the COUNTY the plans and specifications related to the project including the digital files (ACAD, BIM/Revit) at no additional cost. The COUNTY shall have the right to use all architectural plans and specifications including the digital files pertaining to this project. The COUNTY shall have the rights to use plans and designs for this project. The COUNTY shall have the right to provide copies of plans and specs including the digital files to all contractors and sub-contractors employed for this project. The COUNTY agrees it will not use the plans and drawings for a separate project.

24. The CONSULTANT shall provide to the COUNTY's Purchasing Department and keep current all required documentation.
25. Attachments
  - A. Site Plan
  - B. Program of Spaces (approximate)

# Early Child Learning Center

## Program of Spaces (Approximate)

Total # of Student	144	
Space	Total Square Feet	Notes
<i>Vistor Reception</i>	200	
<i>Receptionist</i>	200	
<i>Center Supervisor</i>	150	
<i>Center Asst. Supervisor</i>	100	
<i>Family Services Offices 1</i>	100	ratio of 1 per 40 families
<i>Family Services Offices 2</i>	100	ratio of 1 per 40 families
<i>Planning/Workroom</i>	150	
<i>Storage</i>	150	
<i>Breakroom</i>	200	
<i>Staff Restroom 1</i>	70	
<i>Staff Restroom 2</i>	70	
<i>Clinic</i>	250	
<i>Custodial</i>	40	
<i>Data Server</i>	40	
<i>Mechanical Closet</i>	150	
<b>Infant/Toddler Classrooms</b>		
<i>Classrooms 1</i>	1000	Infant room (6 weeks - 18) / (8 Kids)
<i>Classrooms 2</i>	1000	Infant room (6 weeks - 18) / (8 Kids)
<i>Classrooms 3</i>	1000	Toddler room (18 months - 3 years) / (8 Kids)
<i>Classrooms 4</i>	1000	Toddler room (18 months - 3 years) / (8 Kids)
<i>Classrooms 5</i>	1000	Transition room / (16 Kids)
<i>Restroom</i>	200	
<i>Restroom</i>	200	
<i>Storage 1</i>	200	
<i>Storage 2</i>	200	
<b>Pre-School Classrooms</b>		
<i>Classroom 1</i>	800	16 Kids
<i>Classroom 2</i>	800	16 Kids
<i>Classroom 3</i>	800	16 Kids
<i>Classroom 4</i>	800	16 Kids
<i>Classroom 5</i>	800	16 Kids
<i>Classroom 6</i>	800	16 Kids
<i>Restroom</i>	30	
<i>Restroom</i>	30	
<i>Storage 1</i>	30	
<i>Storage 2</i>	30	
<b>Common Area</b>		
<i>Multipurpose Room</i>	800	
<i>ECE Kitchen w/closet</i>	300	Separate storage is needed
<i>Walk-in Freezer</i>	150	
<i>Pantry w/closet</i>	150	Separate storage is needed
<i>Custodial</i>	50	
<i>Electrial</i>	150	
<i>Mechanical</i>	100	
<i>Additional Storage</i>	150	Could be external

Space	Total Square Feet	Notes
<b>Other Building</b>		
<i>Library</i>	2000	
<b>Net Subtotal</b>	16540	
<b>Circulation @ 30%</b>	4962	
<b>Gross SF</b>	<b>21502</b>	
<b>Outdoor Playground</b>		
<i>Playground 1</i>	1200	75 SF/ student (16 total students)
<i>Playground 2</i>	2400	75 SF/ student (32 total students)
<i>Playground 3</i>	7200	75 SF/ student (96 total students)





**SAVANNAH HOUSING AUTHORITY  
ROBERT M. HITCH VILLAGE**

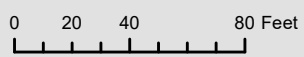
**8.7 Ac.**

**LOT B2-1  
PIN: 20014 04007**

**PROPOSED PERRY LANE**

**40' CITY OF SAVANNAH R/W**

**WHEATON STREET**



**EARLY CHILD LEARNING CENTER  
DEPARTMENT OF ENGINEERING  
MAP DATE 3/22/2022**

**LEGEND  
PARCEL**





**ATTACHMENT A**

**DRUG - FREE WORKPLACE CERTIFICATION**

THE UNDERSIGNED CERTIFIES THAT THE PROVISIONS OF CODE SECTIONS 50-24-1 THROUGH 50-24-6 OF THE OFFICIAL CODE TO GEORGIA ANNOTATED, RELATED TO THE **\*\*DRUG-FREE WORKPLACE\*\***, HAVE BEEN COMPLIED WITH IN FULL. THE UNDERSIGNED FURTHER CERTIFIES THAT:

