



**City of McDonough SPLOST VI**  
**136 Keys Ferry Street, McDonough, GA 30253**  
**Phone: 770-957-3915 Fax: 770-97-7231**

**Website:[mcdonoughga.org](http://mcdonoughga.org)**

## **REQUEST FOR PROPOSAL**

*Sealed Envelope shall be marked with the following information:*

**RFP # 26-01**

**Architectural Design Services for Geranium Park**  
**Due Date February 25<sup>th</sup> and Time: 3:00pm**

<b>SCHEDULE OF EVENTS FOR</b> <b>RFP # 26-01</b>	
<b>Pre-Proposal Conference and site visit</b>	<b>None</b>
Deadline for requests for clarifications and questions. <b>Any possible exceptions to the bid specifications and/or terms and conditions should be addressed during this phase.</b> These requests will be answered in an addendum and must be emailed to: <a href="mailto:bholmes@mcdonoughga.org">bholmes@mcdonoughga.org</a>	<b>3:00 PM</b> <b>Date: February 2, 2026</b>
*Deadline for first addendum, if required, posted on the City of McDonough website: <a href="mailto:bholmes@mcdonoughga.org">bholmes@mcdonoughga.org</a>	<b>3:00 PM</b> <b>Date: February 11, 2026</b>
<b>Sealed proposals will be accepted until the <b>due date and time</b>. Any late submittals received will not be considered. Submittals are to be delivered to the City of McDonough, 136 Keys Ferry Street, McDonough, GA 30253.</b>	
<b>THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD</b>	
<b>COMPANY NAME:</b>	<b>DATE:</b>
<b>MAILING ADDRESS:</b>	<b>PHONE:</b>

CITY:		FAX:
STATE:	ZIP:	SSN OR FEDERAL TAX ID:
EMAIL:	TITLE OF AUTHORIZED REPRESENTATIVE:	
PRINTED NAME:	AUTHORIZED SIGNATURE:	

*\*The posting of additional addenda may be required, and it is the responsibility of the Proposer to ensure that they review the City's website for any additional addenda, and that they submit acknowledgement of all applicable addenda (on the included form) with their solicitation. Proposers should not expect to be individually notified by City of McDonough.*

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**Architectural Design Services for Geranium Park**  
**Due Date and Time: February 25<sup>th</sup> and Time: 3:00pm**

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## SECTION I - GENERAL OVERVIEW

### A. PURPOSE

**B.** The City of McDonough invites qualified Architectural Design Service firms to submit proposals for the Geranium Park Project, funded under SPLOST VI. The project will establish a destination passive park at Hwy 155 and Judy Drive that emphasizes health, wellness, family connection, and beautification.

**C.** Geranium Park is envisioned as a landmark destination for both the City of McDonough and Henry County residents. It will offer walking trails, a signature pedestrian bridge, wellness spaces, family gathering areas, and landscaped beautification features. The design must reflect the City's vision for a health- and wellness-themed park while ensuring high-quality, sustainable construction.

### D. GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

#### 1. Proposals Submission

- a. These instructions will bind proposers to terms and conditions herein set forth, except as specifically stated otherwise in special contract terms with any individual proposal. These instructions are to be considered an integral part of the proposal.
- b. Proposals may be submitted by mail, common carrier or delivered in person. Fax or electronic proposals are not acceptable. It shall be the duty of each proposer to ensure that their proposal is delivered within the time and at the place prescribed in this document. Proposals received prior to the time fixed in this proposal document will be securely kept unopened. A date/time stamp will be affixed to the envelope/package immediately upon its arrival to the Finance Department. Any proposal received at the office designated in this document after the exact time and date specified, will not be considered. If a late proposal is received via carrier, it will be marked "late proposal" and will not be opened. If a late proposal is hand delivered, it will be returned unopened to the presenter.
- c. At the date and time specified for the opening of the proposal, the proposal shall be publicly opened and read aloud for the information of proposers and others present.
- d. The proposal must be submitted **in a sealed envelope/parcel** on or before the date and time stated in this document and is to be mailed or delivered to:

**City of McDonough 136 Keys**

**Ferry St.**

**McDonough, Georgia 30253**

**RFP # 26-01**

**Architectural Design Services for Geranium Park**

- e. The Submittal Checklist must be reviewed, and the Proposer is to comply with the order of the submittal of documents. This document along with the cover page (page 1) is to be included with the proposal.
- f. The following items are to be submitted:
  - **One (1) unbound clearly marked "Original," of the proposal documents**
  - **Six (6) bound complete copies (not to exceed a 1/2" capacity ring binder) identical to the original proposal documents, and**
  - **One (1) digital copy in PDF format on a USB flash drive identical to the original proposal documents.** The USB flash drive should be labeled with the RFP number and proposer's name.
  - **If required – One (1) original "Cost Proposal." The Cost Proposal is to be submitted in a separate sealed envelope and marked "Cost Proposal."**

