

Newton County Recreation Commission



REQUEST FOR PROPOSAL No. 01-001

Team Sports Game Officials

For

Department of Parks & Recreation

RFP DUE DATE AND TIME

Tuesday, April 30, 2019, @ 2:00 p.m.

RFP ISSUANCE DATE:

Monday, March 18, 2019 @ 5:00 P.M.

PRE-PROPOSAL CONFERENCE DATE AND LOCATION:

Monday, May 6, 2019 @ 11:00 a.m.

Turner Lake House

CONTACT

Assistant Director of Parks and Recreation

Dwayne Mask

E-MAIL: Dmask@co.newton.ga.us

LOCATION

Newton County Recreation Commission

Turner Lake Recreation Center

6185 Turner Lake Rd, SW

Covington, GA 30014-3059



Newton County Recreation Commission
Department of Parks and Recreation

REQUEST FOR PROPOSAL SPECIFICATIONS

RFP 01-001: Team Sports Game Officials

1. DESCRIPTION

Newton County Recreation Commission is soliciting Proposals from qualified bidders/vendors to assist to provide Team Sports Referee and Game Official services on behalf of the Department of Parks & Recreation.

2. CONTACT PERSON

Please contact Dwyane Mask, via our email at Dmask@co.newton.ga.us with any procedural or technical questions relating to this request for quote. All questions should be submitted in writing to Mr. Mask Assistant Director and submitted via email at Dmask@co.newton.ga.us. All inquiries must contain the request for Quick Quote number and title in the subject line of the email. No phone calls will be accepted. Any responses made by the Recreation Commission will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

3. TERM OF AGREEMENT

Contract is intended as a 1-Season with two (2) renewal options.

4. PRODUCT/SERVICE SPECIFICATIONS (SCOPE OF WORK)

PURPOSE

Newton County Recreation Commission is soliciting proposals from associations that are experienced in administering game official referee services for our Team Sports League (s) that consist of the following programs.

- 1) Youth Football
- 2) Youth Basketball
- 3) Youth Softball/Baseball

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NCRC Youth Basketball Logistics

This program averages 57 teams per season with eight divisions 4,5,6 coed, 8u boys, 10u boys, 12u boys and 14u boys. The department has an 8u, 10u, and 12u girls' program.

The number of game officials per game is predicated on the age group.

Number of game officials	Age Group
1	6u
2	8u-14u
3	Championship 12u-14u

The regular season consists eight to twelve games (six weeks) with the top 4 teams in each age group advancing to the playoffs. Single game elimination format in the playoffs. There are division playoffs and championship games for each division. The season runs from December 9, 2019 to January 15, 2020.

Games are played at three locations: Cousins Gymnasium and Turner Lake Recreation Center. Games are played Monday-Friday from 6:00pm-9:00pm and Saturday from 9:00am-5:00pm.

NCRC Youth Football Logistics

This program averages 14 teams per season with four divisions 6u, 8u, 10u, and 12u.

The number of game officials per game is predicated on the age group.

Number of game officials	Age Group
3	6u/8u
4	10u/12u
4	Championship Games

The regular season consists eight to ten games per season depending on number of teams. The season runs from September 7, 2019 to October 27, 2019.

Games are played at locations: Wolverine Stadium and Turner Lake Football Complex.

NCRC Youth Baseball/Softball Logistics

This program averages 83 teams per season with eleven divisions 4u co-ed, 6u, 8u, 10u, 12u and 14u. The department also has an 6u, 8u, 12u, 10u, and 14u girls' program.

The number of game officials per game is predicated on the age group.

Number of game officials	Age Group
TBD	4u-14u boys
TBD	6u-14u girls
TBD	Championship Games

The regular season consists twelve to fifteen games per season depending on number of teams. The season runs from late March 2020 to late May 2020.

Baseball/Softball Logistics (Continued)

Games are played at three locations: Turner Lake Complex, City Pond Baseball Complex and Stone Rd Softball Complex. Games are played Monday-Friday from 6:00pm-9:00pm and Saturday from 9:00am-5:00pm.

The contractor will also be used for additional tournaments/ league play as the department deems necessary.

Nothing herein will preclude Newton County Recreation Commission from changing the number of weeks, provided the Contractor is given at least fourteen (10) days' notice prior to the commencement of the applicable season.

Duties of the contractor will include recruiting, training, hiring, evaluating and terminating of game officials. The contractor will be expected to ensure that all games are officiated impartially and professionally.

PERFORMANCE REQUIREMENTS

A. Scope of Work

1. The Recreation Division Leader will monitor these services provided by the contractor. If the services are not deemed satisfactory, the Contractor will be given written notice and will be placed on probation and reviewed for a period of 30 days

2. Contractor shall attend any league organizational meeting as deemed necessary by the Recreation Division Leader.
3. The Contractor should have at least 5 years of experience providing game officials for municipal sport programs.

