



RFP NO: 25-001
ATHLETIC LIGHTING - BASEBALL FIELD

Advertisement/Legal Notice

Date: July 24, 2023

**REQUEST FOR PROPOSAL (RFP)
ATHLETIC LIGHTING- BASEBALL FIELD
RFP NO: 25-001**

Echols County Schools ("ECS") seeks a qualified and experienced firm to provide design-build construction services for the design, construction and installation of athletic lighting for a Baseball Field located at Echols County Elementary/Middle School located at 148 Church of God Street Statenville, GA 31648. Scope, specifications and specific duties are more specifically described in Section A2 of the Proposal Documents.

A voluntary pre-proposal conference will be held in accordance with Section 002216 on **October 23, 2024 at 10:30 a.m. local time at Echols County High School Baseball Field, 148 Church of God Street, Statenville, GA 31648.**

Questions regarding the Request for Proposal process should be directed to **Vince Hamm, Superintendent** via email at vince.hamm@echols.k12.ga.us. Only questions received by **November 1, 2024 by 4:00 p.m.** will be considered.

All proposals must be received by **November 11, 2024 by 12:00 p.m.** local time. Proposals received after the date and time specified will not be considered.

Sealed proposals must be submitted to **Echols County Board of Education, C/O Dr. Vince Hamm, 216 US HWY 129 North, Statenville, GA 31648** in a sealed envelope which shall be clearly marked RFP No. 25-001 with the Offeror name and address clearly printed or typed on the outside of the envelope. The proposal shall include one (1) original and one (1) copy.

The Offeror is responsible for ensuring that they have complete Proposal Documents including all Addenda provided by the Owner, prior to the proposal submission date.

An award, if made will be to the most responsible and responsive proposer submitting a proposal deemed by ECS, in ECS's sole discretion, to be in the best interest of ECS based on the evaluation factors. ECS reserves the right to reject all proposals and to waive technicalities and informalities.

[Advertisement for Request for Proposals]



RFP NO: 25-001
ATHLETIC LIGHTING - BASEBALL FIELD

PROPOSAL DOCUMENTS

TABLE OF CONTENTS

SECTION:

- A. Project Summary
- B. General Terms & Conditions
- C. Submission Instructions and Requirements
- D. Award
- E. Proposal Forms

Exhibits:

- Exhibit 1 Offeror Information Form and References
- Exhibit 2 Offeror Response Form
- Exhibit 3 Offer Security Form
- Exhibit 4 Non-Collusion Affidavit
- Exhibit 5 Contractor Affidavit & Agreement - Georgia Security & Immigration Compliance Affidavit
- Exhibit 6 Payment Bond (Labor and Material)
- Exhibit 7 Performance Bond
- Exhibit 8 Form of Design Build Construction Agreement (Infrastructure and Small Projects)



RFP NO: 25-001
ATHLETIC LIGHTING - BASEBALL FIELD

SECTION A - PROJECT SUMMARY

1. PURPOSE

This Request for Proposal (RFP) seeks design-build services for the design, construction and installation of athletic field lighting for a Baseball Field at Echols County High School, located at 148 Church of God Street Statenville, GA 31648 (the “Project”).

The services to be performed by the contractor (“Contractor”) shall have as their objective the efficient, economical, timely and complete delivery of the work by managing the design and construction of the project within the time and cost limitations and within established quality requirements.

2. SCOPE OF WORK

2.1 Specific Requirements include the following:

Field Size: 320’, 360’, 320’ with 90’ base path
Average maintained light level 50 fc for infield
Average maintained light level 30 fc for outfield

Remove (8) existing wood poles and fixtures
Use existing wiring from current lights/poles
Install new contractor panel with key switch at existing service
Install steel poles and LED sports lights

Minimum one (1) year warranty following completion.

The Contractor is solely responsible for securing the construction area and any related material storage. Contractor must keep the jobsite continually clean with all materials to be placed in dumpsters placed in and serviced by Contractor’s dumpsters. Owner will be responsible for removal of fencing, if needed.

2.2 Project Milestones:

Anticipated Start Date: January 6, 2024
Substantial Completion Date: February 28, 2024

2.3 This is a design-build contract. The form of contract is attached as **Exhibit 8** (the “Contract”). Contractor is responsible for all required design, including architectural, electrical, mechanical, plumbing, site/civil.

If subconsultants/contractors are used for any of these design services, the prime Contractor is responsible for their work and included in the proposal. Price/bid



RFP NO: 25-001

ATHLETIC LIGHTING - BASEBALL FIELD

should include a complete scope of work including all necessary modifications (if any) to existing utility connections, permitting and any specified design costs. ECS is seeking a qualified form that can meet all of the design requirements, perform all of the work and complete the construction in a timely, efficient and quality manner.

3. OWNER CONTACT/REPRESENTATIVE:

3.1 The Owner of the Project is:

ECHOLS COUNTY BOARD OF EDUCATION
216 US Hwy 129 North
Statenville, GA 31648

3.2 The Owner's Contact/Representative for the Project is:

Dr. Vince Hamm, Superintendent
Echols County Schools
216 US Hwy 129 North
Statenville, GA 31648
vince.hamm@echols.k12.ga.us

[END OF SECTION]



RFP NO: 25-001
ATHLETIC LIGHTING - BASEBALL FIELD

SECTION B - GENERAL TERMS AND CONDITIONS

1. GENERAL TERMS

This solicitation is a Request for Proposal (RFP) and is a “competitive sealed proposal” process made pursuant to O.C.G.A. § 36-91-21(c). This Section provides Offerors instructions on proposal conditions, requirements, and procedures in order to submit a proposal for the Project. There is no PUBLIC OPENING OF THE PROPOSALS.