- g. All proposals must be manually signed and filled out legibly (typewritten or printed in ink) with all changes or corrections initialed by the person signing the proposal.
- h. If descriptive literature is attached to the proposal, your firm's name must be on all sheets submitted.
- i. Each proposal submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Proposal request. The failure or omission of any proposer to examine any form, instrument or document shall in no way relieve any proposer from obligations in respect to the proposal submittal or the compliance of the terms, conditions and requirements of the proposal.
- j. Individual contractors shall provide their Social Security number and proprietorships; partnerships and corporations shall provide their Federal Employer Identification number on page one of this proposal document and provide a completed W9 form to be submitted with the proposal.
- k. The authorized representative whose signature will appear on the proposal submitted certifies that the Proposer has carefully examined the instructions of this proposal and the terms and specifications applicable to and made a part of this proposal. The Proposer further certifies that the prices shown on the Proposal Price Submittal Form is in accordance with the conditions, terms and specifications of the proposal and that any exception taken thereto may disqualify the proposal.
- l. Any documentation submitted with or in support of a proposal or proposal shall become subject to public inspection under the Georgia Open Records Act. Labeling such information "Confidential", "Proprietary", or in any other manner shall not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract or purchase order.
- m. Individual contractors shall provide their Social Security number and proprietorships; partnerships and corporations shall provide their Federal Employer Identification number on page one of this proposal document and provide a completed W9 form to be submitted with the proposal.
- n. The authorized representative whose signature will appear on the proposal submitted certifies that the Proposer has carefully examined the instructions of this proposal and the terms and specifications applicable to and made a part of this proposal. The Proposer further certifies that the prices shown on the Proposal Price Submittal Form is in accordance with the conditions, terms and specifications of the proposal and that any exception taken thereto may disqualify the proposal.
- o. Any documentation submitted with or in support of a proposal or proposal shall become subject to public inspection under the Georgia Open Records Act. Labeling such information "Confidential", "Proprietary", or in any other manner shall not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract or purchase order.

## 2. Preparation of Proposals

- a. Negligence on the part of the proposer in preparing the proposal confers no right for withdrawal or modification in any way after the deadline for the proposal opening.
- b. Unit price must be shown on the Proposal Cost Submittal Form in this document. All proposals should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
- c. All product, equipment, article or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
- d. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the city, at no expense to the city. Unless otherwise specified, samples will be returned at the proposer's request and expense if items are not destroyed by testing.
- e. Full identification of each item proposal upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the proposer is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective proposers are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the proposal for further consideration. Final determination of equivalency will be determined by City of McDonough.

## 3. Clarification and Communication to City Concerning Proposal

- a. From time to time, the Finance Department may have to release written changes to solicitation. These formal written changes are called addendum or if multiple, Addenda. **It is the responsibility of the Proposer to ensure that they have all applicable addenda prior to the proposal submission. Therefore, we encourage all Proposers to frequently review the City's website: [mcdonoughga.org](http://mcdonoughga.org)**  
**All addenda forms must be signed and submitted with the proposal. Failure to respond and acknowledge any addenda, even after the proposal opening, shall result in a non- responsive proposal.**
- b. The successful firm's proposal and all addenda will become a part of the agreement resulting from this document.
- c. Proposers seeking an award of a City of McDonough contract **shall not** initiate or continue any verbal or written communication regarding a solicitation with any officer, elected official, employee or other City representative without permission of the Finance Department between the date of the issuance of the solicitation and the date of the final contract award by the City Council. Violations will be reviewed by the Finance Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business shall be disqualified from consideration for award. **EXCEPTION** to the above would be emailing request for clarification and/or questions to the City Administrator's Office – [mcdonoughga.org](http://mcdonoughga.org). (These requests will be answered in an addendum. Please see schedule of events.)

#### **4. Pre-Proposal Conference**

The Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in the “Schedule of Events” of this RFP. Unless indicated otherwise, attendance is not mandatory, although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the supplier must attend the conference in its entirety to be considered eligible for contract award.

#### **5. Rejection and Withdrawal of Proposals**

- a. Withdrawal of Proposal due to errors, the supplier has up to forty-eight (48) hours to notify the Finance Department of an obvious clerical error made in calculation of proposal in order to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight-hour period.
- b. The city will make a recommendation of the proposal to the City Council within 60 days from date of the opening, unless the successful Bidder agrees in writing to a longer period for the award.
- c. The city may reject all or part of the proposal within 60 days of proposal opening.

#### **6. Proposal and Contract Documents**

- a. A proposal executed by an attorney or agent on behalf of the proposer shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the proposer.

**Corporation:** If the Proposer is a corporation, the proposal must be submitted in the name of the Corporation, not simply the corporation’s trade name. In addition, the proposal must be signed by an officer of the corporation.

**Partnership:** If the Proposer is a partnership, all partners must sign the proposal. If all the partners do not sign the proposal, then the names of all those except limited partners must be furnished on the proposal and evidence of the authority of the signer(s) to execute the proposal on behalf of the partnership.

**Limited Liability Company (LLC):** If the Proposer is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the bid documents.

**Sole Proprietorship or Individual:** If the Proposer is a sole proprietor or individual, a signature is required on all bid documents by that individual.

- b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- c. Contract Term – The time period of the agreement, if any is formed from this RFP, will be determined after the review and evaluation of the Timeline Schedules submitted by the successful Consultant.

#### **7. Exceptions and Omissions**

Any exceptions to the specifications and/or terms and conditions must be addressed during the question/clarification and addendum phases.

## **8. Alterations of Solicitation and Associated Documents**

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the proposer may make notes to those areas, but may not materially alter any document language.

## **9. Cost Incurred by Vendors**

All expenses involved with the preparation and submission of the RFP to the McDonough City Council, or any work performed in connection therewith is the responsibility of the vendor(s).

