

Request for Proposal

Purchase and Installation of Nine (9) Generators at Carroll County Fire Stations

Carrollton, Georgia 30117

RFP No. FR26-A001 / FEMA Project No. HMGP 4685-0027

Issue Date: September 9, 2025

Issued By: Carroll County, Georgia
Board of Commissioners
323 Newnan St
Carrollton, Georgia 30117

Inquiries: Sunday Cook
Purchasing Analyst
34 Horsley Mill Rd
Carrollton, Georgia 30117
scook@carrollcountyga.gov

Mandatory Pre-Bid: September 16, 2025, at 10:00 a.m.

Questions Due: September 24, 2025, at 12:00 p.m.

Proposals Due: October 7, 2025, at 2:00 p.m.

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I. Introduction

The **Carroll County Board of Commissioners** (the “County”) is requesting Proposals for a certified electrician to purchase and install nine (9) fixed generators, each rated for 48 hours of operation, at nine (9) Fire Stations located in Carroll County. These generators will provide power to Carroll County Fire Stations in the event of a power outage. Proposer shall provide a generator maintenance schedule to be performed by County maintenance personnel.

The purchase and installation of the generators is governed by the standards of the Hazard Mitigation Grant Program, a federal grant program seeking to mitigate the damage resulting from severe storms and tornadoes in the state of Georgia. The governing Hazard Mitigation Grant Program Agreement No. 4685-0027 is attached hereto as **Exhibit “F”** (The “HMGP Grant Application”).

The County will self-perform the site work in preparation for the installation of the generators. The County has marked the installation location of each generator and will be responsible for grading and installation of the concrete pads. The concrete pad will be a 3000-psi ready mix, 4 feet x 10 feet, 6 inches deep, with 3-inch PVC conduit stubbed out for electrical hookup. PVC to be installed by Proposer. The Proposer must be willing and able to coordinate with the County to adhere to the proposed installation schedule. This Project must be completed on or before April 16, 2026, in accordance with the HMGP Grant Application .

The County plans to select the most qualified Contractor to enter into a contract for the Project. The procedures for public works construction contracts as established by the Georgia Local Government Public Works Construction Law, O.C.G.A. § 36-91-1 *et seq.* shall be followed. Final selection will be made in accordance with the policies and administrative directives of the County and any other statutory provisions.

Responses must be received by Carroll County at 34 Horsley Mill Rd, Carrollton, Georgia 30117 on or before **2:00 p.m. EST on October 7, 2025**, after which time and date they will no longer be accepted. Late responses will be returned unopened and will not be considered. To be accepted, all responses must be marked "**Sealed Competitive Proposal for Contractor for Purchase and Installation of Nine (9) Generators at Carroll County Fire Stations (FR26-A001)**" (the “Proposal”), and submitted by **delivery of one original and thirteen (13) copies to the following address:**

Sunday Cook
Purchasing Agent
Carroll County Board of Commissioners
34 Horsley Mill Rd
Carrollton, Georgia 30117
770-830-5985 / scook@carrollcountyga.gov

Pricing must be submitted in a separate sealed envelope clearly marked: “PRICING for Contractor for Purchase and Installation of Nine (9) Generators at Carroll County Fire Stations FR26-A001.”

Oral, email and facsimile responses are NOT acceptable.

Scope of Work

The county is requesting proposals for nine (9) fixed 40KW, Single Phase, 240/120V generators with 200A ATS, Automatic Controls, Running Load 40KW, Starting Load 53KW, rated for 48 hours of operation, installed at nine (9) Fire Stations located within Carroll County. The County requests commercial generators manufactured by one of the following manufacturers: Cummins, Caterpillar, Kohler, or Generac. The address of each fire station is provided below. The contractors’ bid shall include generators, shipping of the generators, transfer switches, and any additional materials needed to complete the electrical portion of the generator hookups. The contractor must install generators in accordance with all applicable local and national building and electrical codes, in addition to the Generator Codes and Standards provided in the Supplemental Materials section. Bid, purchase, and the work must comply with the HMGP Grant Requirements attached hereto as **Exhibit “F”**. Bid proposals must include details of the manufactures warranty, as well as a statement outlining the contractor’s warranty related to the generators.

