

DEKALB COUNTY

Board of Health

REQUEST FOR PROPOSAL

NO. 22-1781-RFP56

FOR

RENOVATION OF

TUCKER WIC CLINIC

OFFERED BY:

DEKALB COUNTY BOARD OF HEALTH

INTERNAL SERVICES, PURCHASING

445 WINN WAY, SUITE 398

DECATUR, GEORGIA 30030

AUGUST 17, 2021

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
INSTRUCTIONS	3
SCOPE OF WORK	4
BONDING REQUIREMENT	8
TERMS AND CONDITIONS	9
INSURANCE AND CERTIFICATION	18
PROPOSAL SUBMISSION REQUIREMENTS	19
CONTRACTOR INFORMATION	20
STATEMENT OF RESPONSIBILITY CERT. FORM.....	21
CERTIFICATIONS FORM	23
REFERENCE SHEET	24
TAX COMPLIANCE FORM	25
CONTRACTOR AFFIDAVIT	26
SUBMISSION COVER SHEET.....	27
COST PROPOSAL FORM	EXHIBIT H

DEKALB COUNTY



Board of Health

INSTRUCTIONS

Submission Information

To be considered, a proposal must be received by **August 25, 2021, at 12:00 noon E.T.**, via email to dph-dcbohpurchasing@dph.ga.gov. *For the email subject, use “Proposal Response for Renovations of Tucker WIC Clinic”*. Proposals received after this date and time will not be accepted.

The offeror is encouraged not to wait until the last moment to submit their proposal. The unforeseen technical issues could create an unforeseen challenge to submitting proposals by the due date and time.

Responses should be submitted in Microsoft Word or a portable document file (PDF) format. Use caution in creating electronic files. If DCBOH is unable to open an electronic file due to a virus or because the file has become corrupted, the proposer’s response may be considered incomplete and disqualified from further consideration.

Mandatory Pre-proposal Conference and Site Visit

A **mandatory pre-proposal conference** will be held on August 18, 2021, at 3:30 p.m., ET., at DeKalb County Board of Health, Tucker WIC Clinic, 4394 Hugh Howell Road Tucker, GA 30084. A mandatory site visit will take place following the pre-proposal conference. Vendors must acknowledge attending by signing the attendance sheet.

Questions / Explanation to Offerors

All questions regarding this proposal and site visit must be submitted in writing via email to [Monica Bradshaw@dph.ga.gov](mailto:Monica.Bradshaw@dph.ga.gov), no later than August 23, at 12:00 p.m., ET. *For the email subject, use “Proposal Questions – Renovation of Tucker WIC Clinic”*. The answers to all written questions will be made available to all prospective proposers no later than the close of business on August 23, 2021.

1.0 PROJECT DESCRIPTION

1.1 The DeKalb County Board of Health is seeking proposals from qualified contractors for the renovation projects located at Tucker WIC Clinic 4394 Hugh Howell Road, Tucker, GA 30084. The renovations must be completed as outlined in the Scope of Work and defined in the General Condition. All work must be completed by September 15, 2021

2.0 SCOPE OF WORK

2.1 Replace door and extend 4ft wall to create more space for supply storage, install lighting inside storage room

2.2 Install child-proof outlet under table, re-mount touch screen monitor

2.3 Replace all current lighting with LED lighting

2.4 Patch walls, repair damaged walls and repaint entire area

2.5 Replace all carpet and replace base molding

2.6 Install chair railing and base molding as needed

2.7 Install door stopper in waiting area

2.8 All work must begin no later than September 1, 2021.

3.0 Requirements

1. All work must be scheduled through the DeKalb County Board of Health, Internal Services Department. Due to the nature of our business, some work may be scheduled after 5:00 p.m. and on weekends.
2. The Contractor shall verify all new and existing conditions along with the dimensions at the job site prior to the start of construction and during construction as applicable to the scope of work.
3. All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor.
4. The Contractor shall obtain approvals in advance for all laydown and storage areas.
5. Prior to the commencement of work, the contractor will be required to provide a list of all Contractor employees, vendors, and subcontractors (i.e. anyone entering the property associated in any manner with the Contractor and/or this project) are required to have valid unexpired photo identification.
6. The Contractors shall be responsible for their own drilling, cutting, sealing, etc. as necessary in order to perform their applicable work activities.
7. The Contractor is responsible for the protection of all surfaces including those not in the scope of work from construction dust, debris or damage during construction through final acceptance. The methods of protection including plastic, paper, sealing doors or windows, etc.
8. The Contractors shall provide a detailed schedule in order to satisfy the project completion timeline.