1.1 PRE-PROPOSAL CONFERENCE

Offerors are encouraged to attend the pre-proposal conference for a basic scope delineation of the Work; however, attendance is not mandatory or required.

1.2 REQUESTS FOR INFORMATION

Offeror shall thoroughly examine and be familiar with the Proposal Documents. If upon inspection and examination by Offeror there is any existing provision, condition, matter or thing, or condition or requirement of the Work which Offeror does not completely understand, Offeror shall submit an inquiry to **Vince Hamm, Superintendent** via email at vince.hamm@echols.k12.ga.us.

No oral interpretations will be made to Offerors as to the meaning of proposal documents.

All correspondence (including without limitation questions and clarifications) during the entire proposal process shall be made in writing to the Owner Contact/Representative. During the entire period of solicitation, proposal and evaluation, no Offeror shall contact any member or employee of ECS concerning this solicitation. Such action could result in the Offeror being removed from further consideration in this solicitation.

1.4 ADDENDA

Addenda inform of any changes issued prior to the opening of the Proposals that modify or clarify the Scope of Work. Additionally, interpretations of proposal documents will be made by Addenda only. ECS will not be responsible for any other interpretations or explanations. Failure on the part of the Offeror to review Addenda prior to submission of the Proposal shall not relieve the Offeror of the obligation to execute such Work in accordance with the Addenda.

Addenda issued to solicitations will be available at ECS offices located at 216 US Hwy 129 North, Statenville, GA 31648 and on the ECS web at www.echols.k12.ga.us under public notices. Each Addendum will be numbered, dated and identified with the Project number.



RFP NO: 25-001
ATHLETIC LIGHTING - BASEBALL FIELD

Any Addenda issued in writing during the time of solicitation shall be included in the proposal, and each Addendum will be incorporated in the subsequent contract.

1.5 SITE VISITS

Offerors are strongly urged to make arrangements to visit and inspect the site(s) prior to proposing if the configuration, structure, condition, etc. of the site will influence the proposal for contract performance. This site visit is not mandatory, however, is encouraged in order for the Offeror to determine the conditions normally encountered and generally recognized as inherent in the Work; to take measurements, perform and/or cause to be performed all quantitative tests; and to observe and gather all information necessary in order to determine a comprehensive proposal amount.

Prior to submission of proposals, ECS will provide the opportunity for Offerors to walk through the project site. Visits to the Project site(s) shall be coordinated through the Owner's Representative. To schedule a site visit, please contact the Owner's Representative listed in Section A3.

Failure of Offeror to examine any Proposal Document, form, instrument, Addenda, or other document or to visit the Project site and be acquainted with existing conditions shall not relieve Offeror from any obligations with respect to the proposal and/or Contract.

1.6 LICENSE REQUIREMENTS

At the time of proposal submission and throughout performance of the Work, Offeror shall ensure Offeror and all subcontractors, regardless of tier, possess the appropriate license (if any is required) issued by the State of Georgia Professional Licensing Boards Division, for the Work to be performed under the Contract.

1.7 TAXES

ECS is exempt from all Federal Excise Taxes. Therefore, Offeror shall exclude Federal Excise Taxes from the Base Offer amount. However, Offeror shall include all State Sales and Use Taxes in the Base Offer Amount.

1.8 ASSIGNMENT

By the submission of a proposal, the Offeror agrees not to assign the proposal or any resulting contract to others unless specifically authorized in writing by the Superintendent for ECS.

1.9 ADDITIONAL TERMS NOT BINDING

ECS shall not be bound by any terms and conditions included in any Offeror's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and



RFP NO: 25-001

ATHLETIC LIGHTING - BASEBALL FIELD

conditions contained in this solicitation or any ensuing contract. If the Offeror objects to any term or condition that shall relate to a contract resulting from this solicitation, the objection shall be clearly stated on a separate page entitled “Objection to Term or Condition” and placed in the proposal immediately after the executive summary.

If the objection is accepted by ECS it will be stated in the Contract. If not stated in the Contract the terms and conditions shall remain as written in the solicitation.

1.10 COMPLIANCE WITH LAWS

All property or services furnished in a Contract resulting from this solicitation shall comply with all applicable federal, state and local laws, codes and regulations. Offeror must be in full compliance with all applicable federal and state security and immigration laws including without limitation the Georgia Security and Immigration Compliance Act. Offeror is required to affirm Contractor’s compliance by completing and returning the **Exhibit 5** the Georgia Security and Immigration Compliance Affidavit with the proposal.

All Offerors shall include a notarized affidavit stating with specificity any “trade secret” as the term is defined in O.C.G.A. § 10-1-761 to protect such confidential information from being automatically released under the Georgia Open Records Act (O.C.G.A. § 50-18-70 et. seq.), specifically O.C.G.A. § 50-18-72(a)(34).