1. A Drug-Free Workplace will be provided for the employees during the performance of the contract; and
2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:

\_\_\_\_\_ (CONTRACTOR)  
certifies to Chatham County that a Drug-Free Workplace will be provided for the employees during the performance of this contract known as **Architectural & Engineering Design Services for the New Early Child Learning Center** (PROJECT) pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NOTARY

\_\_\_\_\_  
DATE

**ATTACHMENT B**

**PROMISE OF NON-DISCRIMINATION STATEMENT**

Know All Men By These Presence, that I (We), \_\_\_\_\_  
Name  
\_\_\_\_\_  
Title \_\_\_\_\_ Name of Bidder \_\_\_\_\_

(herein after Company) in consideration of the privilege to bid/or propose on the following Chatham County project procurement **Architectural & Engineering Design Services for the New Early Child Learning Center** hereby consent, covenant and agree as follows:

- (1) No person shall be excluded from participation in, denied the benefit of or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the bid submitted to Chatham County or the performance of the contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities, and women;
- (3) In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;
- (4) That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Chatham County;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference in the contract which this Company may be awarded;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

\_\_\_\_\_  
Signature Date

B-1



**ATTACHMENT C**

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

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

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

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

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

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

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

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

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**ATTACHMENT D**

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

By executing this affidavit, the undersigned sub-consultant verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-consultant will continue to use the federal work authorization program throughout the contract period and the undersigned sub-consultant will contract for the physical performance of services in satisfaction of such contract only with sub-consultants who present an affidavit to the sub-consultants tractor 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-sub-consultant to the consultant within five business days of receipt. If the undersigned subcontractor receives notice that a sub-consultant has received an affidavit from any other contracted sub-sub-consultant, the undersigned sub-consultant must forward, within five business days of receipt, a copy of the notice to the consultant. Sub-consultant hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

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

\_\_\_\_\_  
Name of Sub-consultant

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

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

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

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

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

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

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

ATTACHMENT E

***Systematic Alien Verification for Entitlements (SAVE)  
Affidavit Verifying Status for Chatham County Benefit  
Application***

By executing this affidavit under oath, as an applicant for a Chatham County, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for a Chatham County contract for \_\_\_\_\_, [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1.) \_\_\_\_\_ I am a citizen of the United States.

**OR**

2.) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older.

**OR**

3.) \_\_\_\_\_ I am an otherwise qualified alien (8 § USC 1641) or non-immigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States.\*

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

Signature of Applicant:

Date

\_\_\_\_\_  
Printed Name:

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

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

Notary Public  
My Commission Expires:

**ATTACHMENT F**

**CHATHAM COUNTY, GEORGIA**

**BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

**The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency, State of Georgia, City of Savannah, Board of Education or local municipality. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.**

**Bidder must verify Sub-Tier Contractors and Suppliers are not debarred, suspended, ineligible, pending County litigation or pending actions from any of the above government entities.**

**Certification - the above information is true and complete to the best of my knowledge and belief.**

---

(Printed or typed Name of Signatory)

---

(Signature)

---

(Date)

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

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**END OF DOCUMENT Mod. CC P & C 6/2005**

**ATTACHMENT G**

**DISCLOSURE OF RESPONSIBILITY STATEMENT**

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

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2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.

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3. List any convictions or civil judgments under states or federal antitrust statutes.

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4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

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5. List any prior suspensions or debarments by any governmental agency.

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6. List any contracts not completed on time.

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7. List any penalties imposed for time delays and/or quality of materials and workmanship.

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8. List any documented violations of federal or any state labor laws, regulations, or standards, occupational safety and health rules.

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I, \_\_\_\_\_, as \_\_\_\_\_ Title & Authority  
Name of individual

of \_\_\_\_\_, declare under oath that  
Company Name \_\_\_\_\_

the above statements, including any supplemental responses attached hereto, are true.