5. **PRICING SHEETS – Intentionally Left Blank**

6. **SPECIAL CONDITIONS/INSTRUCTIONS**

No Contact During Procurement Process

The evaluation and award process for Commission contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and Commission officials, elected officials and staff regarding pending awards of Commission contracts shall be prohibited.

1. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any Commission officer, elected official, employee, or designated Commission representative, between the date of the issuance of this solicitation and the date of the Parks and Recreation Directors recommendation to the Recreation Commission for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
2. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Recreation Commission.
3. Any violation of this prohibition of the initiation or continuation of verbal or written communications with Commission officers, elected officials, employees, or designated Commission representatives shall result in a written finding by the Recreation Commission that the submitted bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

TECHNICAL PROPOSAL PART 1- TELL US ABOUT YOUR COMPANY/FIRM

Cover Letter

The proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the vendor. The cover letter shall provide the name, address, telephone and facsimile numbers of the vendor along with the name, title, address, telephone and facsimile numbers of the executive that has the authority to contact with the Commission. The cover letter shall present the vendor's understanding of the project, a summary of the approach to be undertaken to perform the services, as well as a summary of the costs to provide the services.

Executive Summary

The vendor shall submit an executive summary, which outlines its proposal, including the proposed general management philosophy. The executive summary shall at a minimum, include an identification of the proposed project team, assign a contractor point of contact for the project, give the responsibilities of the project team, and a summary of the proposed services. This section should highlight aspects of the contractor's proposal which make it superior or unique in addressing the needs of the County.

Company History

The vendor will provide, in this section of the proposal, pertinent company historical information that will demonstrate its ability to successfully accomplish this project.

Primary Business

The vendor will provide, in this section of the proposal, its primary business interest and/or operations including organization and affiliations, including the magnitude of its operation as it relates to this project.

Experience

The vendor will provide, in this section of the proposal, a detailed description of similar services or contracts in which the vendor is presently involved or has completed during the past two (2) years. In particular, the vendor should reference company experience with public entities that provide billing of solid waste and recyclables collection and disposal services on a subscription basis.

Capabilities

The vendor will provide in this section of the proposal, a description of the firm's capabilities, any limitations relative to facilities, staff, ongoing projects or contracts shall be identified and explained. The vendor should be able to adequately showcase their ability to meet all of the standards outlined in this RFP.

Company Principles

Provide a biographic overview of the vendor's key principles.

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Provide a biographic overview of the vendor's key principles.

Staff

The vendor shall provide, in this section of the proposal, a description of key staff and personnel that will be assigned to effectively facilitate the requirements of this project. This description will include at a minimum, the number of permanent employees, part-time employees and an organizational chart reflecting local and corporate assignments and responsibilities. Specifically, the vendor must identify what priority will be placed on this project and how the firm intends to provide the initial management and staff.

Resumes

The vendor shall provide, in this section of the proposal, resumes of key personnel which will be assigned to this project, both local and corporate. Each resume shall include at a minimum:

- Position/title
- Tenure with the vendor
- Education
- Overall experience
- Other related information pertaining to the work to be performed

TECHNICAL PROPOSAL PART 1- TELL US HOW YOU PLAN TO DELIVER/PERFORM THE SCOPE OF WORK.

Project Plan

Please provide detailed plan of how your firm intends to deliver/perform the scope of work. Please provide full project plan along with tentative timeline. Please also list key personnel that will be performing essential tasks.

FEE PROPOSAL: Please provide as much Itemization as possible

Reasonableness

The Vendor's Fee Schedule, included in this solicitation, must be submit separately from Technical Proposal. The Fee Proposal shall remain sealed until the Technical Proposals have been opened and evaluated. The vendor whose technical score

ranks above the average mean will have their Fee Proposals unsealed and scored. The vendor whose technical score ranks below the average mean will NOT have their Fee Proposals unsealed and scored.

The formula used to evaluate price for residential services is as follows:

(Lowest price / price of proposal being evaluated) x points available for price = score. The Fee Proposals for all services will be evaluated for completeness and reasonableness.

Best Value

The fee proposal is important; however, it will not be the sole determining factor in the selection process. It is not the intent of the Commission to limit innovative solutions by dollar constraints, but rather to determine which proposal has the potential of providing the best value for the services required.

Proposal Evaluation Factors

It is the intent of the Commission to evaluate the proposals based on technical merit and price and to choose the vendors whose proposal best represents the best value to the County. The Commission reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the opinion of the Commission such rejection is in the best interests of the County.