## **10. Codes, Permits, Fees, Licenses and Law**

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- b. **Effective July 1, 2008:** All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law, O.C.G.A. Section 43-41-17.
- c. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-02, in all manner, and such are conditions of the contract. By submitting a proposal to the City contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance. Such attestation(s) shall be maintained and may be inspected by the City at any time. An affidavit of such compliance included with the proposal must be signed by the contractor, and will become part of the contract.

## **11. Safety**

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

## **12. Design, Standards and Practices**

Design, strength, quality of materials and workmanship must conform to the industry's acceptable standards of engineering practices and/or professional services.

## **13. Statement of Warranty**

A Statement of Warranty should include all applicable manufacturers' warranties and the Contractor's warranty in regard to equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

#### **14. Non-collusion**

By submitting a proposal in response to this solicitation, the proposer represents that in the preparation and submission of this proposal, said Proposer did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

#### **15. Nondiscrimination**

Notwithstanding any other provision of this Agreement, during the performance of this Agreement Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

#### **16. Drug Free Workplace Certification**

By signing the Supply Service Contract form, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-free Workplace Act”, have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Contractor’s employees during performance of the contract; and
- b. Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification:  
“As part of the subcontracting agreement with (Contractor’s name), (Subcontractor’s name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3”.
- c. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.
- d. Contractor may be suspended, terminated, or debarred if it is determined that:
  - (1) The Contractor has made false certification hereinabove; or
  - (2) The Contractor has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 50-24-3.

#### **17. Georgia Security and Immigration Compliance Act**

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between the City of McDonough and the successful Contractor.

## **18. Delivery and F.O.B. Destination**

- a. All prices shall include shipping and delivery cost to our destination; F.O.B., City of McDonough, Georgia, unless otherwise requested. The proposer shall handle all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, proposer shall supply all materials required. The city will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The proposer shall retain title for the risk of transportation, including the filing for loss or damages.
- b. The city desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

## **19. City's Tax Exemption**

The City of McDonough is exempt from Federal Excise Tax or Georgia Sales Tax with regard to goods and services purchased directly by the City of McDonough. Exemption certificates furnished upon request.

## **20. Award of Contract**

- a. The City of McDonough desires to complete the award process in a timely manner. The City reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the City with price and other factors considered. City of McDonough may elect to waive any technicalities. The proposal will be awarded to highest scored proposer(s), if awarded. The proposal specifications and results will be available on the City's website:  
[mcdonoughga.org](http://mcdonoughga.org).
- b. The City of McDonough reserves the right to reject any proposal if the evidence submitted by or investigation of the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on their proposal, an award may be made to the next low responsive and responsible proposer.

**Responsibility** - The determination of the proposer's responsibility will be made by the City based on whether the proposer meets the following minimum standard requirements:

- Maintains a physical location presence and permanent place of business.
- Has the appropriate and adequate technical experience required.
- Has adequate personnel and equipment to perform the work expeditiously
- Able to comply with the required or proposed delivery and installation schedule.
- Has a satisfactory record of performance.
- The ability of proposer to provide future maintenance and service for the use of the contract under consideration.
- Has adequate financial means to meet obligations incidental to the work.
- Such other factors as appear to be pertinent to either the proposal or the contract.

**Responsiveness** - The determination of the proposer's responsiveness will be made by the City based on a consideration of whether the proposer has submitted complete proposal documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

- c. The City of McDonough is subject to making records available for disclosure after the

City Council approval of the recommendation. The award shall be made by the McDonough City Council unless the lowest, qualified bid is less than the City's approval limit. No claim shall be made by the selected Consultant for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated for the proposal project.

## **21. Local Vendor Privilege**

- a. There is established in the City of McDonough, a local vendor privilege. Bids or proposals awarded to local vendors contribute to the local tax base and will therefore be given special consideration when bidding against out-of-jurisdiction (out-of-city) vendors. Bids or proposals received from local vendors will be given preference if such bid or proposal is responsive and within five (5) percent of the low bid submitted by any out-of-city bidder. In such instance, the local vendor will be given the opportunity to match the low bid offered by the out-of-city vendor. If such local vendor agrees to match the low bid received from the out-of-city vendor within the time specified by the city, the bid shall be awarded to the local vendor.
- b. A local vendor shall only be eligible to receive the benefit of this privilege if it meets each of the following requirements prior to any award of a contract or purchase:
  - (1) The business or supplier must operate and maintain a regular place of business within the geographical boundaries of Henry County; and
  - (2) The business or supplier must have a current occupational tax certificate; and
  - (3) The business or supplier must have paid all real and personal taxes owed the city; and
  - (4) The business or supplier must certify its compliance with the Georgia Security and Immigration Act.
- c. This policy shall not apply to any bid or proposal for material, equipment or services in excess of one hundred thousand dollars (\$100,000.00). In such cases, the bid award shall be subject to the competitive bidding requirements as otherwise provided herein or general law.

## **22. City Direction of Project Site and Monitoring of Work**

- a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of the City of McDonough. The Contractor shall provide and make available an appointee to the City for project coordination and supervision of Proposer installation personnel. Coordination consists of meeting with the City's SPLOST Coordinator to review the project before it begins; review procedures; review progress and to handle any problems until project completion.
- b. The successful Proposer will promptly correct all work rejected by the City as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether or not fabricated, installed, or completed. The successful Proposer will bear all costs of correcting such rejected work.
- c. The Contractor shall insure all trash generated by work performed shall be removed from the site and properly disposed as each work operation is completed in a given area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the project. If an inspection reveals that the Contractor fails to clean up after work has been performed. The City will notify the Contractor of the discrepancy, and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fails to clean the area, the City reserves the right to make other arrangements to have the area cleaned and the City shall deduct the cost from the Contractor's invoice.