9. The Contractor shall perform all work, make all deliveries and have access to work areas after normal business hours (Monday through Friday: 7:30 am to 5:00 pm), on weekends, and, upon written permission of the Internal Services, Facilities Administrator, may make deliveries and have access to work areas at any hour of any day, but shall bear without any contribution from the DCBOH, any extra expense and responsibility for doing so, including, without limitation, its own overtime expense.
10. The Contractor shall coordinate inspections as required.
11. Final clean up and disposal: Remove debris, rubbish, and waste material from the property. Upon completion of work, all construction areas shall be left clean and free from debris. Clean all dust, dirt, stains, hand marks, paint spots, droppings, and other blemishes.
12. Parking will be made available by the DCBOH. The Contractor will coordinate all parking and deliveries with the staff prior to beginning work.
13. All work shall be performed in accordance with OSHA Safety Standards.
14. The Contractor must maintain all SDS sheets on site.
15. The Contractors shall ensure that the work areas are cleaned daily to ensure a safe and clean worksite.
16. The Contractors shall develop an Activity Hazard Analysis (AHA) for each of their definable scopes of work. Each AHA shall designate the competent person for that scope of work. These AHA's shall be reviewed and understood by each crew member working on the project site.
17. The Contractors shall provide all necessary barricades and other forms of protection as required to protect personnel and the general public from injury due to work activities.
18. The Contractors shall complete all required safety paperwork prior to their respective preparatory meeting with the Internal Services, Facilities Supervisor before mobilizing to the project site. Project safety plans and forms shall be maintained on-site and updated as necessary throughout the project. All required daily and weekly safety inspections shall be documented and provided to the Owner as required.
19. The contractor will be responsible for the removal of all construction debris and cleaning of areas daily to not affect daily operations.
20. The contractor's truck and other vehicles must have the company name or logo permanently attached and must be parked in authorized areas or spaces only.
21. The Contractor will be responsible for obtaining such applicable permits.
22. All work must be completed with efficiency, cleanliness of jobsite, and an overall professional finished product. The project is to be completed from with-in excluding all exterior work.
23. **All renovations must be completed not later than September 15, 2021. Invoices must be submitted by September 20, 2021.**

24. Before inspection of the property for final punch list the building should be prepped with a thorough cleaning of all walls, ceiling tiles and floors to the DCBOH's satisfaction.

4.0 AWARD

- 4.1 The award shall be made to the contractor whose proposal is the most responsive and responsible for this solicitation as judged by the DCBOH evaluation committee. And the ability to perform the services required in this solicitation within the timeframe stated.
- 4.2 The DCBOH reserves the right to reject or accept any or all proposals and to waive informalities, minor irregularities and technicalities in bids received, whichever is deemed to be in the best interest of the DCBOH, and to re-advertise.
- 4.3 If responses to the RFP collected exceed the funds budgeted for this project; the DCBOH reserves the right to reduce the scope of the project. The awarded contractor will be contacted to negotiate a reduction in scope and bid amount. If the terms cannot be reached, the next lowest qualified responsive Contractor will be contacted. The method will be followed until terms are reached or all bids are rejected.

5.0 GENERAL INFORMATION

- 5.1 If any part of the work covered by this RFP is to be subcontracted, prior written approval of subcontractor(s) is required from the DCBOH. The Contractor shall identify the subcontractor(s) and the anticipated contractual arrangements to be made with the subcontractor(s). Any change in subcontractor(s) will require newly written approval from the DCBOH and shall identify the subcontractor(s) and anticipated contractual agreement.
1. There is no express or implied obligation for the DCBOH to reimburse and/or compensate the Contractor for any expenses incurred in preparing or submitting a bid in response to the RFP.
 2. Proposal cannot be withdrawn or corrected after being submitted. (Exceptions: reductions and changes by successful Contractor that will be to the advantage of the DCBOH.)
 3. Services offered in the response to the RFP must comply with all federal, state and local laws. The DCBOH is exempt from federal and state sales tax.
 4. Trade and time payment discounts will be considered in arriving at net prices and in making awards; however, offers of discounts for payment within ten (10) days following the end of the month are preferred. In connection with any discount offered, time will be computed from the date the invoice is received in the offices of the DCBOH. Payment is deemed to be made, for earning the discount, on the date of the DCBOH check.
 5. When not otherwise specified, the Contractor must state the time of the proposed delivery. Do not use words such as "immediate" or "as soon as possible." Please state the exact earliest date or the minimum number of calendar days required after receipt of the order. (Calendar days include Saturday, Sunday and holidays.)
 6. Except as otherwise provided, the successful Contractor agrees to indemnify the DCBOH and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any copyrights or patents of the United States arising out of the performance of this contract for the account of the DCBOH of services performed hereunder.

7. Proposal and modifications or withdrawals received at the Office Internal Services designated in this RFP after the exact time set for opening/closing of bids will not be considered.
8. By submission of the response to this RFP, the Contractor certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that, in connection with this procurement:
 - a. The prices in the response to this RFP have been arrived at independently, without consultation, communication or agreement for restricting competition, as to any matter relating to such prices with any other Contractor or with any competitor; and,
 - b. unless otherwise required by law, the prices that have been quoted in the response to this RFP have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to the opening, directly or indirectly, to any other Contractor or to any competitor; and,
 - c. no attempt has been made or will be made by the Contractor to induce any other person or firm to submit or not to submit a bid for restricting competition.
9. The DCBOH will furnish no material, labor or facilities unless otherwise provided for in this RFP or in the plans and specifications. The bidder's cost of materials shall not exceed 15% mark-up from the actual cost.
- 10.
11. In the event no proposal is to be submitted, do not return the RFP unless otherwise specified. However, a letter or postcard should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this RFP are desired. Failure of the recipient to bid, or to notify the issuing office that future invitations are desired, may result in the removal of the name of such recipient from the mailing list for the type of services covered by the RFP.
 - a. Failure to observe any of the instructions and conditions in this RFP may constitute grounds for rejection.
 - b. Services offered in the response to this RFP must comply with all federal, state and local laws and regulations as applicable on the date of delivery.
12. Submission of the response to this RFP will create a presumption that the Contractor has visited the premises and has taken into consideration all conditions that might affect the work. No consideration will be given to any claim based on a lack of knowledge of existing conditions, except where conditions cannot be reasonably ascertained. No other site visits are authorized other than the visit designated under "Exam of Site." Any questions regarding the site visit are to be directed to the Internal Services/Purchasing.