Proposals will be graded based on the following form:

Evaluation Criteria	Weight	Assessment	Score
Company Background & Qualifications	24%		
Technical Proposal: Plan for execution of Scope of Work	30%		
Cost Proposal	30%		
Performance of Similar Projects	8%		
Local Business: Within Commission Limits	3%		

Locally Owned Business:	5%		
Owner(s) a Commission resident			

BASIS FOR EVALUATION OF PROPOSALS AND AWARD OF PROJECT

The Commission does not discriminate on the grounds of race, religion, color, age, sex, disability, sexual orientation or national origin in consideration of an award. Disadvantaged business enterprises are afforded a full opportunity to submit proposals. Proposals will be evaluated on the Consultant’s qualifications, experience, Project understanding and approach. Based on the preliminary review of the proposals, Consultants may then be interviewed prior to selection. The award will be made to the Consultant providing the best value for the County’s requirements. In making such determination, Commission shall consider but not be limited to the following factors:

1. The Consultant's skill, ability, and capture Commission to perform the services required;
2. The Consultant’s interest in the services which are the subject of this RFP, as well as their understanding of the scope of such services and the specific requirements of the County;
3. Whether the Consultant can perform the services within the time period specified, without delay or interference;
4. The Consultant's character, integrity, reputation, judgment, experience and efficiency;
5. The Consultant's previous and current compliance with statutes, ordinances and rules relating to the Project;
6. The sufficiency of the Consultant's financial resources necessary for the performance of the Project;
7. The number and nature of any conditions attached to the proposal;
8. The general organization of the proposal: Special consideration will be given to submittals which appropriately address the goals; and provide in a clear and concise format the requested information; and
9. The scope, responsiveness, efficiency and quality of the Consultant’s administrative services.

The Commission makes no commitments to any Consultant until such time as the Commission approves the negotiated contract. Upon recommendation of the Director and Commission may reject all proposals when it determines that such action is in the public’s best interest.

7. INSURANCE & RISK MANAGEMENT PROVISIONS

The contractor will maintain such insurance as will protect it from claims under workmen’s compensation acts and from any other claims for damages to property and personal injury, including death, which may arise from operations under this contract, whether such operations be by itself or by any sub-contractor or anyone directly or indirectly employed by either of them. Certificates of such insurance **MUST** be filed with the Commission.

Contractor Insurance Requirements:

Within 5 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the Commission Certificates of

Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the Commission covering. Newton County Recreation Commission must be listed as an additional insured. The following minimum requirement shall apply to said Certificate of Insurance:

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the County's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Professional (Errors and Omissions) Insurance- For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.
7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the County. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the Commission in writing. Failure of the Contractor to promptly notify the Commission on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the Commission. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the County.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the Commission and the County's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the Commission and the County's boards, officials, directors, officers, employees, representatives, agents, and volunteers. Additional Insureds under such policies.

A copy of these endorsements shall be provided to the County and Commission.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the Commission and is a pre-requisite to this contract. Failure to provide insurance within (10) days of award makes any contract award voidable by the County.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read:
Newton County Recreation Commission
6185 Turner Lake Rd, SW
Covington, Ga 30014-3059



**Newton County Recreation Commission
Department of Parks and Recreation**

**REQUEST FOR PROPOSALS
GENERAL TERMS AND CONDITIONS**

The following provisions are hereby made a part of this Request for Proposal (“RFP”). Any contract or purchase order awarded as the result of this request shall be governed by these General Terms and Conditions. By submission of your responses to this quick-quote, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions.

1. **GENERAL.** These provisions are standard for all Commission contracts. The Commission may delete or modify any of these standard provisions for a particular contract or purchase order by indicating a change in the special instructions or provisions. **Any vendor accepting a purchase order award as the result of this request agrees that the provisions included within this Request for Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **METHOD OF SOURCE SELECTION.** This procurement is being conducted in accordance with all applicable provisions of the Newton County Recreation Commission Code of Ordinances and the specific method of source selection for the services required in this solicitation is Competitive Sealed Bidding and Competitive Sealed Proposals.
3. **SUBMISSION OF RESPONSES.** Responses must be submitted by email to Dmask@co.newton.ga.us. Responses must be received no later than 2:00 p.m. on the date indicated.
4. **STATE OF GEORGIA IMMIGRATION REQUIREMENT.** Effective July 1, 2013, State law requires that all contracts for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) must comply with the Illegal Immigration Reform and Enforcement Act. The Commission cannot enter into a contract for the physical performance of services unless the contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify.

Before a bid/proposal for any such services is considered by the County, the bid/proposal shall include a signed, notarized affidavit from the contractor attesting the affiant has registered with, is authorized to use, and uses the federal work authorization program.