No one except authorized employees of the Contractor is allowed on the premises of City of McDonough's

facilities. Contractor employees are not to be accompanied in their work area by acquaintances family members, assistants, or any other person unless said person is an authorized employee of the Contractor. All information disclosed by the City of McDonough to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor during the course of performing such work is to be kept strictly confidential.

### **23. Indemnification**

- a. The vendor that is selected as the contractor shall, at its own expense, defend (but only to the extent not prohibited by O.C.G.A. §13-8-2(c), indemnify, save and hold harmless the City of McDonough and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the City of McDonough and its elected and appointed officers, employees, servants and agents may incur as a result of the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.
- b. The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the City, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the contractor, but only to the extent and for such claims as are permitted under O.C.G.A. §13-8-2(c).

### **24. Controlling Law, Venue**

Any dispute arising as a result of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Henry County, Georgia. This Agreement shall be governed by the applicable laws of the County of Henry and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the County of Henry Judicial Courts.

### **25. Contractor as Independent Contractor**

In conducting its business hereunder, Contractor acts as an independent contractor and not as an employee or agent of City. The selection, retention, assignment, direction and payment of Contractor's employees shall be the sole responsibility of Contractor.

### **26. Assignment**

The Agreement, in whole or any part hereof, created by the award to the successful contractor shall not be sold, not be assigned or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of the City of McDonough.

### **27. Owner and Ownership of Documents**

The City of McDonough, 136 Keys Ferry Street, McDonough, Georgia 30253 is the owner of the proposed work. Reports and all relevant data such as maps, diagrams, plans, designs, electronic data, statistics, specifications, and other supporting records or drawings compiled or prepared in the course of performance of the services required by this contract shall be the absolute property of the City and shall not be used by the Contractor for purposes unrelated to this contract without the prior written approval of the City. Such original documents shall be turned over to the City upon completion of the project except that Contractor shall have the right to retain copies of the same.

## **28. Performance of Contract**

- a. The City of McDonough reserves the right to enforce the Contractor's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the Bidder's performance.
- b. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- c. The Contractor accepts the relationship of trust and confidence established by the award of this bid solicitation. The Contractor covenants with the City to utilize the Contractor's best skill, efforts and judgment in furthering the interest of the City; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the City,
- d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

## **29. Default and Termination**

### **a. Termination by Contractor**

The agreement resulting from this bid shall be subject to termination by Contractor in the event of any one or more of the following events: The default by City in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of City to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Contractor to remedy the same.

### **b. Termination by City**

The agreement resulting from this bid shall be subject to termination by the City at any time in the opinion of the City; the contractor fails to carry out the contract provisions of any one or more of the following events:

- (1) The default by Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction, the City shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the city, the city may exercise their option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the city.
- (2) Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- (3) Contractors' failure to conduct services according to the approved bid specifications.
- (4) Contractors' failure to keep, perform, or observe any other term or condition of this Agreement.
- (5) Contractor's performance of the contract is unreasonably delayed.
- (6) Should the successful Bidder fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications

and any other requirements contained herein are not met, the City reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.

(7) The Contractor agrees by its bid submission that the City's decision is final and valid.

c. **Force Majeure**

Neither party shall be held to be in breach of the Agreement resulting from this bid, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

d. **Waiver**

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

**30. Invoices**

Invoices and/or statements should not be faxed but originals must be mailed directly to: City of McDonough  
Finance Department  
136 Keys Ferry Street  
McDonough, GA 30253

The following information must appear on all invoices submitted:

- Name and address of successful Bidder;
- Detailed breakdown of all charges for the services or products delivered stating any applicable period of time;
- City of McDonough's Purchase Order Number and Bid Package number;
- Invoices shall be based upon actual services rendered, actual work performance and/or products delivered.

**31. Payment**

Payment shall be tendered to the successful Bidder upon acceptance and approval by the City for satisfactory compliance with the general terms, conditions and specifications of the bid; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted; and receipt of a valid invoice.

## SECTION II - SPECIFICATIONS

### SCOPE OF WORK

**RFP: Architectural Design Services for Geranium Park**

**Issuing Agency:** City of McDonough, Georgia – Anticipated Award Date: TBD

### Project Overview

The City of McDonough seeks a qualified Architectural Design Team to provide professional planning, architectural, landscape architectural, and engineering design services for Geranium Park, a signature passive recreational park located in Henry County, Georgia. Funded under SPLOST VI, this project will transform the designated site into a premier community asset centered on wellness, relaxation, beautification, and family-oriented passive recreation.

The selected Design Team will be responsible for guiding the project through concept development, community engagement, and the preparation of complete construction-ready design and permitting documents.

**Construction services are not included** in this solicitation.

### Project Goals

The overall goals of the Geranium Park project include:

- Establishing Geranium Park as a destination park that enhances McDonough's and Henry County's park system and attracts both local and regional visitors.
- Creating a passive-use park that promotes physical health, mental well-being, and quality of life through walking, meditation, relaxation, and wellness activities.
- Providing a safe, accessible, and family-friendly environment designed for intergenerational use and community gathering.
- Enhancing the site's visual, ecological, and aesthetic character through thoughtful landscaping, sustainable design, and beautification.
- Delivering a park design that reflects the City's commitment to wellness, beautification, and long-term community investment.