The requirements of the Georgia Local Government Public Works Construction Law, O.C.G.A. § 36-91-1 *et seq.* shall govern in case of conflict with any terms and conditions of this document or contracts awarded.

1.11 PURCHASING POLICY

By participation in this solicitation an Offeror, potential Offeror, or Contractor agrees to be bound by the ECS purchasing policy and any ancillary regulations on any issue or action related to this solicitation or subsequent contract resulting from this solicitation.

1.12 INSURANCE

Within five (5) business days following receipt of Intent to Award, the Contractor shall provide a current certificate of insurance on the terms and with the coverages set out in the Contract.

1.13 CRIMINAL BACKGROUND CHECKS; ON-SITE REQUIREMENTS

All Contractor’s personnel, employees contractors, consultants, subcontractors and vendors providing services on ECS premises must be fingerprinted, submit to and pass a criminal record check prior to providing on-site services, all at the sole cost of the Contractor. While working on ECS premises, each individual shall wear a company uniform identifying the company name and wear an ECS assigned badge. On-campus



RFP NO: 25-001

ATHLETIC LIGHTING - BASEBALL FIELD

activities must be taken into account in scheduling work and all work schedules must be approved by ECS.

[END OF SECTION]



RFP NO: 25-001
ATHLETIC LIGHTING - BASEBALL FIELD

SECTION C - SUBMISSION INSTRUCTIONS AND REQUIREMENTS

1. PROPOSAL SUBMISSION FORMS AND REQUIREMENTS

Offeror is required to provide all information requested in the Request for Proposal, Submission Instructions and Requirements, including without limitation the information required in this Section C. Offeror is also required to complete and submit the following documents as part of its sealed proposal. These documents are also referenced in Section E – Proposal Forms:

- | | |
|-----------|---|
| Exhibit 1 | Offeror Information Form (with copy of Offeror local or state business license or permit attached) and References |
| Exhibit 2 | Offeror Response Form |
| Exhibit 3 | Offer Security Form |
| Exhibit 4 | Non-Collusion Affidavit |
| Exhibit 5 | Contractor Affidavit & Agreement - Georgia Security & Immigration Compliance Affidavit |

Offerors shall utilize a complete set of Proposal Documents in preparing a proposal. The failure or omission of Offeror to receive any Proposal Document, form, instrument, Addendum, or other document shall not relieve Offeror from any obligations with respect to the Proposal and/or Contract.

2. FORM OF PROPOSALS

- A. Please include a title on each page of your RFP and the number of pages to ensure property identification.
- B. Begin each section on a separate page. Number the pages in each section consecutively. If any confidential and/or proprietary information is included, then each page containing such information must be stamped “proprietary.” It is not acceptable to label the entire proposal as confidential and proprietary.
- C. All proposals shall be printed in ink or typewritten. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error. The person signing the proposal shall initial corrections in ink.
- D. All proposals shall be completed in their entirety, and the failure to complete the Proposal Documents in their entirety may result in the proposal being deemed non-responsive.

Blanks: All blanks shall be completed by filling in the requested information; the proposal may be deemed non-responsive if this requirement is not met.



RFP NO: 25-001

ATHLETIC LIGHTING - BASEBALL FIELD

Erasures: The submitted proposal shall not contain any erasures, deletions or other corrections unless each such correction is authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the proposal.

Modifications: Changes in, or additions to the proposal, recapitulations of the proposed Work upon, alternative proposals, or any other modifications of the form which is not specifically called for in the Proposal Documents may result in the proposal being deemed non-responsive.

- E. An authorized officer of the Offeror company shall sign the proposal. Offeror shall complete the proposal form according to the following:
1. The firm name or name style of the Offeror shall agree with Offeror Business License.
 2. Proposal shall be signed by Offeror or an individual on behalf of the Offeror and only a handwritten signature shall be acceptable.
 3. Successful Offeror may be required to furnish a letter setting forth the organizational structure of Offeror and further describing the firm members and those persons authorized to sign legal documents.
- F. The proposal shall include one (1) original and one (1) copy. The price proposal shall be submitted in a separate sealed envelope from the technical proposal.

3. COVER/TRANSMITTAL LETTER.

Each proposal must have a Cover/Transmittal Letter briefly summarizing the qualifications and experience relevant to the scope. Please include in the letter the following:

- i. Company's information, including the name of the company (include any dba names); headquarters and parent company locations, and a brief history of the company.
- ii. ***Company's mailing address, contact person, telephone number for the primary contact person, and email address.***
- iii. A principal or officer of the company authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

4. EXECUTIVE SUMMARY.

An executive summary should be provided. The executive summary shall include the key elements of the respondent's proposal and an overview of



RFP NO: 25-001

ATHLETIC LIGHTING - BASEBALL FIELD

the proposed team. Indicate the address and telephone number of the respondent's office located nearest to Statenville, Georgia, and the office from which the Project will be managed.

Complete submissions to this Request for Proposals will contain sufficient information to provide ECS with a thorough description of the Offeror's qualifications to accomplish the work described in this solicitation and proposed commitment to the ECS Project.

5. EVALUATION AND SELECTION CRITERIA

ECS, at its discretion, may award the Contract to the responsible and responsive consultant submitting the proposal which is deemed to be the most advantageous to the ECS. The following requirements shall be provided and comprise the evaluation criteria the ECS will consider in determining which proposal is most advantageous to ECS:

5.1. Project Understanding, Approach and Construction Schedule (20 Points) - Offeror shall provide an overview of the design, scope of work, and a tentative construction schedule.