5. **AMENDMENTS TO THE REQUEST PROPOSAL.** Any amendment to pricing is valid only if in writing and issued by the County.
6. **ADDENDUM.** Revision to the Request for Proposal issued by the Commission prior to the receipt of bids.
7. **NON-COLLUSION.** Bidder certifies that this bid/proposal is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.
8. **CONFLICT OF INTEREST.** Vendor states that no Commission board member or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the Commission.
9. **BASIS OF AWARD.** The Commission shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for Proposal. The following criteria may be considered by the Commission in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The Commission reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.
10. **SAMPLES.** Samples of items when required, must be furnished free of expense to the Commission and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.
11. **NEW.** All items bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by the Commission in the written specifications.
12. **BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The Commission reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.
13. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages,

liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, of the performance, or nonperformance, of its obligations under this agreements.

14. **TAXES.** Newton County Recreation Commission is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
15. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
16. **RIGHTS AND REMEDIES OF COMMISSION FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, the Commission may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to the Commission and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, the Commission has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to the County. If the Vendor fails to make prompt delivery of any item, the Commission has the right to purchase such item in the open market and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the Commission identified above are in addition to any other rights and remedies provided by law or under the purchase order.
17. **INVOICES AND PAYMENT TERMS.** All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The Commission payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the Commission and the correct invoice is received in the office specified on the purchase order.
18. **INVOICES AND PAYMENT TERMS.** All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The Commission payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the Commission and the correct invoice is received by Accounts Payable.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Newton County Recreation Commission
6145 Turner Lake Rd, SW
Covington Ga. 30014
Attn: Greg Sullivan Finance Department – Accounts Payable

OR

Via Email:

Email: GSullivan@co.newton.ga.us

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address

- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units

- 3) Recreation Commission Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

19. **LEGAL REQUIREMENTS.** Federal, State, Commission and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of Proposal and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.
20. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
21. **REJECTION OF BID.** Bids/Proposals may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The Commission reserves the right to waive minor technicalities or irregularities of bid.
22. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the Commission may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the Commission reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.
23. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the Commission with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.

24. **RIGHT TO PROTEST.** Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable.

25. **BINDING AUTHORITY.** The individual submitting this Proposal must have binding authority to submit contracts on behalf of the responding company. By submitting a response, vendor agrees that their quote is an offer to sell. All bidders shall comply with all Recreation Commission purchasing laws, policies, and procedures, as well as relevant state and federal laws, including compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act.

REQUIRED FORMS AND DOCUMENTS

CONTRACTOR AFFIDAVIT AND AGREEMENT

(Failure to submit will render Proposal non-responsive you must use this form, you must be enrolled in this program, and you must include your user ID #)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with The Newton County Recreation Commission has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with O.C.G.A. § 13-10-91. Further, the undersigned contractor states affirmatively that the individual, firm, or corporation contracting with The Commission will continue to utilize and participate in the EEV federal work authorization program throughout the term of this contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with The Commission, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form provided by The Commission. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to The Commission at the time the

EEV Number

Authorized Officer or Agent (Contractor Name)

Date

subcontractor(s) is retained to perform such service.

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: _____

Note: As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security in conjunction with the Social Security Administration (SS)

REPRESENTATION AFFIDAVIT

(TO BE SUBMITTED)

This proposal is submitted to The Newton County Recreation Commission, (County) by the undersigned who is an authorized officer of the company and said company is licensed to do business in Georgia and The Commission. Further, the undersigned is authorized to make these representations and certifies these representations are valid. The Proposer recognizes that all representations herein are binding on the Company and failure to adhere to any of these commitments, at the County's option, may result in a revocation of the granted contract.

Consent is hereby given to the Commission to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the Proposer.

The Proposer understands that, at such time as the Commission decides to review this proposal, additional information may be requested. Failure to supply any requested for information within a reasonable time may result in the rejection of the Proposer's proposal with no re-submittal rights.

The successful Proposer understands that the County, after considering the legal, financial, technical, and character qualifications of the Proposer, as well as what in the County's judgment may best serve the public interest of its citizens and employees, may grant a contract.

The successful Proposer understands that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same, and is in all respects fair and without collusion or fraud. I understand that collusive action is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Company Name: _____

Authorized Person: _____ Signature _____

(Print/Type)

Title: _____ Date: _____

Address: _____

Telephone: _____ Fax: _____

Name and telephone number of persons to whom inquiries should be directed:

Name: _____

Address: _____

Title: _____ Telephone _____

Fax: _____ E-mail: _____

LEGAL AND CHARACTER QUALIFICATIONS

Convictions: Has the Proposer (including parent corporation, if applicable) or any principal ever been convicted in a criminal proceeding (felonies or misdemeanors) in which any of the following offenses were charged?

		Y	N
a	Fraud		
b	Embezzlement		
c	Tax Evasion		
d	Bribery		
e	Extortion		
f	Jury Tampering		
g	Anti-Trust Violations		
h	Obstruction of justice (or any other misconduct affecting public or judicial officers' performance of their official duties)		
i	False/misleading advertising		
j	Perjury		
k	Conspiracy to commit any of the foregoing offenses		

Civil Proceedings: Has the Proposer or any principal ever been a party, or is now a party, to civil proceeding in which it was held liable for any of the following?