Addresses of the nine Fire Stations locations where generators shall be installed:

Station 1: 3059 Highway 5W, Bowdon, GA

Station 2: 188 Hwy. 78E, Temple, GA

Station 4: 20 West Dr., Roopville, GA

Station5: 2675 Hwy. 16S, Carrollton, GA

Station 7: 250 Bowdon Junction Rd., Carrollton, GA

Station 8: 50 Hwy. 5E, Whitesburg, GA

Station 12: 3048 Hwy. 5E, Carrollton, GA

Station 14: 7122 Smithfield Rd., Bowdon, GA

Station 15: 3200 Hog Liver Rd., Carrollton, GA

Supporting documentation of generator locations, the scope of work, and the HMGP Grant Requirements are attached hereto as **Exhibit “F”**.

II. Project Selection Timeline

The following schedule represents the Owner's best estimate of the schedule that will be followed. All times indicated are prevailing times in Carroll County, Georgia. The Owner reserves the right to adjust the schedule as needed.

Issuance of RFP: September 9, 2025
Mandatory Pre-Bid Meeting: September 16, 2025, at 10 a.m.
Written questions and requests for clarifications due: September 24, 2025, at 12 p.m.
County responds to written questions: September 29, 2025
Proposals Due: October 7, 2025, at 2 p.m., EST
Interviews with Finalists by Committee, if conducted: Oct. 8, 2025
Board of Commissioners Selection: November 4, 2025 (Estimate)
Contract signed within 30 days after award by County.

Please direct all questions regarding this RFP and the Project to the contact listed below:

Sunday Cook, Purchasing Agent
Carroll County Board of Commissioners
34 Horsley Mill Rd
Carrollton, GA 30117
Phone: 770-830-5985
Email: scook@carrollcountyga.gov

RESTRICTION OF COMMUNICATION: Other than responses to the Owner's Purchasing Analyst designated herein, from the issue date of this RFP until a successful proposer is selected and the selection is announced, proposers are not allowed to communicate for any reason with any members of the Evaluation Committee or County elected officials, employees or agents, except for submission of questions and Proposals as instructed in these Instructions, or during the proposer's conference (if applicable), or as provided by any existing work agreement(s). For violation of this provision, the Owner reserves the right to reject the Proposal of the offending proposer.

The County reserves the right to select or reject any and all responses as a result of this Request for Proposal. The County is not liable for any costs incurred by any person or firm responding to this Request for Proposal.

A mandatory Pre-Proposal meeting will be held on September 16, 2025, at 10:00 a.m. at the 34 Horsley Mill Rd, Carrollton, GA 30117. Any person or entity that fails to attend the mandatory Pre-Proposal meeting will not be permitted to submit a Proposal for the Project and any Proposal submitted by a person or entity that did not attend the mandatory Pre-Proposal meeting will be returned unopened.

Proposals received after the date and time referenced in this Request for Proposal will be considered non-responsive and will not be accepted. The County shall have the right to terminate the relationship with the Contractor at any time without cause.

III. General Information

Proposal Format

Proposals must be submitted in the format outlined in this document. Prior to actual evaluation, each Proposal will be reviewed to determine whether or not it is complete. Proposals that do not contain the information requested will not be considered. Respondents shall use the prescribed format to clearly indicate their experience and qualifications.

Responsibility; No Joint Venture

The selected firm will be required to assume total responsibility for all services offered in its Proposal. The selected firm will be considered the prime contractor and the sole point of contact with regard to all contractual matters. Owner does not desire to enter into “joint-venture” agreements with multiple firms.

Required Bonds and Insurance

The firm shall provide the County with the required bonds listed in the Proposal Documents.

Proposal Security: A Bid Bond shall be included in the construction bid envelope. The Bid Bond shall be payable to Carroll County in the amount of Five Percent (5%) of the Proposal Amount.