5.2. Project Experience and References (15 Points) - Offeror shall have experience completing similar projects. Specifically identify the most related projects of similar scope and size your firm has completed and include the following information.

- A. Project name, location & description
- B. Reference for the project with contact information.
- C. Scoring:
5 points per relevant project up to a maximum of 15 points.

5.3 Company History/Business Stability (20 Points) - Describe your company/business. Disclose if Offeror has ever defaulted on a contract or been denied a proposal due to non-responsibility or inability to perform; and if so, please provide the fact and circumstances. List all judgments and litigation current pending against the firm, if any.

- a) Years in Business:
2 points for each in business up to a maximum of 10 points.
- b) Bankruptcies: (In the past 10 years)
5 points for none and 0 points for one or more.
- c) Lawsuits: (In the past 5 years)
5 points for none and 0 points for one or more.



RFP NO: 25-001
 ATHLETIC LIGHTING - BASEBALL FIELD

5.4 Cost Proposal (45 Points) – 45 points for lowest overall bid price including Base Bid and Owner accepted alternates. 6 points less for each bidder with a higher price (e.g. 2nd lowest receives 39 points., 3rd lowest receives 33 points). This is a lump sum contract. In this section, the Offeror shall offer the lump-sum cost of construction and related services together with (if requested and as applicable) a schedule of values, corresponding hourly rates and any unit pricing. The lump-sum price shall include any allowances specified in the Project documents as well as any unit cost allowances and all alternates. Any pricing that is identified in unit measures (prices per hour, day, week, etc.) shall also be accompanied by an estimated number of units expected to complete the task.

6. EVALUATION & SCORING

Proposals will be evaluated on the factors set out below. The evaluation factors shall be scored by the following percentages totaling to a maximum score of 100. A determination of competitive range may be made during the evaluation process. Offerors determined to be in the competitive range, be deemed to be “responsible Offerors,” may be asked to engage in discussions, negotiations and revisions, and be asked to provide a Best and Final Offer (BAFO):

FACTOR	POINTS
Project Understanding, Approach and Construction Schedule	20
Project Experience and References	15
Company History/Business Stability	20
Cost Proposal	45
Highest Possible Score	100

7. OFFER GUARANTEE

- A. Offeror shall attach to the offer, an offer guarantee, in the form of a certified or cashier’s check or an offer bond as set forth in **Exhibit 3** – Offer Security Form. If Offeror intends to submit a bond (commonly known as a bid bond), Offeror shall utilize a security form, supplied by Owner as denoted in **Exhibit 3** secured by a Georgia admitted Surety Company satisfactory to Owner, as a guarantee.
- B. The offer guarantee shall be applied toward, but shall not be considered a limitation upon, any damage which may be sustained by Owner if the Offeror fails to abide by any provisions of the Notice of Intent to Award.



RFP NO: 25-001
ATHLETIC LIGHTING - BASEBALL FIELD

- C. Owner may contact the surety to confirm the validity of the bond.
- D. Attorneys-in-Fact who sign bonds must file with each bond a certified and effective dated copy of their power of attorney.
- E. Offer shall be guaranteed for a period of ninety (90) days from the date of submission, or as extended by mutual agreement.

8. WITHDRAWAL OF PROPOSALS

A proposal cannot be withdrawn after it is delivered to ECS, unless Offeror makes a request in writing to ECS prior to the time set for receiving proposals, or unless the ECS fails to accept or reject the proposal within ninety (90) days after the date fixed for receiving said proposals.

9. MODIFICATION OF PROPOSAL

If Offeror claims to have made a clerical error in its proposal, Owner must receive a written request for release from offer within five (5) business days after the submission of the proposal. In this request, Offeror must certify under penalty of perjury and indicate the date of proposal and Project name. The request must also contain: a request to be released from proposals; a detailed explanation of the error; the amount of the error; the offer amount if the error had not been made; and, the original unaltered estimating sheets the offer was based on.

Offerors may be notified of any weaknesses of the proposal by the Owner in writing. The Offeror may be provided the opportunity to discuss the weaknesses identified and may be provided a date and time for submission of a Best and Final Offer, in accordance with the requirements of the Request for Proposal process.

10. RESERVATIONS OF RIGHTS; TERMINATION OF SOLICITATION

Owner reserves the right to accept or reject any or all proposals and to waive any or all irregularities or technicalities. Owner reserves the right to take whatever actions which, in its sole judgment, it deems to be in the best interests of the ECS. The judgment of the Owner on such matters shall be final.

In any event in which this solicitation is terminated or cancelled, in whole or in part, or in which all proposals are rejected, there shall be no liability on the part of ECS for any costs incurred by Offerors or potential Offerors in relation to the solicitation.



RFP NO: 25-001
ATHLETIC LIGHTING - BASEBALL FIELD

[END OF SECTION]



RFP NO: 25-001
ATHLETIC LIGHTING - BASEBALL FIELD

SECTION D - AWARD

1. CATEGORIES OF AWARD

The Award will be made on an “All or None” basis.