		Y	N
a	Unfair/anti-competitive business practices		
b	Consumer fraud/misrepresentation		
c	Violations of securities laws (state and federal)		
d	False/misleading advertising		
e	Violation of local government ordinance		

License Revocation:

		Y	N
	Has the Proposer or any principal ever had a business license revoked, suspended, or the renewal thereof denied, or is a party to such a proceeding that may result in same?		

Responses: If "yes" is the response to any of the foregoing, provide Information such as date, court, sentence, fine, location, and all other specifics for each "yes" response.

Principals: The full names and addresses of persons or parties interested in the foregoing Proposal, as principals, are as follows:

NAME	ADDRESS

References: The Proposer lists below work he has done of similar nature as this solicitation, as references that will afford the Commission opportunity to judge as to experience, skill, business standing, and financial ability.

CONTACT	PHONE	
PERSON	TITLE	NUMBER/EMAIL

STATEMENT OF INSURANCE COVERAGE

This is to certify that

(Insurance Company)

of

(County/State)

(Insurance Co. Address)

has issued policies of insurance, as identified by a policy number to the insured name below, and that such policies are in full force and effect at this time. Furthermore, this is to certify that these policies meet the requirements described in the General Conditions of this project; and it is agreed that the insurer will endeavor, if allowed by the policy, to provide the Owner thirty (30) calendar days' notice of nonrenewal, cancellation, or termination of the coverage. Such notice shall be delivered to:

The Newton County Recreation Commission, Assistant Director of Parks and Recreation, 6185 Turner Lake Recreation Commission Covington Ga 30014.

It is further agreed that Newton County Recreation Commission shall be named as an additional insured on the Contractors' policy

1. Insured:

2. Project Name: _____

DATE:

(INSURANCE COMPANY)

ISSUED AT:

(AUTHORIZED REPRESENTATIVE)

ADDRESS:

CONTRACTOR INFORMATION FORM

(This form must be completed and returned with your response)

RFP Number:

Full Company Legal Name: _____

Street Address: _____

County, State, Zip Code: _____

Contact Name for Solicitation: _____ Title: _____

Telephone: () _____ Fax: () _____ E-mail: _____

Company Web Site: _____ State of Incorporation: _____

Taxpayer ID Number: _____ Duns #: _____

Check one of the following: Independently owned and operated: An Affiliate or Division of:

Company Name: _____

Address: _____

JOINT VENTURE AFFIDAVIT

(This form must be completed and returned with your response)

Primary Vendor Name: _____

If this will not be a joint venture, check this box:

State of: _____

Commission of: _____

We, the undersigned, being duly sworn according to law, upon our respective oaths depose and say that:

- 1. The following named contractors/companies have entered into a joint venture for the purpose of carrying out all the provisions of the Contract for the above-named solicitation:

Joint Venture Company "A"

Company Name _____ Federal ID No. _____

Address: _____

County: _____ State: _____ Zip: _____

Check all that apply:

- Sole Proprietorship
- Partnership
- Corporation
- N/A, other

Joint Venture Company "B"

Company Name _____ Federal ID No. _____

Address: _____

County: _____ State: _____ Zip: _____

Check all that apply:

- Sole Proprietorship
- Partnership
- Corporation
- N/A, other

- 2. The contractors/companies, under whose names we have affixed our respective signatures, have duly authorized and empowered us to execute this Joint Venture Statement in the name of and on behalf of such contractors for the purpose hereinbefore stated.

Under the provision of such Joint Venture, the assets of each of the contractors named in Paragraph 1 hereof, and in case any contractor so named above is in partnership, the assets of the individual members of such partnership, will be available for the performance of such Joint Venture and liable therefore and for all obligations incurred in connection therewith.

JOINT VENTURE AFFIDAVIT

(This form must be completed and returned with your response)

Primary Vendor Name: _____

If this will not be a joint venture, check this box:

RFP Name:

RFP Number:

State of: _____

Commission of: _____

We, the undersigned, being duly sworn according to law, upon our respective oaths depose and say that:

1. The following named contractors/companies have entered into a joint venture for the purpose of carrying out all the provisions of the Contract for the above named solicitation:

Joint Venture Company "A"

Company Name _____ Federal ID No. _____

Address: _____

County: _____ State: _____ Zip: _____

Check all that apply:

- Sole Proprietorship
- Partnership
- Corporation
- N/A, other

Joint Venture Company "B"

Company Name _____ Federal ID No. _____

Address: _____

County: _____ State: _____ Zip: _____

Check all that apply:

- Sole Proprietorship
- Partnership
- Corporation
- N/A, other

2. The contractors/companies, under whose names we have affixed our respective signatures, have duly authorized and empowered us to execute this Joint Venture Statement in the name of and on behalf of such contractors for the purpose hereinbefore stated.