6.0 BONDING REQUIREMENTS

6.1 The Contractor will be required to furnish a performance bond ("Performance Bond") and a payment bond (the "Payment Bond") (the Performance Bond and Payment Bond are collectively hereinafter referred to as, "the Bonds") issued by a surety company licensed by the Commissioner of Insurance for the State of Georgia, to do business as an insurance company in the State of Georgia. The Bonds must be in the amount equal to one hundred percent (100%) of the guaranteed maximum price (GMP). The Bonds will be furnished as security for the faithful performance of the Work included in the contract, including stipulations and agreements of the contract, the payment of all bills and obligations arising out of the performance of the contract, which bills and obligations might or would in any manner become a claim against DCBOH., and guaranteeing the work included in the contract against faulty materials or poor workmanship, or both for one (1) year after final acceptance of the work by DCBOH.

6.2 The Bonds shall be written on forms approved by DCBOH, copies of which are included in the contract, with appropriate Power of Attorney attached to the Bonds when submitted. The Bonds shall be executed by an agent of the Surety residing in the State of Georgia. The date of Bonds shall be the same as the date of the Award Letter. The Surety shall appoint an agent for services in Decatur, Georgia, upon whom all notices shall be shown on each Bond. The person executing the Bonds on behalf of the Surety shall file with the Bonds a General Power of Attorney, unlimited as to amount and type of bonds covered by such Power of Attorney and certified by an official of said Surety. The Contract will not be executed by DCBOH until after the receipt and approval of Bonds by DCBOH.

6.3 If at any time after the execution of the Contract, the Surety has been determined to be unsatisfactory by DCBOH, DCBOH shall have the right to require new Bonds by issuing a not to Contractor that the Surety on the Bonds is unsatisfactory to DCBOH. Failure of the Contractor to provide replacement Bonds issued by a Surety that is found to be satisfactory to DCBOH shall constitute a default under this paragraph.

6.4 DCBOH shall not be responsible for any cost incurred as a result of the Contractor's failure to comply with its obligation to secure a Bonds as set forth herein.

6.5 Consent of Surety shall be required prior to any reduction of retainage or payment of the final invoice.

7.0 TERMS AND CONDITIONS

1. **CONTRACT:** The request for proposal invitation, terms and conditions, the specifications and the received proposal form the contract and they shall be fully part of the contract as if thereto attached, or therein repeated. These documents represent the entire agreement between the successful Contractor and the DCBOH and supersede any prior discussions or negotiations, representations or agreements, either written or oral. Contracts, if awarded, will be awarded to responsible proposers whose proposals will be most advantageous to the DCBOH, cost and other factors considered. The determination will be solely at the discretion of the DCBOH.
2. The DCBOH reserves the right to reject or accept any or all proposals and to waive informalities, minor irregularities and technicalities in proposals received, whichever is deemed to be in the best interest of the DCBOH, and to re-advertise.
3. The DCBOH may accept any items or group of items of any proposal unless the proposer qualified his proposal by specific limitations.
4. **COMPLETION:** The Contractor shall read the proposal carefully, complete all entries, and submit all documents or information requested. Failure to do so may result in rejection of the proposal.
5. **FUNDING:** If for any fiscal year (July 1 to June 30) of this contract, the Board for any reason, fails to appropriate funds for these services, the DCBOH will notify the Contractor immediately and will no longer be obligated under the contract.

6. **EXCEPTIONS:** Proposals meeting the requirements of this document shall be considered. Contractors taking exception to any of the terms, conditions or offering substitutions shall state these exceptions plainly on the Exceptions Page of this document.
7. **DEVIATIONS** to any/all requested options in this proposal are subject to approval by DCBOH prior to any resultant award.
8. **QUANTITIES:** Unless otherwise noted, any quantities provided for this Request for Proposal are estimated volume and do not represent a purchase contract quantity. DCBOH reserves the right to purchase quantities that are fewer, greater or even none for the line items presented based on needs at given times during the period of this pricing contract. The DCBOH reserves the right to not consider a proposal if a service charge, minimum dollar, or minimum quantity is applied.
9. **OFFER TIMELINE:** The contractor agrees to hold their offer open for acceptance by the DCBOH for no less than ninety (90) days from the response date and time.
10. **COMPLIANCE:** Under this contract, the DCBOH Procurement Supervisor will have the responsibility to ensure compliance with contract requirements, such as but not limited to acceptance and inspection of equipment and services provided.
11. **UNDERSTANDING:** The contractor, by making his/her proposal, represents that he/she has read and understands the request for proposal.
12. **PURCHASE ORDER:** The DCBOH limits its purchases through the use of properly approved and authorized purchase orders. The successful Contractor must be able to accept purchase orders via email (preferred) or facsimile (FAX). Therefore, the purchase order number shall appear on ALL itemized invoices to ensure payment.
13. Any contracts or agreements signed by any DCBOH employee other than the District Health Director or their designee is considered null and void.
14. **INVOICING:** The Contractor shall submit itemized invoices within a timely manner during the DCBOH's fiscal year in which the items were purchased. Invoices shall indicate the Contractor contract number with the DCBOH along with the purchase order number. Invoices shall be issued for only items received. Payment shall not be due until the invoice(s) are submitted after delivery. Payments will be made within thirty (30) days of receipt of an accurate non-disputed invoice. All invoices can be mailed directly to DCBOH, Attention: Accounts Payable Department, P.O. Box 987, Decatur, Georgia 30031.
15. **TAX EXEMPTION:** DCBOH, by law, is exempt from most taxes. Contractor to retain on file a copy of a tax-exempt form submitted by DCBOH. The Contractor is encouraged to allow for an automated tax exemption, not requiring the department buyer to request an exemption. Do not include tax in your bid totals.