Performance and Labor and Material Payment Bonds: The accepted contractor shall furnish a proper Performance Bond and Labor and Material Payment Bond in the form attached hereto as **Exhibit “A”** covering the full amount of the Contract Price as security for the faithful performance of all work under the Contract and payment of all charges in connection therewith. The cost of these bonds shall be included in the contractor's bid.

To adequately protect the interests of the County, the successful respondent shall procure, and maintain in effect during the life of the agreement and at least twelve months thereafter, the insurance coverages set forth in the Small Construction Contract attached hereto as **Exhibit “B”**.

Taxes, Fees, Code Compliance and Licensing

The firm shall be responsible for the payment of any required taxes or fees associated with the contract. The firm shall also be responsible for compliance with all applicable codes, statutes, and HMGP Grant Requirements. All installation and construction work shall be done by sub-contractors licensed in the State of Georgia.

Payment

Contractor shall submit monthly payment applications using AIA G702 and AIA G703 Continuation Sheets, with Subcontractor lien waivers and other data required by Owner.

References

Submission of a response authorizes the County to make inquiries concerning the respondent and its officers to any persons or firms deemed appropriate by the County.

Inquiries

Questions that arise prior to the Proposal submittal date shall be submitted in writing to the County's Purchasing Analyst as set forth above.

Debarred and Suspended Parties

The County shall not award or permit any award (subaward or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".

IV. Selection Process

Phase I - Proposal Evaluation

Interested firms responding to this Request for Proposal must provide the information required to meet the criteria contained in "Response Format and Contents". The evaluation committee will evaluate submittals and choose the most highly qualified firm, and may invite them to participate in Phase II of the selection process if applicable.

The below listed criteria will be considered in choosing the most highly qualified Contractor, as more fully set forth in Attachments 8a and 9a:

- Firm History & Capability
- Current Work Load
- Project Personnel
- Schedule
- Bid

Phase II- Interviews

The firm or firms chosen as a result of the Phase I evaluation process may, at the discretion of the evaluation committee, be asked to participate in oral interviews. Following these interviews, the evaluation committee will recommend a firm to the County Board of Commissioners for review and approval in its sole discretion.

Signing of Contract

Upon the determination that the Project is feasible and acceptable to the County and final selection by the County, the County will enter into a Small Construction Project Contract attached hereto as **Exhibit "B"** where the basis of payment is a flat fee. No adjustment to the fee shall be made for any costs related to tariffs. Firms are encouraged to review and become familiar with the terms

and conditions of this contract. Owner does not intend to modify any language contained in general terms and conditions of the contract. Any exceptions proposed by a firm must be included in the Proposal and could lead to a firm being deemed non-responsive.

V. Response Format and Contents

Responses must be submitted in the format outlined in this section. Each response will be reviewed to determine if it is complete prior to actual evaluation and opening of bid. Failure to provide accurate, up-to-date responses to any and all portions of the RFP may result in disqualification without prejudice. The County reserves the right to eliminate from further consideration any responses that are deemed to be substantially or materially unresponsive to the requests for information contained in this section. The intent of the County is that all responses follow the same format in order to evaluate each response fairly. The County may, during the course of the evaluation process, request additional information to supplement and/or clarify the information provided.

Proposals will be evaluated in light of the material and substantiating evidence presented in the Proposal, and not on the basis of what is inferred.

Each respondent shall provide the County with thirteen (13) copies of its response and a separated sealed envelope with pricing. Begin each section and subsection as described herein on a separate page. Number the pages in each section consecutively. Each page shall have the name of the respondent indicated clearly across the bottom of each page.

1. Cover Letter:

Each Proposal shall include a one-page cover letter at the beginning of the Proposal. The cover letter shall include a Project title, firm information (including name, address, telephone and fax number), names and telephone, fax numbers and email addresses of persons authorized to provide any clarifications required.

2. Overview:

Complete the attached form **Attachment 1a**.