Under the provision of such Joint Venture, the assets of each of the contractors named in Paragraph 1 hereof, and in case any contractor so named above is in partnership, the assets of the individual members of such partnership, will be available for the performance of such Joint Venture and liable therefore and for all obligations incurred in connection therewith.

JOINT VENTURE AFFIDAVIT

This Joint Venture Statement is executed so that the named contractors/companies, as one organization, may under such joint venture, bid upon said contract, and be awarded the contract if they should become the successful bidder therefore, any bid, bond and agreement relating to joint venture and each and every contractor name herein, severally and jointly. Simultaneous with the execution of the contract, the contractors entering into this joint venture shall designate and appoint a project manager to act as their true and lawful agent with full power and authority to do and perform any and all acts or things necessary to carry out the work set forth in said contract.

The Joint Venture shall be known as: _____

Principal Office Address: _____

County: _____ State: _____ Zip: _____

Telephone: (_____) _____ Fax: (_____) _____

3. On a separate sheet provide the following information and reference the section number:
 - A. Describe the capital contributions by each joint venture and accounting, therefore.
 - B. Describe the financial controls of the joint venture. Will a separate cost center be established? Which joint venture company will be responsible for keeping the books? How will the expenses be reimbursed? What is the authority of each joint venture company to commit or obligate the other?
 - C. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
 - D. Describe the estimated contract cash flow for each joint venture company.
 - E. How and by whom will the on-site work be supervised?
 - F. How and by whom will the administrative office be supervised?
 - G. Which joint venture company will be responsible for material purchases including the estimated cost thereof? How will the purchases be financed?
 - H. Which joint venture company will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
 - I. Describe the experience and business qualifications of each joint venture company.
 - J. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.

JOINT VENTURE AFFIDAVIT

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with the above captioned contract, we each do hereby authorize representatives of the APS, Department of Procurement Services, Office of Contract Administration, to examine, from time to time, the books, records and files to the extent that such relate to this APS solicitation.

We bind the contractors for whom we respectively execute this Joint Venture Statement in firm agreement with the APS, that each of the representations herein set forth is true.

Subscribed and sworn before me

this _____ day of _____ 20____.

(A) _____
Name of Contractor/Company A

My commission expires: _____ By: _____ (L.S.)

Notary Public _____
Print Name

Subscribed and sworn before me

this _____ day of _____ 20____.

(B) _____
Name of Contractor/Company B

My commission expires: _____ By: _____ (L.S.)

Notary Public _____
Print Name

PRIMARY CONTRACTOR / SUBCONTRACTOR UTILIZATION

(This form must be completed and returned with your response)

RFP Number: _____

Primary Vendor Name: _____

If subcontractors will not be used check this box:

List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Company Name: _____

Street Address: _____

County, State, Zip: _____

Telephone: (____) _____ Fax: (____) _____

Primary Contact: _____

E-mail Address: _____

Services to be provided: _____

Company Name: _____

Street Address: _____

County, State, Zip: _____

Telephone: (____) _____ Fax: (____) _____

Primary Contact: _____

E-mail Address: _____

Services to be provided: _____

Company Name: _____

Street Address: _____

County, State, Zip: _____

Telephone: (____) _____ Fax: (____) _____

Primary Contact: _____

E-mail Address: _____

Services to be provided: _____

PROMISE OF NON-DISCRIMINATION

(This form must be completed and returned with your response)

In consideration of, and as condition precedent, the right and privilege to bid on construction projects and other procurement contracts of the Recreation Commission, each potential vendor shall be required to submit to the Newton County Recreation Commission, a duly executed and attested Promise of Non-Discrimination, enforceable at law, which by agreement, affidavit or other written instrument acceptable to the General Counsel for Recreation Commission, shall contain promises, averments and/or affirmations voluntarily made by the bidder.

“Know All Men by These Presents, that I/We,

(_____)
Authorized Company Representative Name(s)

(_____)
Authorized Company Representative Title(s)

(_____)
Name of Company

(Hereinafter “Company”), in consideration of the privilege to bid on contracts funded in whole or in part by Newton County Recreation Commission, hereby consents, covenants and agrees 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, sex, religion, national origin, marital status, sexual orientation, age, or disability in connection with any bid submitted to Commission, or the performance of any contract resulting there from;
- (2) That it is and shall be the policy of Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities and females;
- (3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption for so long as any contract between Company and Commission remains in force and effect;
- (4) That the promises of non-discrimination as made and set forth herein shall and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which the Company may hereafter obtain with Commission; and
- (5) That the failure of this company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Newton County Recreation Commission to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

Solicitation Name

Solicitation Number

Authorized Company Representative Name
Signature

Authorized Company Representative

Date

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Entity

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

Executed on _____, 20____

in _____(County), _____(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: _____

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Entity

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

Executed on _____, 20____

in _____(County), _____(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: _____

NON-COLLUSION AFFIDAVIT

I, _____ certify that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)
(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

Certification

Local and Locally Owned businesses that wish to receive preferential consideration shall submit a copy of a valid Occupational Tax Registration Certificate(s) issued by NCRC to certify qualification for the preference as part of each proposal or response.