If awarded a contract, the Contractor may obtain a copy of the DCBOH Tax Exemption Certificate by contacting the DCBOH Purchasing Department.

16. **SIGN-IN AND IDENTIFICATION BADGES:** For safety purposes, all Contractors will sign-in at the DCBOH or administration front desk when entering a DCBOH facility. All Contractors will be expected to show their driver's license or other government-issued photo identification card to the employee at the front desk at the administration office.
17. **FAILURE TO ABIDE BY TERMS:** If at any time, a Contractor fails to fulfill or abide by the terms, conditions or specifications of the contract, or to perform by providing the items/services at the price submitted or within the specified time frame, the DCBOH reserves the right, upon written notice to the Contractor to cancel the contract.
18. **DEFAULT:** Prior to the cancellation of the contract for default, the DCBOH's Purchasing will advise the Contractor, in writing, of their intentions, and the reasons for such intentions. The Contractor will be allowed fifteen (15) days to cure the default condition. If such a condition is not cured to the satisfaction of the DCBOH after that time, then the cancellation of the contract may be executed.
19. **GIFTS:** Please note that a "gift to a public servant" is a Class A misdemeanor offense if the recipient is a government employee who exercises some influences in the purchasing process of the governmental body. This would certainly apply to anyone who helps establish specifications or is involved in product selection or directs a purchase.
20. **INTERLOCAL AGREEMENTS, PURCHASING COOPERATIVES:** The DCBOH reserves the right to utilize other DCBOH contracts, State of Georgia contracts, contracts awarded by other Governmental Agencies, other Boards, or cooperative agreements in lieu of any offer received, or award made as a result of this proposal, if it is in the DCBOH's best interest to do so.
21. **VENUE:** Both parties agree that the venue for any litigation arising from this contract shall lie in DeKalb County, Georgia.
22. **INSURANCE:** Prior to beginning work, the successful contractor is required to furnish Certificates of Insurance as may be required by the DCBOH and described in the specifications (*Exhibit A*) and Performance and Payment Bonds.
23. **PERFORMANCE:** Prospective Contractor must affirmatively demonstrate responsibility through a satisfactory performance record. Each Contractor is required to submit with their proposal a list of three (3) references of organizations for which they currently or have provided products/services within the last three (3) years. The list shall include the company/entity name, address, contact name, and telephone number.
24. **PLACES OF BUSINESS:** Prospective Contractor may be required to furnish evidence in writing that they maintain permanent places of business and have adequate places of business and have adequate equipment, finances, and personnel to furnish the items/services offered satisfactorily and expeditiously.

25. **EXCEPTIONS:** Contractors taking exception to the terms and conditions or specifications of this proposal shall state these exceptions plainly on the Exception Page of the proposal document. If no exceptions are indicated on the submitted form, it will be assumed that your proposal complies with our document.
26. **PRICING:** Negotiation may be a part of this process. Therefore, Contractors are cautioned to submit their most competitive price for their product and service the first time through on the Proposal Response forms. If the scope of the proposal and all other requirements are met initially, there may not be any need for negotiation with any Contractor.
27. **AWARD:** It is the intention of the DCBOH to establish a list of as many Contractors as successfully respond to this RFP. DCBOH does not guarantee any quantities or dollar amounts relating to this proposal, as items and/or services is a Not-to-Exceed amount with available funding.
28. **NOTIFICATION OF AWARD:** ALL Contractors properly responding on time to this proposal with all of the required documents complete, will be considered for award. The DCBOH may elect to issue subsequent proposals and approve additional Contractors for the same or similar items/services during the agreement period if it is determined to be in the best interest of the DCBOH.
29. **CANCELLATION:** DCBOH shall have the right to cancel for default all or any part of the undelivered portion of this order/service if the Contractor breaches any of the terms hereof including warranties of the Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which DCBOH may have in law or equity.
30. **FORCE MAJEURE:** If by reason of Force Majeure (unforeseeable circumstances), either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein shall mean acts of God, acts of public enemy, orders of any kind of government of the United States or the State of Georgia or any civil or military authority; insurrections; epidemics; landslides; land sinkage; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.
31. **ASSIGNMENT DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of DCBOH. Any attempted assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