3. Financial Information:

- A. Provide an audited financial statement, balance sheet and income statement for the firm, or firms in the case of a joint venture.
- B. Provide a compliance letter from your bonding company showing consent to provide 100% Performance and Payment Bonds for your services as a contractor.
- C. Each respondent shall provide a certificate of insurance detailing their firm's present coverage and limits. Insurance agent shall certify that they are licensed to perform business in the State of Georgia.

4. Project Approach: (Provide the following items in the order listed)

- A. *Relevant Experience*: Provide a one-page summary of your relevant experience with this building type that distinguishes your firm from other contractors. **Attachment 1a.**
- B. *Relevant Projects*: Complete the attached form. **Attachment 2a.**
- C. *Current Workload*: Provide a one-page description of your workload with tentative start and completion dates. **Attachment 3a.**
- D. *Schedule Control*: Provide a one-page description of your approach to schedule control and specific methods/techniques that you intend to utilize in this Project. Include a Critical Path Method (“CPM”) timeline showing the necessary activities and schedule for implementation of this Project, **Attachment 4a.**
- E. *Quality Assurance/Control*: Provide a one-page description of any formal program that your firm utilizes to ensure quality. **Attachment 5a.**
- F. *Project Management*: Each respondent shall use the attached form **Attachment 6a** to list their team. A one-page resume including education, experience and any other pertinent information shall be included for each team member assigned to this Project.
- G. *Project Staffing*: Each respondent shall attach a one-page Project staffing plan. The plan shall include: (1) initial staffing showing the percentage of time each staff member is to be assigned to the Project team, (2) Project organization chart showing a graphic representation of the participants listed as members of the Project team and their responsibilities in the program, **Attachment 7a.**
- H. *Fee Proposal Form*: Provide a separate sealed envelope for one copy of the Fee Proposal form (**Exhibit “C”**) which includes: Base Bid, Add Alternates, Unit Prices, and 5% Bid Bond.

5. Non-Collusion Affidavit:

Interested contractors shall submit an affidavit in the form of the Affidavit of Non-Collusion (see **Attachment 10a** below) to be included in the Proposal Documents. If the contractor is a corporation, partnership, or other entity, all officers, partners, principals, agents, or other persons who may have acted for or represented the corporation, partnership, or other entity in bidding for or procuring the Contract for the Project shall also sign the affidavit.

6. Conflicts of Interest:

Responder must provide a list on **Attachment 1a** of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

7. E-Verify and SAVE:

The Contractor shall register and participant in the electronic verification (“E-Verify”) of work authorization operated by the United States Department of Homeland Security or any equivalent federal work authorization program and the SAVE Affidavit verifying citizen status. The contractor shall verify that its employees are in compliance with the Immigration Reform and Control Act of 1986, as required by applicable state law, including O.C.G.A. § 13-10-91 et. seq.

contractor shall provide Owner with executed affidavits verifying such employees' compliance with the federal and state laws identified hereinabove using the forms attached as **Exhibit "D"**.

OVERVIEW

Company Name: Address:
City/State/Zip: Telephone:
Email:
Contact Person:

Branch Office for the Project if Applicable:
Address:
City/State/Zip: Telephone:
Email:

Principals, partners, officers:

Number of years doing business under this name:

Number of permanent employees:

Have you ever defaulted on a contract? If so, explain.

Has the firm ever been removed from a project or failed to complete a contract as assigned?

Has the firm, an associate firm or an of their principals been involved in litigation, arbitration or claim with an owner or concerning a project within the last ten years? If so, on a separate sheet, explain describing each instanced and the resolution thereof. Describe your experience with litigation or claims with owners and/or contractors. For any such active or pending litigation or claims state (a) the name of the parties involved, (b) the nature of the lawsuit or claim, and (c) the current status, adjudication or settlement of said lawsuit or claim. Proposers with current or past litigation or claims within the past five years involving services provided to the County will not be eligible.

Has any principal, officer, or director of your firm or any associated firm entered a plea of guilty to or been convicted of a felony?

What is your firm 's current bonding capacity and bonding rate?