Procedures for local and locally owned preference

Request for Proposals (RFP) – If a local and locally owned business meets the quality standards established for the RFP process, the local business shall be awarded two (2) additional percentage points in the total evaluation; the locally owned business shall be awarded six (6) additional percentage points in the total evaluation. The evaluation and scoring of all proposals shall be conducted in accordance with departmental procedures issued by the Chief Financial Officer or his/her designee.

To qualify, you must submit with your proposal a copy of your Occupational Tax Registration Certificate.

Company Name: _____

Company Qualifies for Local Business Preference: Yes No

Company Qualifies for Locally Owned Business Preference: Yes No

Occupational Tax Registration Certificate issued by:

County: _____

Sample Service Agreement

Contractor upon award of agreement will be required to execute the attached agreement. If contractor has any exceptions to the Agreement, please state it in proposal under the heading of "Exception to Sample Professional Service Agreement" exceptions along with proposal will be considered in awarding the Contract.



SERVICE AGREEMENT

This Service Agreement (hereinafter “Agreement”) is made this _____ **day** of _____, **2018** by and between Contractor (hereinafter “Contractor”) located at **Contractor / Vendor Address** and the Newton County Recreation Commission (hereinafter “Commission”).

WITNESSETH:

WHEREAS, Contractor is engaged in the business of providing _____; and

WHEREAS, Commission has a need to acquire the services described in the Scope of Services attached hereto as Exhibit A (hereafter “Services”); and

WHEREAS, Contractor is willing and able to render the Services and wishes to perform the Services for Commission; and

WHEREAS, Commission wishes to acquire the Services from Contractor;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. Services.

Contractor hereby agrees to render the Services to Commission as set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference. Contractor agrees to perform the Services at the direction of the _____, *or designee*, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. Compensation.

a. Fee. As consideration for the Services, Commission shall pay to Contractor the fee described in Exhibit B attached hereto and incorporated herein by this reference.

b. Manner of Payment. Contractor shall, on a monthly basis, prepare and submit to the Newton County Recreation Commission Finance Department an invoice, indicating work performed and approved and additional equipment expenses incurred during the applicable time period, together with such supporting documentation as may be required by Commission. Each compliant invoice shall be paid within thirty (30) days after submission of an invoice.

3. Relationship of Parties.

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Commission and Contractor This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Commission and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Contractor shall not be eligible for any benefit available to employees of Commission including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Commission.

4. Term

This Agreement shall become effective as of the date of its execution, shall continue in effect until [REDACTED]. The term of the contract will be one (1) years with an option to renew for two (2) additional 1-year period contingent upon annual appropriations of funds by the Commission. The contract will terminate at the close of each calendar year.

5. Termination.

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

a. If Commission fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;

b. If Contractor fails to perform or observe any of its duties or obligations under the terms of this Agreement;

c. If Commission or Contractor shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by either party by giving written notice thirty (30) days prior to the effective date of termination.

If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice.

6. Termination of Services and Return of Property.

Upon the expiration or earlier termination of this Agreement, Contractor shall immediately terminate the Services hereunder and shall deliver promptly to Commission all property relating to the Services and any Work Product (as defined below), patents or copyrights covered by this Agreement. Work Product shall include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

7. Standard of Performance and Compliance with Applicable Laws.

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Services and the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Contractor - Georgia Security and Immigration Compliance Act attached hereto as Exhibit C, in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit D, and in the Affidavit Verifying Status for Commission Public Benefit Application attached hereto as Exhibit E, Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit F, and agrees to execute and provide such certifications to Commission, which are incorporated into and made a part of this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in EXHIBIT H, NOTICE TO CONTRACTORS - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, attached hereto and incorporated herein.

8. Conflicts of Interest.

Contractor warrants and represents that:

- a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement; and
- d. Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

9. Proprietary Information; Non-Solicitation.

Contractor acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Commission including, but not limited to, information concerning Commission, its operations, customers, citizens, business and financial condition, as well as information with respect to which Contractor has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Contractor agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Contractor under this section shall survive the termination of this Agreement.

10. Insurance and Indemnification

Contractor agrees to defend, indemnify and hold harmless the Commission, to the extent allowed by applicable law, from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by Contractor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit G and incorporated herein by this reference.

11. Assignment.

Contractor shall not assign this Agreement, or the rights and obligations created herein without the prior express written consent of Commission. Any attempted assignment by Contractor without the prior express written approval of Commission may, at Commission' sole option, result in the termination of this Agreement without any notice to Contractor of such termination.