32. **WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
33. **INTERPRETATION PAROLE EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
34. **ADVERTISING:** The Contractor shall not advertise or publish, without DCBOH's prior consent the fact that DCBOH has entered this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
35. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of his/her business intent to perform. If a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
36. **DISCLOSURES:** By signing this proposal, a Contractor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the proposal submitted. The Contractor shall note any and all relationships that might be a conflict of interest and include such information with the proposal (Conflict of Interest Questionnaire). By signing this proposal, a Contractor affirms that, to the best of his/her knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other Contractors in the award of this proposal.
37. **CONFIDENTIAL OR TRADE SECRETS:** If any of the information is confidential or a trade secret belonging to the Contractor and, if released would give advantage to a competitor or Contractor, that information should be filed with the proposal in a separate envelope marked "CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION".

Acceptance of such materials does not constitute an admission by DCBOH that the materials are confidential or a trade secret. **CRIMINAL RECORDS HISTORY:** The Contractor shall ensure that all entities with which it contracts shall supply information regarding criminal records history of any employee, agent or consultant who shall be present on DCBOH's property at any time. Under no circumstances shall any entity be allowed to use employees, agents or consultants present on site who have been convicted of a felony or a crime involving sexual misconduct.

38. **COMPETITIVE PROCUREMENT:** This RFP is part of a competitive procurement process that helps to serve the DCBOH's best interest. It also provides Contractors with a fair opportunity for their products to be considered. The process of competitive negotiation being used in this case shall not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and the price is generally the determinative factor, although it may be, and the DCBOH has the flexibility it needs to negotiate with Contractors to arrive at a mutually agreeable relationship.
39. **LENGTH OF CONTRACT:** All responses to the RFP shall be valid for the date of Board approval with the possibility of four (4) additional annual renewals between the DCBOH and the Contractor.
40. **ACCEPTANCE:** This will be a single award. DCBOH reserves the right to accept or reject any or all the proposals submitted, waive minor technicalities, and accept the offer most advantageous to the DCBOH. Contract, to the awarded Contractor, will be based on the determined "best value for the DCBOH".
41. **OTHER REQUIREMENTS:** The warranty, general, special terms and conditions, insurance, submittal documents and specifications as stated herein shall apply and shall not be nullified, voided or altered in any way by the inclusion of the Contractor's pre-printed forms with this proposal or any other document submitted during delivery of product, invoicing, acknowledgment letters, emails, faxes, routing communications between the contracted parties, of subcontract employees, or third parties unless specifically acknowledged and agreed to in writing by DCBOH.
42. **PERFORMANCE:** The responsibility for compliance with this solicitation and the subsequent contract shall be with the submitting Contractor. Awarded Contractors are expected to provide prompt service that is due under this contract including warranties.
The past performance of the Contractor may be a factor in awarding future contracts.
43. Any problems or discrepancies that are not covered by the above requirements should be directed to the DCBOH Office of Purchasing for a determination or clarification prior to any action taken on said problem or discrepancy. If the Contractor fails to make such a request, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner. All Contractors shall provide detailed explanations of any variances or exceptions the Contractor has with any requirement or terms specified in this RFP and thoroughly explains any alternate service offered. DCBOH is not responsible for any costs incurred by the Contractor for the preparation or distribution of this bid. Respondents or other authorized representatives are expected to fully inform themselves as to all conditions, requirements, and specifications before submitting offers. Failure to do so will be at the Contractor's own risk. Proprietary information if any, submitted to DCBOH in response to this bid should be identified as such. Any information identified as proprietary will be handled in accordance with the provisions of the Georgia Open Records Public Information Act as it applies to such information.
44. **DCBOH LICENSING PROGRAM:** The DCBOH logo cannot be used without the expressed, written permission of the DCBOH

45. **PURCHASE ORDER:** Proposer must accept the ordering of services via DCBOH purchase order. This portion of the RFP pertains to the Contractor selected for the final contract award (“contractor”).
46. **INCREASES:** If deemed appropriate by the DCBOH, extension period percentages of the increase shall be negotiated with the contractor. If an agreement cannot be reached, the DCBOH reserves the right to rebid.
47. **ADDITIONAL SERVICES:** The DCBOH reserves the right to request the contractor to provide additional services not outlined herein. In the event this occurs, compensation will be negotiated at that time.
48. **COST:** Unless otherwise specified herein, the contractor shall be responsible for furnishing all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
49. **INDEPENDENT CONTRACTOR:** The contractor represents itself to be an independent contractor offering such services to the public and shall not represent itself or its employees to be employed by the DCBOH. The sole relationship between the DCBOH and the contractor is as established by this contract. The contractor acknowledges responsibility for filing all returns and paying all taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., associated with the performance of the contractual requirements herein, and agrees to indemnify, save, and hold the DCBOH, its officers, agents, and employees, harmless from and against, any and all losses, costs, attorney fees, and damage of any kind related to such matters. Upon request, the contractor will provide to the DCBOH evidence of compliance with these requirements.
50. **COMMUNICATION ON PROJECTS:** The contractor shall fully coordinate its activities in the performance of the contract with those of the DCBOH. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the DCBOH throughout the contract period.
51. **OWNERSHIP OF MATERIALS:** The contractor shall agree and understand that all reports and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the DCBOH. No reports or material prepared, as required by the contract, shall be released to the public without the prior written consent of the DCBOH.
52. **INDEMNIFICATION:** The contractor shall understand and agree that DCBOH cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect DCBOH, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under

the contract. The insurance shall include an endorsement that adds the DCBOH as an additional insured.