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## 2. Scope of Work

The Architectural Design Team shall be responsible for all aspects of planning, design, permitting support, and community engagement for Geranium Park. The scope of work includes, but is not limited to, the following elements:

### 2.1 Site Planning and Analysis

- Conduct site evaluations and coordinate required surveys and assessments, including topographic, environmental, and geotechnical information (as provided or obtained by the City).
- Analyze existing site conditions, utilities, drainage patterns, and constraints.

- Develop a comprehensive master plan that reflects the park's role as both a destination park and a gateway feature for the City.
- Incorporate stormwater management concepts, grading strategies, and erosion control approaches into the design.
- Evaluate grading alternatives that balance accessibility, aesthetics, cost, and preservation of desirable viewsheds.

## 2.2 Walking Trails

- Design a looped walking trail system that encourages exploration and provides a continuous, scenic walking experience.
- Identify locations for seating nodes along trails to serve as rest areas, reflection points, and informal gathering spaces.
- Ensure trail layouts and features comply with **ADA accessibility standards** and accommodate users of all ages and abilities.

## 2.3 Pedestrian Bridge Over the Creek

- Design a signature pedestrian bridge to serve as a focal point and defining element of the park.
- Incorporate architectural and aesthetic features that reinforce the park's identity as a destination and gateway project.
- Evaluate design solutions that integrate or visually screen existing infrastructure, including utilities or pipelines within the creek or pond area, to minimize visual impact and avoid unnecessary relocation costs where feasible.
- Specify durable, low-maintenance materials compatible with the natural setting.

## 2.4 Wellness and Activity Areas

- Design open green spaces intended for meditation, and wellness programming.
- Identify locations for shaded structures, pergolas, or small pavilions to support group activities.
- Create tranquil landscaped areas that promote relaxation and reflection.

## 2.5 Family and Community Gathering Spaces

- Design benches and pocket seating areas throughout the park.
- Plan picnic areas and small gathering nodes suitable for family outings and informal community use.
- Incorporate concepts for artistic or educational elements, such as public art or interpretive signage, reflecting themes of health, wellness, and community.

## 2.6 Beautification and Landscaping

- Prepare a destination-focused landscaping plan utilizing native and seasonal plantings to ensure year-round visual interest.
- Incorporate gateway design elements, including enhanced landscaping, monument features, or architectural accents, reinforcing Geranium Park's role as a City gateway.
- Include wellness-inspired design elements such as calming water features, sensory gardens, or pollinator-friendly plantings.

## 2.7 Supporting Infrastructure

- Identify existing utilities and coordinate design solutions to accommodate or visually screen infrastructure while maintaining functionality.
- Design lighting concepts along pathways, the pedestrian bridge, and gathering areas to ensure safety while preserving a natural ambiance.
- Coordinate utility layouts necessary to support long-term park operations.
- Ensure all park features comply with ADA accessibility requirements.

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### **3. Community Engagement Requirement**

Community engagement is a required and integral component of the design phase of this project. The Design Team shall conduct a structured public engagement process to ensure resident input informs design decisions and potential cost considerations.

At a minimum, the engagement process shall include:

- At least one public meeting or workshop with nearby residents and stakeholders.
- Opportunities for community feedback on park layout, amenities, grading, viewsheds, and overall character.
- Documentation of public input and a written summary describing how feedback influenced the final design.

The Design Team shall clearly communicate to the City how community preferences may affect design alternatives, scope, and projected construction costs prior to final design approval.

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### **4. Project Phases and Deliverables**

The Architectural Design Team shall provide the following deliverables:

- **Conceptual Master Plan** for review and approval by City leadership.
- **Community Engagement Summary Report** documenting public input and design responses.
- **Final Design and Construction Documents**, including site plans, landscape architecture, and structural details for trails, seating areas, and the pedestrian bridge, suitable for bidding.
- **Opinion of Probable Construction Cost** and design-phase cost estimates aligned with SPLOST VI funding.
- **Permitting support** through coordination with applicable agencies.

### **5. General Requirements**

All work under Georgia-licensed professionals; comply with all applicable codes and accessibility standards; maintain close coordination with City project management and provide regular updates.

#### **A. INSURANCE REQUIREMENTS**

General insurance requirements shall be applicable to the Contractor and any authorized subcontractor. Insurance requirements shall be based on conditions in place as of the date of the Contract's execution. Insurance companies must be licensed by the Georgia Department of Insurance and the Georgia Secretary of State to do business in the State of Georgia. The City reserves the

right to require adjustments in the level of coverage or waive any or all requirements based on information pertinent to this Contract.