2. AWARD

Owner will transmit a Notice of Intent to Award or reject all proposals. Within five (5) business days after receipt of the Notice of Intent to Award, Offeror shall submit to Owner the following:

1. One (1) executed original of the payment bond in an amount equal to 100% of the Contract Amount (**Exhibit 6**);
2. One (1) executed original of the performance bond in an amount equal to 100% of the Contract Amount (**Exhibit 7**);
3. One (1) executed certificate of insurance on the terms, conditions and requirements set out in the Contract; and
4. Any other required document specified in the Notice of Intent to Award letter.

If Offeror submits all items as required by the Notice of Intent to Award within the specified time frame and if all such items comply with the requirements of the Proposal Documents and are acceptable to Owner, Owner will send a completed Contract to be executed by Offeror. The information from the completed **Exhibit 2** Offeror Response Form will be incorporated into and become part of the Contract in the form of **Exhibit 8** attached. Offeror must sign the Contract and return it to Owner for execution within five (5) business days of Offeror’s receipt. Owner will then return a fully signed copy to the Offeror.

3. CONTRACT DOCUMENTS

After execution of the Contract by Owner, Owner shall provide to Offeror at Owner’s expense, one (1) copy of the Contract Documents. Any further copies of the Contract Documents are at the sole expense of the Offeror. The Contract Documents shall consist of the Contract (including all exhibits thereto), the General Terms, any Supplementary General Conditions, all Addenda, any subsequently executed Change Orders, and any other documents, if any, identified in the Agreement as being part of the Contract Documents. The Contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.

7. PROPOSAL PROTEST

This section describes the mandatory administrative procedure whereby Offerors may challenge contracts or awards. ECS will process proposal protests in a timely



RFP NO: 25-001

ATHLETIC LIGHTING - BASEBALL FIELD

and consistent manner to assure that all Offerors are accorded equal consideration for the award of contracts.

Protests dealing with the specifications, or the solicitation shall be filed not later than three (3) working days prior to the proposal due date. Other protests shall be filed not later than three (3) working days after the proposal due date, or if the protest is based on subsequent action of the Owner, not later than three (3) working days after the aggrieved person knows or should have knowledge of the facts giving rise to the protest. Protests are considered filed when received by the ECS Superintendent. Issues not raised in the initial protest may be deemed waived at the discretion of ECS. Protests which are not filed in a timely manner, as set forth above, will not be considered.

ECS reserves the right to continue with the Project, notwithstanding a protest, if it finds, in its sole determination, that continuing with the Project is in the public's best interest.

Protests should be sent by Certified U.S. Mail, overnight delivery or hand delivery to the Superintendent at the address set forth in Section A3. The outside of the envelope should clearly state "Proposal Protest" in large bold letters.

Protests will be deemed received when they are physically received by the Superintendent. ECS will review and evaluate all proposal protests and base the decision on the merits of the protest. A written response will be provided by ECS with all findings and ANY specified remedies within ten (10) business days of the receipt of the protest.

[END OF SECTION]



RFP NO: 25-001
ATHLETIC LIGHTING - BASEBALL FIELD

SECTION E - PROPOSAL FORMS

1. ORIGINAL PROPOSAL FORMS FOR USE BY OFFERORS

- A. Request for Proposal; Submission Instruction and Requirements - Response must be provided to all requested information.
- B. Fill out and submit the following original proposal documents in your proposal:
 - 1. Offer Information Form (attached copy of business license) with References
 - 2. Offeror Response Form
 - 3. Offeror's Checklist
 - 4. Offer Security Form
 - 5. Non-Collusion Affidavit
 - 6. Georgia Security and Immigration Compliance Affidavit
- C. The selected Offeror shall fill out and submit the following forms within five (5) business days after receipt of the letter of intent to award a contract:
 - 1. Payment Bond (Labor and Material)
 - 2. Performance Bond
 - 3. Certificate of Insurance (form as provided by Offeror's insurer)

[END OF SECTION]



RFP NO: 25-001
ATHLETIC LIGHTING - BASEBALL FIELD

Exhibit 1

OFFEROR INFORMATION FORM AND REFERENCES

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

Full Company Legal Name: _____

Street Address: _____

City, State, Zip Code: _____

Contact Name for Solicitation: _____ Title: _____

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

Contact Name for Contract: _____ Title: _____

Type of Entity: ___ Corporation ___ LLC ___ Sole Proprietorship

Company Web Site: _____ State of Organization: _____

EIN/Taxpayer ID Number: _____

Please attach a copy of your Georgia business license



RFP NO: 25-001
ATHLETIC LIGHTING - BASEBALL FIELD

OFFEROR REFERENCE FORM

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

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Note: do not use Echols County Schools as a reference.

References for: _____
(Company Name)

1. Company: _____

Address, City, State, Zip: _____

Name/title of Contact Person: _____

Telephone : (_____) _____ E-mail: _____

Provide the scope of work and date of project: _____

2. Company: _____

Address, City, State, Zip: _____

Name/title of Contact Person: _____

Telephone : (_____) _____ E-mail: _____

Provide the scope of work and date of project: _____

3. Company: _____

Address, City, State, Zip: _____

Name/title of Contact Person: _____

Telephone : (_____) _____ E-mail: _____

Provide the scope of work and date of project: _____

Exhibit 2

OFFEROR RESPONSE FORM

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

Company Name: _____

After careful examination of the solicitation document in its entirety, **ECHOLS COUNTY SCHOOLS ATHLETIC LIGHTING- BASEBALL FIELD** and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

BASE BID:

ALTERNATE:

We propose to furnish and deliver all the deliverables and services named in the attached Request for Proposal (RFP) for the lump sum price set forth above. The price or prices offered herein shall apply for the period stated in the RFP.