The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the DCBOH, including its Board and employees.

53. **CONFIDENTIAL INFORMATION:** Inasmuch as under the contract the contractor may acquire confidential information, the contractor agrees to use such information only for the sole benefit of the DCBOH and to keep confidential such information, as well as all information developed in the conduct of the work contracted for including information disclosed by the DCBOH to contractor or any other person engaged in the contracted work. The contractor further agrees that all data, technical information, and reports developed by contractor or any person engaged in the contracted work are the property of the DCBOH and shall not be disclosed to others at any time or used for any other purpose other than for the sole benefit of the DCBOH and that upon termination of the contract, or at any other time the DCBOH requests, the contractor or any other person involved in the contracted work will transmit to the DCBOH any written, printed, or other materials embodying such confidential information, including all copies and excerpts thereof, given to, prepared by or for the contractor, or any other person involved in the contracted work. It is further understood and agreed that this obligation to keep such information confidential shall always continue beyond the completion of the contracted work. W-2 tax information would be the most sensitive file the DCBOH would send to the contractor (once annually).
54. The contractor shall agree and understand that all exhibits, materials, digital files, artwork, design features and concepts developed as a result of the contract shall become the property of the DCBOH, with all rights and interests for present and future publication, display, sell, copyright or other use as deemed appropriate by the DCBOH.
55. **COMPLY WITH APPLICABLE LAW:** The contractor must comply with all existing or future applicable laws, including but not limited to, those pertaining to soy-based ink and recycled paper.
56. **NO EXCLUSIVE ARRANGEMENT:** The contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the DCBOH may secure identical and/or similar services from other sources at any time in conjunction with or in replacement of the contractor's service.
57. **VIOLATIONS:** If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the DCBOH has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the DCBOH shall have the right to cancel the contract Immediately without penalty or recourse and suspend or debar the contractor from doing business with the DCBOH. The DCBOH may also withhold up to twenty-five percent of the total amount due to the contractor.

58. **AUDIT:** The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
59. **CONTRACT MODIFICATIONS:** With the exception of specifically designated persons in the Office of Purchasing selected for this purpose by the DCBOH, employees of the DCBOH are not authorized to modify, interpret or clarify such terms, conditions or specifications, and proposers should not rely on the presentments of employees or agents other than those with express authority to make such presentments.
60. **TERMINATION:** This agreement may be terminated by the DeKalb County Board of Health, without cause upon sixty (60) day prior written notice to the Contractor.
- This agreement may be terminated by the DeKalb County Board of Health immediately with cause upon notice to the Contractor. Cause means a violation of the confidentiality requirements of this contract or the violation of any provision of this agreement which in good faith judgment of the DeKalb County Board of Health poses a threat to the safe and orderly operation of the DeKalb County Board of Health including the safety and well-being of its clients or employees.
61. **FAILURE TO PERFORM:** In the event, the contractor fails to comply with the terms and conditions of the contract, including requirements governing the quality of service or the schedule for performance of its duties under this agreement, the DeKalb County Board of Health may provide written notice thereof to the contractor. The notice may identify specific incidents or circumstances comprising the conditions complained of. In the event such conditions arise, the DeKalb County Board of Health reserves the right to withhold payments otherwise due under this agreement until such violation is cured.

Exhibit A

CERTIFICATES OF INSURANCE

Along with the contract documents sent to Board for execution, Contractor shall furnish Certificates of Insurance from companies doing business in Georgia or written evidence of self-insurance and acceptable to the Board covering:

- (a) Statutory Workers' Compensation Insurance, or proof that the Contractor is not required to provide such coverage under State law. The contractor agrees to confirm that all subcontractors likewise carry statutory Workers' Compensation Insurance, and to provide proof of such confirmation to the Board.
- (b) Professional liability insurance on the services in this contract with a limit of one million dollars (\$1,000,000).
- (c) Comprehensive liability insurance covering all operations and automobiles;
 - (1) With limits of \$100,000/300,000 bodily injury.
 - (2) With limits of \$100,000 property damage.
- (d) "Umbrella" or "excess" coverage cannot be used to reach limits stated in (b) and (c).

Certificates of insurance must be executed in accordance with the following provisions:

- (a) Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract;
- (b) Certificates to contain the location and operations to which the insurance applies;
- (c) Certificates to contain the following clause:

"Re: change or cancellation. Policy certified will not be changed or canceled without ten (10) days prior notice to the DeKalb County Board of Health, as evidenced by return receipts of registered or certified letters."