Conflicts of Interest, if any:

1. Describe any business transactions occurring within the prior two years between your firm and Owner.
2. Describe any gift, hospitality, or benefit of any sort that your firm has provided to Owner within the prior one-year period.
3. A conflict of interest or potential conflict of interest is defined as any action, decision, or recommendation by a person acting in a capacity as a public official, the effect of which is or could be to the private monetary or financial benefit or detriment of the person, the person's relative, or any business with which the person or a relative of the person is associated. The potential conflict of interest is viewed from the perspective of a reasonable person who has knowledge of the relevant facts. Based upon this definition, describe any conflict of interest or potential conflict of interest that your firm has with Owner.

:

RELEVANT EXPERIENCE

Provide a one-page summary of your relevant experience with this type of project that distinguishes your firm from other contractors.

RELEVANT PROJECTS

List three similar projects completed under the firm name in the last five (5) years. (Emphasis on Projects for Carroll County)

| <u>Project Name</u> | <u>Project Type</u> | <u>Project Size</u> | <u>Project Cost</u> | <u>Change Orders</u> |
|---------------------|---------------------|---------------------|---------------------|----------------------|
|---------------------|---------------------|---------------------|---------------------|----------------------|

CURRENT WORKLOAD

Project

Owner

Start/Finish Dates

SCHEDULE CONTROL

Completion Date: On or Before April 16, 2026

*If Proposer cannot meet the deadline, please include in proposed timeline proposal.

Program (include a Critical Path Method timeline):

QUALITY ASSURANCE/CONTROL

PROJECT MANAGEMENT

(Attach Resume)

Name:

Position:

Years with
This Firm:

Years Experience in
Construction:

PROJECT STAFFING

(Attach Resumes)

| <u>Name:</u> | <u>Position:</u> | <u>Years with This Firm:</u> | <u>Years Experience in Construction:</u> |
|--------------|------------------|----------------------------------|--|
|--------------|------------------|----------------------------------|--|

PROPOSAL SCORING CHART FOR
SEALED COMPETITIVE PROPOSALS
Contractor
FR26-A001 / FEMA HMGP 4685-0027

Project: Purchase and Installation of Nine (9) Generators at Carroll County Fire Stations
Owner: Carroll County BOC

| <i>Item</i> | <i>Description</i> | (Points) | Score | Score | Score | Score | Score |
|-------------|----------------------------------|-----------------|--------------|--------------|--------------|--------------|--------------|
| 1. | Firm History & Capability | 50 | | | | | |
| 2. | Current Workload | 20 | | | | | |
| 3. | Project Personnel Qualifications | 10 | | | | | |
| 4. | Project Schedule | 10 | | | | | |
| | Subtotal | | | | | | |
| 5. | Fee Proposal | 10 | | | | | |
| | Total Points | 100 | | | | | |

*The low bid will receive the most points, 10 points. To determine each higher bidder's score, divide the low bid by each ascending bid. That number is then multiplied by the total possible points to get each bidder's score for this category.

Evaluation Committee Member #__

FR26-A001

Evaluation Guideline for Sealed Competitive Proposals

PURPOSE:

To evaluate, rank and recommend the most qualified proposer who is capable of providing the best value to the owner. The evaluation committee approach for evaluating proposals provides opportunities for discussion of the listed criteria and expedites the selection process.

EVALUATION CRITERIA:

The evaluation criteria are defined in the RFP. Each committee member should assign a numerical value to each section and those scores will be added together. The response that is graded best in each category will receive the maximum value for that category.

The proposer with the majority of the committee's number one rankings (for example, voted number one by three of five committee members) will receive the top ranking by the committee. If one proposer does not receive the majority of the committee's number one rankings, the committee may also consider other rankings in order to determine the highest average ranking.

The proposer with a majority of the committee's number one rankings or the highest average ranking will be the firm recommended for approval to the County.

In the event of a tie, the two responders will be asked to present a best and final offer for the committee to review within a specified time. The committee must keep all criteria discussions and rankings confidential.