12. Notices.

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to Recreation Commission:

Ternard L. Turner, Director
6185 Turner Lake Rd, SW
Covington, Georgia, 30014

With copies to:

Recreation Commission
Covington, Georgia 30014

If to Contractor:

With copies to:

_____ Contractor Contact, Title	_____ Name and Title
_____ Address	_____ Address
_____ County, State, Zip	_____ County, State, Zip

13. Governing Law and Consent to Jurisdiction.

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The Courts in Fulton County, Georgia shall have jurisdiction over any litigation arising out of this agreement.

14. Waiver of Breach.

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

15. Disputes

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar day's written notice to Commission of the claim and the intent to initiate a civil action.

16. Severability

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

17. Entire Agreement.

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

18. Heading

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

19. Interpretation of Exhibits and Exclusion of External References

The provisions of the main body of this Agreement shall govern the relationship between the Commission and the Contractor. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, including, but not limited to, those provided by Contractor, the provisions of the main body of this Contract Agreement shall control. Website links inserted by the Contractor into exhibits or attachments to this Agreement shall not govern, alter, control or otherwise affect the provisions of this Agreement and shall be of no force or effect in the construction or interpretation of this Agreement.

20. Copyright, Trademark and Patient Indemnification

Contractor warrants it has the rights to use and license all products, software and

services provided under this agreement. Contractor further agrees to defend and save harmless Recreation Commission against any claims brought by a third party including, without limitation, reasonable attorneys' fees and costs, arising out of or in connection with a claim that the Software, Products and Services used in the scope of this agreement violated a third party's trademark, copyright or patent. Copyright, Trademark and Patent Indemnification shall survive the termination, cancellation or expiration of this agreement.

21. Counterparts.

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

FOR CONSULTANT:

By (print name): _____

Signature: _____

Title: _____

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

Notary Public

My Commission Expires:

FOR COMMISSION:

EXHIBITS

EXHIBIT A Scope of Work & Contractor Proposal

EXHIBIT B Fee Schedule

EXHIBIT C Certification of Contractor - Georgia Security and Immigration Compliance Act

EXHIBIT D Certification of Sponsor Drug-Free Workplace

EXHIBIT E Affidavit Verifying Status for Commission Public Benefit

Application **EXHIBIT F** Contractor Affidavit under O.C.G.A. § 13-10-91(b)

(1) **EXHIBIT G** Insurance Requirements

EXHIBIT H Notice to Contractors Compliance with Title VI of The Civil Rights Act of 1964

EXHIBIT A: CONTRACTOR PROPOSAL

EXHIBIT B FEE SCHEDULE

(Contractor's Proposal to be inserted)

EXHIBIT C

**CERTIFICATION OF CONTRACTOR
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

I hereby certify that I am a principle and duly authorized representative of _____, (“Contractor”), whose address is _____, _____, _____.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the “Act”), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security’s *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2010, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor’s compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Agreement if the Contractor

has 500 or more employees.

Contractor has:

_____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];

_____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or

_____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2010].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Agreement an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date:

Signature: _____

Title:

EXHIBIT D

**CERTIFICATION OF SPONSOR DRUG-FREE
WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of _____, (“Contractor”), whose address is _____, _____, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor’s employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Signature
Name: _____
Title: _____

EXHIBIT E

**AFFIDAVIT VERIFYING STATUS
FOR COMMISSION PUBLIC BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a Commission, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a Commission license/permit and/or contract for _____ [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. _____ I am a United States citizen

OR

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

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

Signature of Applicant: _____

_____ Date:

Printed Name: _____

*Alien Registration number for non-citizens:

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the __ day of _____, 20 .

Notary Public: _____

My Commission Expires: _____

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

EXHIBIT F

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is

true and correct. Executed on _____ in

_____ (County), ____ (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 _____

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT G: INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Agreement is in force, Contractor shall obtain, maintain and furnish the Commission Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the Commission covering:

1. **Workers' Compensation & Employer's Liability Insurance.** Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. **Commercial General Liability Insurance**, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. **Automobile Liability Insurance** with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the County's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. **Umbrella Insurance** with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. **Professional (Errors and Omissions) Insurance** for Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that

liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000. All such insurance shall remain in effect until final payment is made and the Project is accepted by the County. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the Commission in writing. Failure of the Contractor to promptly notify the Commission on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the County. The insurance policies shall contain or be endorsed to contain, the following provisions:
 - (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the County.
 - (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the Commission and the County's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
 - (c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the Commission and the Commission board, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the County.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the County.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should
read:
The Commission
5440 Fulton Industrial Blvd
Atlanta, Georgia 30336

EXHIBIT H

NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).
3. **Solicitations for subcontracts, including procurements of materials and equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the Contractors under the Contract until the Contractor complies, and/or
 - (b) Cancellation, termination or suspension of the Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.