**The certificate holder is to be issued to:**

**City of McDonough, Georgia**

**but delivered to:**

**City of McDonough Finance Department**

**136 Keys Ferry St**

**McDonough, Georgia 30253**

The following requirements shall also be applicable to the Contractor:

- a. Evidence of insurance must be provided to the City Administrator's Office, 136 Keys Ferry St., McDonough, Ga. 30253, within five days of execution of this contract and prior to commencing operations under this Contract;

**The Bid Package number and project name should be referenced in the description of operations. The certificates may be faxed to the Finance Department at 770-957-3915.**

- b. The insurance policy required herein shall include a Project-specific endorsement incorporating the indemnification obligations assumed by the Contractor under the terms of this Agreement.
- c. Any change in coverage or insurance carrier must be reported to the City's Finance Office in writing within five business days of the change.
- d. Failure of any Contractor to procure and maintain the required insurance shall not relieve the Contractor of any liability under the Contract, nor shall these requirements be construed to conflict with the obligation of the Contractor concerning indemnification;
- e. Any and all insurance required by this Contract shall be maintained during the entire term of this Contract;
- f. The City shall, without exception, be given no less than thirty (30) days notice prior to cancellation for any and all reasons other than non-payment of premium; and
- g. The City shall, without exception, be given immediate notification in the event of cancellation for reasons of non-payment of premium.
- h. The Contractor shall procure and maintain insurance coverage in the following particulars:

**Workers Compensation Insurance**

In the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers compensation stating that the Contractor qualifies to pay its own workers compensation claims.) In addition, the Contractor shall require that all subcontractors occupying the premises or performing the work under the contract to obtain an insurance certificate showing proof of Worker Compensation Coverage with the following minimum coverage:

Georgia Statutory including Employers Liability	
Bodily injury by Accident – each employee	\$100,000
Bodily injury by Disease - each Employee	\$100,000
Bodily injury by Disease – policy limit	\$500,000
 <b><u>Commercial General Liability</u></b>	
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000 (per project)
Products/Completed Operations Aggregate Limit	\$2,000,000
 <b><u>Automobile Liability</u></b>	
Combined Single Limit	\$1,000,000
 <b><u>Professional Liability</u></b>	
Each Occurrence	\$1,000,000
 <b><u>Umbrella Liability</u></b>	
If hazardous substances are involved:	\$2,000,000
Contractor's Pollution Liability (with 1-year extended reporting period) Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

## **B. BOND REQUIREMENTS**

- a. All Bids shall be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the bid for the complete work. The Bid Bond shall be forfeited to the City of McDonough, Georgia as liquidated damages if the Bidder fails to execute the Contract and provide Performance and Payment Bonds within fifteen (15) calendar days after being notified that he has been awarded the Contract. The Bid Bond shall be in the form of a surety issued bond made payable to the City of McDonough. The Surety Company shall be licensed to do business in the State of Georgia and listed in the Department of the Treasury Circular 570, latest edition. The Surety Company shall have an A.M. Best Company minimum rating of "A" with a financial size of VI "6" or better.
- b. The Owner will require 100% Performance and Payment Bonds. If awarded the Contract, the bidder will execute the Contract and provide the bond(s) as required by the Specifications. The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within fifteen (15) calendar days after he has received notice of the acceptance of the bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.
- c. All Proposal Guaranties may be retained until the Contract and the Contract Bonds have been signed and approved. Early release of Proposal Guaranties will be considered if a request is made in writing. The Department reserves the right to return all Proposal Guaranties by registered or certified mail, and its responsibility pertaining to them will end when they are mailed.

## SECTION III - PROPOSAL FORMAT

### A. TECHNICAL PROPOSAL FORMAT

Provide four (4) sections under separate tabs as follows:

#### Section 1 – Executive Summary

The executive summary shall include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the potential problems and concerns

#### Section 2 – Company's Qualifications and Relevant Project Experience

##### 1. Firm or Firms' Information

- a. Firm local name, address, and telephone number
- b. Primary local contact person(s) and telephone number(s)
- c. Total number of firm's local full-time employees
- d. Year firm established
- e. Listing, description and outcome of all litigation involving the proposer in the last 5 years.

##### 2. Experience:

- a. List of comparable full service Design projects completed in the last 5 years. Include: size, cost, total fee, time to complete design services, scope of design services, time to construct facility, description and cost of contractor change orders, special features (energy conservation, etc.), awards received, and type of project (be sure to specify which projects were similar to facilities of this size and type).
- b. Provide no more than 3-5 examples of your experience as prime contractor in constructing facilities similar to this project (OR other public and private projects that indicate similar experience). For each of these projects:
  - (1) Provide photographs.
  - (2) Provide a reference familiar with your performance on the project. It is the proposer's responsibility to ensure that the listed contact and phone number are current.
  - (3) Provide an Architectural Design reference (with current phone number) familiar with your performance on each project.
  - (4) Provide a Program Manager reference (if applicable).
  - (5) List the individual who served as the Project Executive/Director, Project Manager, Superintendent, and Cost Estimator. Please note whether this individual is still employed with your firm.
- c. For those projects listed in 1 and 2 above, indicate those projects that included architect, engineering consultant, and contractor serving a corporate or public client as a team.

##### 3. References

Include references for related work over the past three (3) years, including client name, mailing address, contact name and phone number, email address, and a description of the services provided, including project dates and special features

#### 4. Staffing Management

- a. Provide a proposed City/Architect/Engineer Organizational Chart, which identifies individual names and areas of responsibility.
- b. Submit brief resumes of each key team member, as listed below, in this section of the RFP.
  - Design Project Manager
  - Design Superintendent
  - Design Field Engineer
  - Design Safety Supervisor
  - Architect responsible for all architectural issues and specifications.
  - Civil Engineer responsible for civil engineering and specifications
  - Structural Engineer responsible for structural engineering and specifications
  - Life/Safety Engineer (certified) responsible for life/safety engineering and specifications
  - Mechanical Engineer responsible for mechanical design and specifications
  - Plumbing Engineer responsible for plumbing engineering and specifications
  - Electrical Engineer responsible for electrical engineering and specifications
  - Fixtures & Equipment Specification Technician responsible for selection and specifications
  - Other specialty consultants as applicable
  - Materials testing & inspection consultant
  - Major Subcontractors

Resumes shall show at least the following:

- Name, specialty, job title, and project job title. The project job title must correspond with the positions listed.
- Years of relevant experience with firm, and experience with previous employers. Project experience descriptions must include dates.
- Academic degree(s), discipline and year degree(s) received.
- Professional registrations.
- Name of the firm(s) responsible for the individual and office location where employed.
- A synopsis of specific experience, skills, training, or other qualities, which demonstrate the individual's ability to fulfill the duties of their position.