(d) Certificates to contain endorsement incorporating indemnification agreement assumed by the Contractor further agree as follows:

(1) On the front of the certificate, the certificate is to contain the following clause:

"Re: Indemnification Agreement. Contract liability is included. See the Indemnification Agreement clause on the reverse side of the certificate.";

(2) Type the following indemnification agreement statement on the reverse side of the certificate:

"The Contractor shall defend, indemnify and hold harmless the Board for any claims, charges or suits that arise due to the Contractor's error, omission, negligence or acts."

(e) The contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.

PROPOSAL SUBMISSION REQUIREMENTS

RENOVATION OF TUCKER WIC CLINIC

The contractor MUST submit the following requirements to be included in the Contractor's response to RFP No. 2-1781-RFP01. *Any omission of these requirements may render a response invalid.*

- a. The Contractor shall be duly licensed in the State of Georgia and in the county and city in which it does business.
- b. The Contractor shall provide a list of references, contacts, telephone numbers, and e-mail address that may be contacted regarding firm performance.
- c. The Contractor shall provide a certificate(s) of insurance stating that general and comprehensive liability insurance is in effect during the period of the contract.
- d. The Contractor shall provide a completed pricing sheet
- e. The Contractor shall provide bonding requirements.
- f. The Contractor must complete and return the Tax Compliance Form.
- g. Prior to awarding any contract exceeding \$100,000.00, DCBOH must verify through the Department of Revenue (DOR) that the selected Contractor is not a prohibited source as defined by (O.C.G.A.) Section 50-5-82.
- h. The Contractor must complete, notarize and return Contractor Affidavit regarding e-verification. To comply with the State of Georgia law, DCBOH must obtain an E-Verify affidavit from any Contractor that provides labor or services in an amount that exceeds \$2,499.99. A notarized copy of the affidavit must be provided to DCBOH prior to the award of any contract or agreement. For questions regarding this requirement and to obtain the appropriate forms, please visit http://www.audits.ga.gov/NALGAD/section_3_affidavits.html

CONTRACTOR INFORMATION

The Contractor is (check appropriate space) _____ individual
_____ partnership or joint venture
_____ corporation organized under the laws of the State

of _____
_____ LLC under the laws of the State of _____ Contractor's FEIN or SSI # _____

Business Classification: (check appropriate space) __ African American
_____ Asian American
_____ Native American
_____ Pacific Islander
_____ Hispanic/Latino
_____ Non-Minority

Is your company registered to conduct business in the State of Georgia? __ Yes _____ No

Company Name: _____

Company Physical Address: _____

Company Remit Address: _____

Authorized Signature: (Required) _____

**STATEMENT OF RESPONSIBILITY
CERTIFICATION FORM**

INSTRUCTIONS:

THIS FORM MUST BE COMPLETED, SIGNED, NOTARIZED AND SUBMITTED WITH YOUR BID/PROPOSAL.

Please complete this form, answering every question. *A “Yes” answer to any of the subparts of Question No. 3 requires a written explanation attached to the completed form, submitted on your company letterhead and signed by an authorized representative of the company. A “Yes” answer to any of the subparts of Question No. 3 will not necessarily result in denial of the award but will be considered in determining Contractor responsibility in the event DeKalb County Board of Health undertakes an investigation into Contractor’s responsibility status.* For any explanation, indicate to whom it applies; identify the initiating agency and the dates of action.

Contractors are responsible for updating any information submitted in their Statement of Responsibility Certification Form if a change occurs prior to the award of the contract.

QUESTIONS:

1. Does the Contractor certify that it has, or could obtain, adequate financial resources to perform the Services and Deliverables identified in the Agreement? This includes, but is not limited to, the ability to obtain required bonds and insurance from sureties and insurance companies authorized to do business in Georgia.
 YES NO

2. Does the Contractor certify that it is able to comply with all contractual requirements and fulfill all its contractual obligations, considering the Contractor’s other business obligations? YES NO

3. Within the past three (3) years, has Contractor’s company, or any principal of Contractor (e.g., any owner, partner, officer, or major stockholder with 10% or more shares) been the subject of any of the following:
 - (a) a judgment or conviction for any conduct constituting a felony under local, state or federal law, including, but not limited to, fraud, extortion, bribery, racketeering, labor, anti-trust, price-fixing, or bid collusion?
 YES NO

 - (b) a criminal investigation or indictment for any conduct constituting a felony under local, state or federal law, including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion (to the best of Contractor’s knowledge*)? YES NO

 - (c) an unsatisfied judgment, injunction or lien obtained by a Georgia state government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any Georgia state government agency? YES NO

 - (d) an investigation for a civil violation by any local, state or federal agency (to the best of Contractor’s knowledge*)? YES NO

- (e) a suspension, debarment or termination for cause from any local, state or federal government procurement process? YES NO
- (f) a suspension or termination for cause prior to the completion of the term of any local, state or federal government contract? YES NO
- (g) denial of an award for the non-responsibility determination made by any local, state or federal government? YES NO
- (h) an agreement to a voluntary exclusion from bidding/contracting on any local, state or federal procurement? YES NO
- (i) an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal procurement (to the best of Contractor's knowledge*)? YES NO
- (j) any bankruptcy proceeding: YES NO

CERTIFICATION

The undersigned: (I) recognizes that this questionnaire is submitted for the express purpose of assisting the DeKalb County Board of Health (DCBOH) and the State of Georgia, its agencies and political subdivisions to make a determination regarding the eligibility for award of a contract, or to approve a subcontract; (II) acknowledges that the DCBOH, the State of Georgia, its agencies and political subdivisions may, in their sole discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; (III) acknowledges that submissions of false or misleading information may constitute fraud, may result in ineligibility for contract award, may be used as grounds for termination for default of any contract awarded in relation to this certification, may be considered by the DCBOH, the State of Georgia, its agencies and political subdivisions in making responsibility determinations in other procurements, and may subject the Contractor or its representatives to criminal liability; (IV) as the authorized representative of the Contractor, states that the information submitted on this certification form and any attached pages is true, accurate and complete.