It is understood and agreed that this statement of Proposal and proposal constitutes an offer, which when accepted, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the Echols County Schools ("ECS").

It is understood and agreed that we have read the ECS's specifications shown or referenced in the RFP and that this statement is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this statement meet or exceed all such ECS's specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications.

For consideration of this proposal, the undersigned hereby affirms that:

1. He/she is a duly authorized official of the offeror,
2. The proposal is being submitted on behalf of the offeror in accordance with any terms and conditions set forth in this document,
3. The offeror will accept any awards made to it as a result of the proposal submitted herein for a minimum of ninety (90) calendar days following the date of submission,
4. The offeror will accept the terms and conditions set forth in the contract template attached hereto.
5. The offeror will accept the terms and conditions set forth in the ECS general terms and conditions.

The undersigned acknowledges and incorporates each applicable Addenda number listed below in their response:

Check all that apply: No. 1 _____, No. 2 _____, No. 3 _____, No. 4 _____, No. 5 _____
No Addenda _____

If notified in writing by mail or delivery of the acceptance of the award, the undersigned agrees to furnish and deliver to the ECS within five (5) business days of the request, a certificate of insurance indicating the coverage's specified within this solicitation along with the required payment and performance bonds.

A contract shall be established which will set forth the terms of this agreement. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.

Respectfully submitted,

Company Name

Address

Authorized Company Representative Name

Authorized Company Representative Signature

Title

Date

Exhibit 3

OFFER SECURITY FORM

Bond Number _____

_____ Surety

_____ Offeror

ECHOLS COUNTY BOARD OF EDUCATION..... OWNER/Obligee

FIVE PERCENT (5%) OF THE AMOUNT OF THE BASE OFFER ATTACHED Amount of Bond

Project Description: **ECHOLS COUNTY SCHOOLS
ATHLETIC LIGHTING -BASEBALL FIELD**

Date of Proposal Submission:

RFP No:

WHEREAS, the Offeror is herewith submitting to OWNER the above described offer, which is attached hereto and made part thereof.

NOW, THEREFORE, the Surety and the Offeror are firmly held and bound, jointly and severally, to OWNER in the amount set forth above, lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, by these presents.

If the Offeror or any part of the offer shall be accepted and a contract awarded to the Offeror by OWNER, and if the Offeror shall well, truly and fully perform all the terms, conditions, and obligations to be kept and performed on the part of the Offeror, and shall within the required time enter into a written contract and shall furnish bond(s) as required by the contract and specifications, or the call for offers, or by law, with a surety acceptable to OWNER, then this obligation shall be void; otherwise it shall remain in full force and effect for a minimum period of 90 days from the date of the offer, or longer if required by law, or longer through mutual agreement of the OWNER and Offeror.

This instrument and the amount of money set forth above shall be applied toward, but shall not be considered a limitation upon, any damages which may be sustained by OWNER if the Offeror fails to execute a written contract, or fails to secure the necessary bond(s), or fails to comply with all the terms, conditions and obligations to be kept and performed on the part of the Offeror.

The maximum amount of Surety's liability claimable and recoverable under this instrument shall be and hereby is expressly limited to the amount of money set forth above. In addition to the liability of the Surety under this bond, the Court shall award to the prevailing party in any suit brought on this bond reasonable attorneys' fees and costs, even if such amounts exceed the penal sum of this bond.

Dated this _____ day of _____ 20 _____

OFFEROR

By (signed) _____
Signature of Authorized Person

Title _____

ACKNOWLEDGMENT BY AN ATTORNEY-IN-FACT

SURETY
By (signed) _____
Signature of Attorney-In-Fact

State of _____ SS _____

County of _____

On _____, before me, _____, a Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary
(Notary Seal)

Address _____
City, State _____
Telephone _____

**ATTACH CERTIFIED COPY OF POWER OF ATTORNEY AND ALL-PURPOSE ACKNOWLEDGMENT.
(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED.)**

**[Alternatively, in lieu of a bid bond, you may submit a certified or cashier's check in an amount equal to 5% of
your Base Offer]**

Exhibit 4

NON-COLLUSION AFFIDAVIT

1.01 GENERAL

- A. This Non-Collusion Affidavit shall be executed by Offeror and submitted with the proposal.
- B. Failure to submit this affidavit, filled out and signed in its entirety, shall result in the proposal being deemed non-responsive.

State of Georgia
 County of _____

The undersigned being first duly sworn, deposes and says that he or she is an authorized officer of Offeror with knowledge of the facts set out herein and the foregoing proposal, the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; the offer is genuine and not collusive or sham; the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a false or sham offer, and has not directly or indirectly colluded, conspired, connived, or agreed with any Offeror or anyone else to put in a sham offer, or anyone shall refrain from proposing; that the Offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of the Offeror or any other Offeror, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Offeror, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, the Offeror has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, offer depository, or to any member or agent thereof to effectuate a collusive or sham offer.