\_\_\_\_\_  
Signature

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

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

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_ by \_\_\_\_\_ representing him/herself to be

\_\_\_\_\_ of the company named herein.

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_

Resident State: \_\_\_\_\_

**ATTACHMENT H  
AFFIDAVIT REGARDING LOBBYING**

Each Bidder/Proposer and all proposed team members and subcontractors must sign this affidavit and the Bidder /Proposer shall submit the affidavits with their proposal confirming that there has been no contact with public officials or management staff for the purpose of influencing award of the contract. Furthermore, each individual certifies that there will be no contact with any public official prior to contract award for the purpose of influencing contract award.

The undersigned further certifies that no team member or individual has been hired or placed on the team in order to influence award of the contract. All team members are performing a commercially useful function on the project.

Failure to provide signed affidavits from all team members with your response may be cause to consider your bid/proposal non-responsive.

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_

Notary Public  
My Commission Expires:  
\_\_\_\_\_

My Commission expires:  
\_\_\_\_\_

Resident State: \_\_\_\_\_

**ATTACHMENT I**  
**Guidance Concerning Good Faith Efforts for Chatham County**

I. When the County establishes a contract goal, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by M/WBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve an M/WBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient M/WBE participation, even if they were not fully successful.

II. In any situation in which the County requires a bidder to use the good faith efforts, it is up to the County to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain M/WBE participation sufficient to meet the M/WBE contract goal. Mere pro forma efforts are not good faith efforts to meet the M/WBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call, and meeting quantitative formulas is not required.

III. County officials may not require a bidder to meet a contract goal (i.e., obtain a specified amount of M/WBE participation) in order to be awarded a contract, when the bidder makes an adequate good faith effort showing. This rule specifically prohibits County officials from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which the County should consider as part of the bidder's good faith efforts to obtain M/WBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified M/WBEs who have the capability to perform the work of the contract. The bidder should solicit this interest within sufficient time to allow the M/WBEs to respond to the solicitation. The bidder must determine with certainty if the M/WBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by M/WBEs in order to increase the likelihood that the M/WBE goals will be achieved. This includes, where appropriate,



breaking out contract work items into economically feasible units to facilitate M/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested M/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested M/WBEs. It is the bidder's responsibility to make a portion of the work available to M/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available M/WBE subcontractors and suppliers, so as to facilitate M/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of M/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for M/WBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including M/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using M/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract M/WBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from M/WBEs if the price difference is excessive or unreasonable.

E. Not rejecting M/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested M/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested M/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of

M/WBEs.

V. In determining whether a bidder has made good faith efforts, County officials may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average M/WBE participation obtained by other bidders, County officials may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

I acknowledge receipt of the Good Faith Effort guidelines.

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NAME / TITLE

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SIGNATURE

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COMPANY

**LEGAL NOTICE**

**CC NO. 168631**

**REQUEST FOR PROPOSALS**

Sealed proposals will be received until **5:00 P.M. on MAY 17, 2022** in Chatham County Purchasing and Contracting Department, **1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GA.** for: **RFP 22-0042-4 ARCHITECTURAL & ENGINEERING DESIGN SERVICES FOR THE NEW EARLY CHILD LEARNING CENTER FACILITY**

**A PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be conducted at **10:00 A.M. APRIL 26, 2022,** at the Purchasing and Contracting Department, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, 31406, to discuss specifications and/or any misunderstandings that may arise. Representatives from Chatham County will be in attendance. You are encouraged to attend.

Invitation to Submit Proposal Packages are available at 1117 Eisenhower Drive, Suite C, Savannah, Georgia, and on the Chatham County Purchasing Web Site <http://purchasing.chathamcountyga.gov> or by calling Robert Marshall, Senior Procurement Specialist, at (912) 790-1622

CHATHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND OR ALL PROPOSALS AND TO WAIVE ALL FORMALITIES.

"CHATHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL PROPOSERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS"

  
MARGARET H. JOYNER, PURCHASING DIRECTOR

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SAVANNAH N/P INSERT: Apr.11, 2022

Please send affidavit to:  
Chatham County Purchasing and Contracting Department  
1117 Eisenhower Drive, Suite C  
Savannah, GA 31406  
912-790-1622