The undersigned hereby attests that he/she is duly authorized by the Contractor to make the statements and representations contained herein and/or attached hereto, on behalf of such Contractor.

Legal Name of Contractor Company

Signature of Contractor's Authorized Representative

Address

Printed Name of Contractor's Authorized Representative

City, State, Zip

Title _____

State of _____ County of _____

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

Notary Public

My Commission Expires: _____

Note: *As used herein, the term "to the best of Contractor's knowledge" shall refer to the current actual knowledge of Contractor and shall be construed, by imputation or otherwise, to refer to the knowledge of any agent, manager, representative or employee of Contractor but does not impose upon Contractor any duty of inquiry or investigation of the matter to which such actual knowledge, or the absence thereof, pertain. The fact that Contractors (or their principals) are under investigation will not necessarily result in a determination of non-responsibility; rather, DCBOH will determine if the information and circumstances regarding such investigation are of such a nature or magnitude as to cause the DCBOH to deem the Contractor non-responsible in order to protect the interests of the DCBOH and/or the State.

Reference Sheet

In the space provided below, please list a minimum of three (3) references giving the name, address, phone and contact person of companies, organizations, or agencies for whom you have provided services like those requested in the RFP.

Name of Company:	_____
Address:	_____

Phone Number:	_____
E-mail Address:	_____
Contact Name:	_____

Name of Company:	_____
Address:	_____

Phone Number:	_____
E-mail Address:	_____
Contact:	_____

Name of Company:	_____
Address:	_____

Phone Number:	_____
E-mail Address:	_____
Contact:	_____

Tax Compliance

INSTRUCTIONS TO SUPPLIERS

Please complete the following information:

- Supplier's Name:
- Physical Location Address:
- Federal Identification Number (FEI):
- Have you ever been registered in the State of Georgia?
- If so, please provide the following information, if applicable:
 - State Taxpayer Identification Number (STI):
 - Sales and Use Tax Number:
 - Withholding Tax Number:

3.0 What type of service will you perform?

4.0 Will you sell any tangible personal property or goods?

5.0 Supplier's Affiliate's Name:

5.1 FEI:

5.2 STI:

5.3 Sales and Use Tax Number:

5.4 Withholding Tax Number:

If there is more than one affiliate, please attach a separate sheet listing the information above.

6.0 The person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):

6.1 Name:

6.2 Telephone Number:

6.3 E-mail Address:

NOTICE TO SUPPLIER:

In the event the supplier is considered for contract award, the information provided in the form will be submitted by the State Entity to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues.

MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.

CONTRACTOR AFFIDAVIT UNDER O.C.G.A § 13-10-91

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Tucker WIC Clinic Renovations
Name of Project

DeKalb County Board of Health
Name of Public Employer

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

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

DEKALB COUNTY



Board of Health

COMPLETE AND RETURN THIS PAGE ALONG WITH THE LIST OF ITEMS BELOW

RENOVATION OF TUCKER WIC CLINIC

REQUEST FOR PROPOSALS

Company Name			
Contact Person			
Address			
Email		Phone	

You must complete and submit copies of the following items:

1. **SUBMISSION COVERSHEET** (this completed document, Exhibit G)
2. **REFERENCES and CLIENTS LIST** (completed reference and client list form Exhibit E)
3. **E-VERIFICATION DOCUMENTATION – Contractor Affidavit** (Complete Exhibit F)
4. **COST PROPOSAL FORM.** Complete a detail cost proposal and submit for services proposed.
5. **BONDING REQUIREMENTS**

By submitting a response to the RFP, the supplier is acknowledging that the supplier:

1. Has read all the information and instructions,
2. Agrees to comply with all the terms and conditions and information and instructions contained in this RFP.

Signature of Person Authorized to Sign on Behalf of the Contractor:

Printed Name/Title: _____

DEKALB COUNTY



Board of Health

**RENOVATION OF TUCKER WIC CLINIC
SOLICITATION NO.: 22-1781-RFP01**

COST PROPOSAL FORM – EXHIBIT H

Cost proposal must include all labor, material, hauling and removal of unwanted and unused construction debris.

Description	Materials Cost	Labor Cost	Total Cost
Supply Storage (door replacement/lighting)	\$		
Electrical Outlet/TV installation	\$		
LED Lighting replacement	\$		
Protective glass stabilization/installation	\$		
Repaint entire area	\$		
Replace all carpet	\$		
Completion Days from Start of Project	No. of days _____		

Company Name: _____

Authorized Company Official: (print name) _____

Signature of Authorized Company Official: _____

Date: _____