Firm History and Capability: 50 points

This category should be a measure of the firm's stability and consistency, not just a measure of how long the firm has been in business. It should also measure both quantitatively and qualitatively the relevant Projects previously awarded to the proposer and reflect the firms' ability to professionally staff, manage and report on the project.

"Relevant" might be defined as county, city, and other public projects completed in the state of Georgia. Questions which could be asked:

- How long has the firm been in business under the current management team?
- Do the resumes of senior management reflect academic and field accomplishments?
- Were the projects completed on time and within budget?
- Were problems resolved promptly and to the owner's satisfaction?
- Were change orders handled satisfactorily?

Current Workload: 20 points

This should be a measure of the firm's ability to give their full attention to the success of this Project and to ensure that the firm will not be distracted by too many prior commitments. Questions which could be asked:

- What is the firm's current workload and will that workload affect the Project?
- On previous projects did the firm act as a "team member" from preconstruction through completion?

Project Personnel Qualifications: 10 points

This category should measure the proposed Project Manager and Superintendent's experience level and how well they worked with the owner on previous jobs. Questions which could be asked:

- What are the years of experience and how many jobs have been completed for each?
- How well did they coordinate and communicate with other team members?

Project Schedule: 10 points

In public works construction, opening on time is of paramount importance. This category should not only compare each firm's estimate of time to complete this Project, but should be linked to their track record of estimate versus actual time on previous jobs. It should also compare each firm's systems and methodology for timeline management. Questions which could be asked:

- What is the firm's history of meeting scheduled openings?
- Did work on previous project progress in a logical and orderly manner?
- What type of systems does the proposer have in place for timeline management?

Bid: 10 points

First, the goal of the proposal selection process is to pick a contractor based primarily on qualification criteria (90 points) rather than solely on "low bid" (10 points) in order to have a qualified and compatible team member.

Secondly, significant consideration is given to the fact that the owner has limited resources and is concerned with the total cost of the Project to the County.

The low bidder will receive the most points, 10 points. To determine each higher bidder's score, divide the low bid by each ascending bid. That number is then multiplied by the total possible points to get each bidder's score for this category. Questions which could be asked:

- Is the bid category properly weighted?
- Does the scoring system proportionally account for small differentials in bid?
- How does the total cost to the owner compared to the last two comparable projects, given present market conditions?

AFFIDAVIT OF NON-COLLUSION

I, _____, being duly sworn, state that I am _____(title) of _____(firm) and hereby duly certify that I have read and understand the information presented in the attached Proposal and any enclosure and exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the RFP is full, complete and truthful.

I further certify that the Proposal submitted to the County has been arrived at by the Proposer independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other proposer of materials, supplies, equipment or services described in the Scope of Work, designed to limit fair and open competition.

I further certify that the contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the Proposals.

I further certify that the proposer and any principal employee of the proposer has not, in the immediately preceding five years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings.

I further certify that the proposer has not, in the immediately preceding five years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the proposer is not now under consideration for suspension or debarment from any such agency.

I further certify that the proposer has not in the immediately preceding five years been defaulted in any federal, state, or local government agency contract and further, that the proposer is not now under any notice of intent to default on any such contract.

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that the Owner and/or Owner may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that the Owner may contact any individual or entity named in the Proposal for the purpose of verifying the information supplied therein.

I acknowledge and understand the successful Proposer will be required to certify compliance with the Immigration Reform Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et seq. by meeting or having complied with the provisions in the Act and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300- 10-1-.01: Contractor will also be required to warrant that

Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

I acknowledge and agree that all of the information contained in the Proposal is submitted for the express purpose of inducing the Owner to award a contract.

A material false statement or omission made in conjunction with this Proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this Proposal thereby precluding the firm from doing business with, or performing work for, the State of Georgia. In addition, such false statement or omission may subject the person and entity making the Proposal to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C. §§1001 or 1341.

Proposer's Name:

Firm Name:

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this ____ day of _____, 20__.