- c. Provide a current list of other commitments by the Design and its architects, engineers, and other key team members and estimated completion dates by project in this section of the RFP.
- d. Identify the individual who, from project start to finish, will be the leader of your Design team and the principal point of contact along with other consultants.

## **Section 3 - Approach and Design**

### **1. Design Solution**

Provide your design solution to the requirements of the RFP, as described in the scope of work.

### **2. Services**

- a. Provide a comprehensive outline of the steps you propose in order to meet the services required in this RFP. This detail should indicate what is to be done, who individually, and by name is responsible for doing it, and when it is to be completed.
- b. Please answer the following questions and/or provide adequate responses:
  - (1) Provide one page overview of services typically performed for similar projects using Design techniques.
  - (2) How would you implement these services to ensure the success of this project?
  - (3) How does your firm implement cost control and scheduling activities ?
  - (4) Explain your approach to value engineering, citing relevant, specific examples.
  - (5) Occasionally, subcontractors and suppliers go bankrupt during the course of a project. What would you do to protect the city from being adversely affected by such an occurrence?
  - (6) Describe how your firm would assist the city in assuring participation by local contractors. Include examples of other projects where you have been successful in meeting similar goals.
  - (7) Describe your approach to team work on a project of this magnitude.

## SECTION IV – EVALUATION AND SELECTION CRITERIA

City of McDonough's selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored through a process by the City's staff.

The Proposer's submittal must fully address the requirements listed in this solicitation and the Firm's degree of experience, knowledge, and ability to provide experienced and qualified support staff. The proposal is not to have any exclusions, conditions or provisions applied to the aforementioned request. It is the City's intention to select a firm which is the most qualified to meet the City's needs. The award shall be based on but not limited to the following factors:

RFP EVALUATION CRITERIA	Scoring Value Maximum Points
<b>Relevant Experience and References</b> <ul style="list-style-type: none"> <li>• Description of comparable projects.</li> <li>• References for related work over the past three (3) years, including client name, mailing address, contact name and phone number, email address, and a description of the services provided, including project dates and special features.</li> </ul>	20
<b>Experience and Availability of Key/Assigned Staff</b> <ul style="list-style-type: none"> <li>• List of proposed personnel to be specifically assigned to this project, including their qualifications, overall experience on projects of similar scope, and résumés.</li> <li>• List of commitments of key team members and estimated completion dates by projects.</li> </ul>	20
<b>Methodology and Technical Approach to the Project, Quality and Completeness of the Response of the Proposal.</b> <ul style="list-style-type: none"> <li>• Clear indication that all minimum requirements are met.</li> <li>• Quality of proposal that indicates clear understanding of scope of work.</li> <li>• Submission of concept drawings that provide a clear design solution.</li> <li>• Draft schedule that includes milestones and estimated time of completion.</li> </ul>	30
<b>Cost Proposal (Total Architectural Design Services Costs for Geranium Park)</b>	30
<b>MAXIMUM SCORING POINTS TOTAL</b>	
<b>Oral Presentation/Interview</b> At its sole discretion, the Evaluation Committee made up of City employees may require an interview/presentation before the final selection and award to a Firm. Submittal of material and information during an interview/presentation could add up to 15 additional points to the total score of the Firm.	15 (possible additional points if an oral presentation is requested)

### The Scoring Formula for the above Scoring Value Maximum Points is as follows:

Excellent	.75 - 1.00
Good	.50 - .74
Fair	.25 - .49
Poor	0 - .24

Multiply scoring formula by possible scoring value maximum point allotment. *Example:* If you score a firm .6 (Good) on **Relevant Experience and References** and multiply .60 x 20 (maximum scoring points), this would equal to 12 points.

**SPECIAL NOTE** - the Proposal Cost will be evaluated as follows:

- Low Conforming Proposal 30 points
- Proposals within 5% of Low Proposal 25 points
- Proposals within 7% of Low Proposal 20 points
- All Others 15 points

Best and Final Offer Process represents an optional step in the selection process and may be used when:

- a. No single response addresses all the specifications.
- b. The cost submitted by all proposers is too high.
- c. The scores of two (2) or more proposers are very close after the evaluation process.
- d. All proposers submitted responses that are deficient in one or more area.

The City of McDonough reserves the right to remove the high score and the low score for each offer if deemed necessary.