“The certifies under penalty of perjury under the laws of the State of Georgia the foregoing is true and correct.”

By _____
Print Name Signature and Title

(Affidavit shall be signed in cursive by Offeror or an authorized representative of Offeror. Do not type or use rubber stamp.)

Dated this _____ day of _____ 20 _____

(THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED.)

Exhibit 5

**CONTRACTOR AFFIDAVIT AND AGREEMENT
Georgia Security and Immigration Compliance**

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, and attests **under oath** that:

(1) the individual, firm, or corporation (“Contractor”) which is contracting with the Echols County School District has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended. 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 (SSA).

(2) Contractor’s correct user identification number and date of authorization is set forth herein below.

(3) Contractor agrees that the Contractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the Echols County School District, unless at the time of the contract said subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Contractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Contractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the sub-subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

Contractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification to the Echols County School District within five (5) business days after receiving the said Affidavit or verification.

(4) Contractor further agrees to and shall provide Echols County School District with copies of all other affidavits or other applicable verification received by Contractor (i.e.: sub-subcontractor affidavits and all other lower tiered affidavits) within five (5) business days of receipt.

EEV/Basic Pilot Program User Identification Number

Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

Company Name / Contractor Name

Date

BY: Signature of Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires:_____

THIS DOCUMENT CANNOT BE ALTERED, MODIFIED, OR CHANGED.

FAILURE TO SUBMIT THIS FORM OR ANY MODIFICATION(S) TO THIS FORM SHALL RENDER THE PROPOSAL NON-RESPONSIVE

Exhibit 6

PAYMENT BOND (LABOR AND MATERIAL)

Bond No. _____

THIS BOND IS EXECUTED WITH ANOTHER BOND IN FAVOR OF THE OWNER AS OBLIGEE
CONDITIONED UPON PERFORMANCE OF THE CONTRACT.

KNOW ALL MEN BY THESE PRESENTS:

That _____, as principal (hereinafter referred to
either as **“Principal”** or **“Contractor”**), and, _____

_____, as surety (hereinafter referred to as **“Surety”**), do hereby acknowledge
ourselves indebted and firmly bound and held unto the **Echols County School District** as Obligee (hereinafter
referred to as **“Owner”**) in the amount of _____ DOLLARS AND NO CENTS (\$_____
_____) to which payment Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a Contract with Owner bearing date of _____,
20____ for construction of _____ (the **“Project”**) in accordance with Contract
Documents prepared by _____ Architects, which said Contract is incorporated
herein by reference and made a part hereof, and is hereinafter referred to as the **“Contract”**).

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly
make payment to all claimants as hereinafter defined, for all labor and material supplied in the prosecution of
the work provided for in said Contract Documents, then this obligation shall be void; otherwise it shall remain
in full force and effect, subject, however, to the following conditions:

- 1) The said Surety to this bond, for value received, hereby stipulates and agrees that no change
or changes, extension of time or extensions of time, alteration or alterations or addition or
additions to the terms of the Contract or to the work to be performed thereunder, or the
specifications or drawings accompanying same shall in any wise affect its obligations on this
bond, and it does hereby waive notice of any such change or changes, extension of time or
extensions of time, alteration or alterations or addition or additions to the terms of the
Contract or to the work or to the specifications of drawings.
- 2) It is expressly agreed that this bond shall be amended automatically and immediately, without
formal and separate amendments hereto, upon amendment to the Contract Documents not
increasing the Price/Stipulated Sum more than twenty percent (20%) in excess of the original
Price/Stipulated Sum, so as to bind Contractor and Surety to the full and faithful performance
of the Contract as so amended. The term **“amendment”** shall include any alteration, addition,
extension, or modification of any character whatsoever.
- 3) A Claimant is defined as any subcontractor and any person supplying labor, materials,
machinery, or equipment in the prosecution of the work provided for in said Contract.
- 4) Every person entitled to the protection hereunder and who has not been paid in full for labor
or materials furnished in the prosecution of the work referred to in said bond before the
expiration of a period of ninety (90) days after the day on which the last of the labor was done
or performed by him, or materials or equipment or machinery was furnished or supplied by
him for which such claim is made, or when he has completed his subcontract for which claim
is made, shall have the right to sue on such payment bond for the amount, or the balance
thereof, unpaid at the time of the commencement of such action and to prosecute such action

to final execution and judgment for the sum or sums due him; provided, however, that any person having direct contractual relationship with a subcontractor, but no contractual relationship express or implied with Contractor, shall have the right of action upon the said payment bond upon giving written notice to said Contractor within ninety (90) days from the day on which such person did or performed the last of the labor, or furnished the last of the materials or machinery or equipment for which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied or for whom the labor was performed or done; provided further that nothing contained herein shall limit the right of action to said 90-day period. Notice may be served by depositing a notice, registered mail, postage prepaid, duly addressed to Contractor at any place it maintains an office or conducts its business, or its residence, in any post office or branch post office or any letter box under the control of the United States Postal Service, or notice may be served in any manner in which the sheriffs of Georgia are authorized by law to serve summons or process.