Notary Public

My commission expires: _____

(Notary Seal)

EXHIBIT "A"
CONSTRUCTION PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that _____ [Insert name of contractor] (hereinafter called the "Principal") and _____ [Insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **Carroll County, Georgia, acting by and through its Board of Commissioners** (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of _____ [Insert contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____ [Insert date of contract], which is incorporated herein by reference in its entirety (hereinafter called the "Construction Contract"), for the purchase and installation of nine (9) generators for fire stations, as more particularly described in the Construction Contract (hereinafter called the "Project");

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Construction Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or other entity furnishing labor, services, or materials used, or reasonably required for use, in the performance of the Construction Contract, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Construction Contract.

2. In the event a Claimant files a claim against the Owner, or the property of the Owner, and the Principal fails or refuses to satisfy or discharge it promptly, the Surety shall satisfy or discharge the claim promptly upon written notice from the Owner, either by bond or as otherwise provided in the Construction Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the Construction Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Construction Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the Construction Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Construction Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. § 36-91-90, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. § 36-91-90, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this ___ day of _____, 2025.

PRINCIPAL:

By: _____ (SEAL)

Name: _____

Title: _____

Attest: _____ (SEAL)

Name: _____

Title: _____

(CORPORATE SEAL)

SURETY:

By: _____ (SEAL)

Name: _____

Title: _____

Attest: _____ (SEAL)

Name: _____

Title: _____

CONSTRUCTION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS _____ [Insert name of contractor] hereinafter called the "Principal") and _____ [Insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **Carroll County, Georgia, acting by and through its Board of Commissioners** (hereinafter called the "Owner") and their successors and assigns, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____ [Insert date of contract], which is incorporated herein by reference in its entirety (hereinafter called the "Construction Contract"), for the purchase and installation of nine (9) generators for fire stations, more particularly described in the Construction Contract (hereinafter called the "Project"); and

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties and guarantees contained in the Construction Contract, including all modifications, amendments, changes, deletions, additions and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Construction Contract in accordance with the terms and conditions; or
2. Obtain a bid or bids for completing the Construction Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Construction Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Construction Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the option of the Owner;
3. Allow Owner to compute the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Construction Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure to performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract, and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Construction Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Construction Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Construction Contract.

No right of action shall accrue on this bond to or for the use of any person, entity, or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. § 36-91-70, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this bond extends protection to the Owner beyond that contemplated by O.C.G.A. § 36-91-70, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this _____ day of _____, 2025.

PRINCIPAL:
By: _____ (SEAL)
Name: _____
Title: _____
Attest: _____ (SEAL)
Name: _____
Title: _____
[Attach Power of Attorney]

SURETY:
By: _____ (SEAL)
Name: _____
Title: _____
Attest: _____ (SEAL)
Name: _____
Title: _____

EXHIBIT "B"

**SMALL CONSTRUCTION PROJECT
CONTRACT**

THIS CONTRACT is entered into the ____ day of _____, 20____, by and between **Carroll County, Georgia, acting by and through its Board of Commissioners** (hereinafter called the "**Owner**" or the "**County**") and _____ (hereinafter called the "**Contractor**").

Project Name: Purchase and Installation of Nine (9) Generators at Carroll County Fire Stations (FR25-A001 / FEMA HMGP 4685-0027)

Brief Scope of Work: Purchase and installation of nine (9) fixed 40KW, Single Phase, 240/120V commercial generators with 200A ATS, Automatic Controls, Running Load 40KW, Starting Load 53KW, rated for 48 hours of operation, installed at nine (9) Fire Stations located within Carroll County

The Owner and Contractor agree as follows:

ARTICLE 1 PAYMENTS AND COMPENSATION TO THE CONTRACTOR

§ 1.1 Subject to additions and deductions provided by approved change orders, the Contract Sum to furnish all labor, equipment, materials and incidentals necessary for the construction of the Work described above (the "**Work**") shall be the amount of _____ **Dollars** (\$_____.00).

§ 1.2 Contracts based on a not-to-exceed amount shall specify the hourly rates, unit prices or allowances in "Attachment A".