The City reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the City reserves the right to negotiate with the second highest ranked Contractor. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

# City of McDonough

## Standard Contract Form

Solicitation Title	Solicitation Number	Contract Number					
1. This Contract is entered into between City of McDonough and the Contractor named below:							
City of McDonough		(hereafter called City)					
Contractor's Name		(hereafter called Contractor)					
2. Contract to Begin:	Date of Completion:	Renewals:					
3. Lump Sum Amount of this Contract (if applicable)	Fee Represented as a Percentage of Designated Cost (if applicable)	Revenue Represented as a Percentage of a Designated Lump Sum or Income Stream (if applicable):	Annual Contract Price Agreement (if applicable)				
4. The parties agree to comply with the terms and conditions of the following documents which are by this reference made a part of the Contract:							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">1: All Terms, Conditions and Statements of Work Included in Solicitation and Addendum (referenced above)</td> </tr> <tr> <td>2: Bid or Proposal Submitted by Contractor along with Contractor's Final Response</td> </tr> <tr> <td>3: Fee/Cost Submitted by Contractor</td> </tr> <tr> <td>4: All Other Documentation Required in Solicitation</td> </tr> </table>				1: All Terms, Conditions and Statements of Work Included in Solicitation and Addendum (referenced above)	2: Bid or Proposal Submitted by Contractor along with Contractor's Final Response	3: Fee/Cost Submitted by Contractor	4: All Other Documentation Required in Solicitation
1: All Terms, Conditions and Statements of Work Included in Solicitation and Addendum (referenced above)							
2: Bid or Proposal Submitted by Contractor along with Contractor's Final Response							
3: Fee/Cost Submitted by Contractor							
4: All Other Documentation Required in Solicitation							
<b>IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.</b>							
5.							
<b>Contractor</b>							
Contractor's Name ( <i>If other than an individual, state whether a corporation, partnership, etc.</i> )		Federal Identification No.					
By ( <i>Authorized Signature</i> )		Date Signed					
Printed Name and Title of Person Signing							
Address							
Telephone Number		E-mail Address					
6.							
<b>City of McDonough</b>							
<b>Mayor, City Administrator or Designee</b>							
By ( <i>Authorized Signature</i> )		Date Signed					
Printed Name and Title of Person Signing							
Address <b>136 Keys Ferry Street, McDonough, Georgia 30253</b>							

## BID AUTHORIZATION AFFIDAVIT

STATE OF GEORGIA  
CITY OF MCDONOUGH

BEFORE ME, the undersigned authority a Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_ who, after having first been duly sworn, upon oath did depose and say; that the forgoing bid submitted by \_\_\_\_\_ hereafter called "Bidder" is duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this Agreement, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Request for Bid.

Bidder Information:

---

(Company)

---

(Signature)

---

(Address)

---

(Printed Name)

---

(City, State, Zip)

---

(Title)

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

(Seal)

(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY YOUR RESPONSE)

## NON-CONFLICT OF INTEREST

By submitting an offer in response to this solicitation, the Firm represents that in the preparation and submission of this proposal, said Firm did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

\_\_\_\_\_  
(Officer of Firm) certifies that to the best of our knowledge, no circumstances exist which shall cause a conflict of interest in performing services for City of McDonough, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this request for proposal.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Address: \_\_\_\_\_

## **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT AND AGREEMENT**

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

---

Federal Work Authorization/ E-Verify User Identification Number

---

Date of Authorization

---

Name of Contractor

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:

---

**RFP # 26-01**  
**Architectural Design Services for Geranium Park**

**Due Date and Time: February 25<sup>th</sup> and Time: 3:00pm**

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**CHECKLIST FOR RFP DOCUMENTS**

*Failure to include all required documents will result in proposal being removed for consideration for award.*

<b>DOCUMENTATION DESCRIPTION</b>	<b>Please check</b>
Any Required Documents cited in RFP	<input type="checkbox"/>
Specifications W-9	<input type="checkbox"/>
<i>Forms:</i>	
Solicitation Form (Page 1 of this Document) Addendum Cover Sheet(s)	<input type="checkbox"/>
(If applicable.) Bid Authorization	<input type="checkbox"/>
Affidavit	<input type="checkbox"/>
Non-Conflict of Interest	<input type="checkbox"/>
Georgia Security & Immigration Compliance Act Affidavit & Agreement	<input type="checkbox"/>
Cost Proposal ( <i>Submit in a separate sealed envelope marked as "Cost Proposal."</i> )	<input type="checkbox"/>
RFP Documents Submittal Checklist/Addenda Acknowledgement (this page)	<input type="checkbox"/>

---

**ADDENDA ACKNOWLEDGEMENT**

**Failure to acknowledge any addenda will result in a non-responsive bid.**

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No.	_____	Dated
Addendum No	_____	Dated
Addendum No.	_____	Dated
Addendum No.	_____	Dated

---

***This affirms that all documents are included with the proposer's RFP package.***

---

\_\_\_\_\_  
Company's Name

\_\_\_\_\_  
Date

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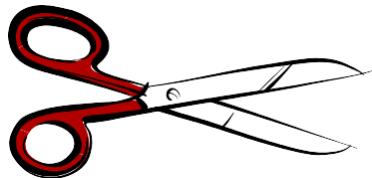
\_\_\_\_\_  
Authorized Representative's Name  
Signature (Print or Type)

\_\_\_\_\_  
Authorized Representative's

## SECTION VI – REQUEST FOR PROPOSAL LABEL

**PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE**

*This label **MUST** be affixed to the outside of the envelope or package, even if it is a “No RFP” response. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified.*



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### REQUEST FOR PROPOSAL ENCLOSED

RFP # 25-00

**Geranium Park Architectural Design**

**Due Date and Time: February 25, 2026 at 3:00 PM**

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Vendor Name

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Address

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City, State, Zip Code

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**DELIVER TO: City of McDonough Finance Department  
136 Keys Ferry Street  
McDonough, GA 30253**