- 5) Every suit instituted under this section shall be brought in the name of the claimant without Owner being made a party thereto. The official who has the custody of said bond is authorized and directed to furnish, to any person making application therefor who submits an affidavit that he has supplied labor or material for such work and payment therefor has not been made, or that he is being sued on any such bond, a copy of such bond and the Contract for which it was given, certified by the official who has custody of said bond; this copy shall be primary evidence of said bond and the Contract and shall be admitted as evidence without further proof. Applicants shall pay for such certified copies and such certified statements such as fees as the official fixes to cover the cost of preparation thereof, but in no case shall the fee exceed the fees which the clerks of the superior courts are permitted to charge for similar copies.
- 6) No action can be instituted on this bond after one year from the date of the final acceptance of Owner.

This bond is given pursuant to and in accordance with the provisions of Article 5 of Chapter 91 of Title 36 of the Official Code of Georgia Annotated, and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereafter enacted and these are hereby made a part hereof to the same extent as if set out in full herein.

Signed and sealed as of _____, 20 ____

Signed, sealed and delivered
in the presence of:

1. _____

2. _____

(CORPORATE SEAL)

(Insert Name of Contractor)

By: _____
(signature)

Print: _____

Attest: _____

Signed, sealed and delivered
in the presence of:

(Insert Name of Surety)

1. _____

By: _____
(signature)

2. _____

Print: _____

(CORPORATE SEAL)

Attest: _____

[END OF FORM]

Exhibit 7

Performance Bond

Contract No _____

KNOW ALL MEN BY THESE PRESENTS:

That _____, as principal (hereinafter referred to either as **“Principal”** or **“ Contractor”**), and, _____

as surety (hereinafter referred to as **“Surety”**), do hereby acknowledge ourselves indebted and firmly bound and held unto the **Echols County School District** as Obligee (hereinafter referred to as **“Owner”**) in the amount of _____ DOLLARS AND NO CENTS (\$_____) to which payment Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Principal has entered into a Contract with Owner bearing date of _____, 20__ for construction of _____ (the **“Project”**) in accordance with Contract Documents prepared by _____ Architects, which said Contract is incorporated herein by reference and made a part hereof, and is hereinafter referred to as the **“Contract”**).

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform and comply with the terms and conditions of said Contract; and shall indemnify and save harmless Owner against and from all costs, expenses, damages, attorneys’ fees, injury or loss to which said Owner may be subjected by reason of any want of care or skill, default or failure of performance, wrongdoing, including patent infringement, or other misconduct on the part of said Contractor, its agents, sub-contractors or employees, in the execution or performance of said Contract, and shall fully reimburse and repay the said Owner any and all outlay, costs, and expenses which it may incur in making good any such default and shall guarantee all products and workmanship against defects, as defined in said Contract Documents, for a period of one year and shall replace all defective work and products for such period of one year then this obligation shall be null and void,; otherwise it shall remain in full force and effect.

- 1) The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the work or to the specifications or drawings.
- 2) It is expressly agreed that the penal sum of the bond shall be amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing, in the aggregate, the Price/Stipulated Sum more than twenty percent (20%) in excess of the original Price/Stipulated Sum, so as to bind the Principal and Surety to the full and faithful performance of the Contract as so amended. The term **“amendment”** shall include any alteration, addition, extension, or modification of any character whatsoever.
- 3) If, pursuant to the Contract Documents, Contractor shall be declared in default and terminated by Owner under the aforesaid Contract, Owner may take possession of the Project and finish the work by whatever method Owner may deem expedient, in accordance the Contract, and Surety shall remain obligated on this Bond. Surety agrees that said Surety shall, if required in writing to do so by the Owner, take such action as is necessary to complete said Contract.

- 4) Supplementary to and in addition to the foregoing, whenever Owner shall notify Surety that Owner has notice that Contractor has failed to pay any sub-contractor, materialman, or laborer for labor or materials certified by Contractor as having been paid for by Contractor, Surety shall, within thirty (30) days of receipt of such notice, cause to be paid any unpaid amount for such labor or materials.
- 5) It is expressly agreed by Principal and Surety that Owner, if it desires to do so, is at liberty to make inquiries at any time of sub-contractors, laborers, materialmen, or other parties concerning the status of payments for labor, materials, or services furnished in the prosecution of the work.
- 6) Surety agrees that other than as is provided in this bond it may not demand of Owner that Owner shall (a) perform any thing or act, (b) give any notice, (c) furnish any clerical assistance, (d) render any service, (e) furnish any papers or documents, or (f) take any action of any nature or description which is not required of Owner to be done under the Contract Documents.
- 7) No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner named herein or the legal successors of Owner.

This bond is given pursuant to and in accordance with the provisions of Article 4 of Chapter 91 of Title 36 of the Official Code of Georgia Annotated, and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereafter enacted and these are hereby made a part hereof to the same extent as if set out in full herein.

Signed and sealed as of _____, 20 ____

Signed, sealed and delivered
in the presence of:

(Insert Name of Contractor)

1. _____

By: _____
(signature)

2. _____

Print: _____

(CORPORATE SEAL)

Attest: _____

Signed, sealed and delivered
in the presence of:

(Insert Name of Surety)

1. _____

By: _____
(signature)

2. _____

Print: _____

(CORPORATE SEAL)

Attest: _____

[END OF FORM]

**EXHIBIT 8
FORM OF CONTRACT**

Attached.