§ 1.3 Changes in the Work to be performed must be approved by Owner and Contractor prior to proceeding with the Work. Change orders shall be approved in writing by the County.

§ 1.4 Payments are due and payable thirty (30) days from the date of receipt of the Contractor's invoice.

ARTICLE 2 TIME OF COMPLETION

§ 2.1 The Work to be performed under this Contract shall be completed _____ days after issuance of notice to proceed by Owner.

ARTICLE 3 CONTRACTOR'S RESPONSIBILITIES

§ 3.1 The Contractor shall acquire all permits applicable for the Work not specifically identified as provided by the Owner. Costs for Contractor-provided permits shall be included in the Contract Sum identified in Section 1.1 above.

§ 3.2 The Contractor shall comply with all laws applicable to this Work.

§ 3.3 The Contractor shall remain an independent agent during the duration of this Contract, shall not become an employee of the County, and assures that no County employee shall be compensated by or otherwise benefit from this Contract.

§ 3.4 The Contractor shall furnish and pay for everything necessary or proper to fully perform and complete the Work, including all labor, materials, equipment, tools, construction equipment and machinery, supplies, facilities, services, scaffolding, appliances, water, heat, utilities, and transportation, unless otherwise specified in the Contract. Contractor shall supervise and direct the Work using his best skill and attention. Contractor shall be solely responsible for all construction means and for coordinating all portions of the Work. Scheduling of the Work must be approved in writing by Owner's designated representative so as not to interfere with Owner's operations. The term "Work" includes all labor necessary to produce the construction required by this Contract, and all materials and equipment incorporated or to be incorporated in such construction.

§ 3.5 The Contractor warrants to Owner that all materials and equipment incorporated in the Work will be new and of recent manufacture unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with this Contract and all governing federal, state and local laws, rules and regulations. If, within one year after completion of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by this Contract, any of the Work is found to be defective or fails to conform with this Contract, Contractor, at its own expense shall correct the defects promptly upon notification by Owner.

§ 3.6 The Contractor shall pay all sales, consumer, use, and other similar taxes required by law and shall secure and pay all permits, fees, licenses, royalties, and inspections necessary for the proper execution and completion of the Work. Cost of such items shall be included in Contractor's bid on lump sum Work.

§ 3.7 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work or the safety of persons or property, or their protection from damage, injury, or loss. Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection. Contractor shall comply with all provisions of the federal Occupational Safety and Health Act and other applicable state and local laws and regulations pertaining to safety in the construction industry.

§ 3.8 The Contractor shall be responsible for the acts and omissions of its employees and all subcontractors, their agents and employees, and all other persons performing any of the Work under the direction of Contractor.

§ 3.9 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, Contractor shall promptly remove all his waste materials and rubbish from and about the site as well as his tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and shall leave the site "Broom Clean" or its equivalent.

ARTICLE 4 TERMINATION; REMEDIES

§ 4.1 This Contract may be terminated by either party upon not less than **seven days** written notice to the other party should such other party fail to perform in accordance with the terms of this Contract. This Contract may be terminated by the Owner upon not less than **seven days** written notice to the Contractor for the Owner's convenience and without cause. In the event of termination by the County, Contractor shall not be entitled to any profits for work not performed. If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, Owner may, after **seven days** written notice to Contractor and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor or, at Owner's option, may terminate the Contract and finish the Work by whatever method Owner deems expedient. If the cost of such deficiencies or of finishing the Work exceeds the unpaid balance in connection with a lump sum or guaranteed price contract, then Contractor shall pay the excess to Owner.

ARTICLE 5 MISCELLANEOUS PROVISIONS

§ 5.1 This Contract shall be governed by the laws of the State of Georgia.

§ 5.2 The Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Contract. Neither party to this Contract shall assign the Contract as a whole without written consent of the other party, which consent the Owner may withhold without cause.

ARTICLE 6 INDEMNIFICATION

§ 6.1 The Contractor shall indemnify and hold harmless the Owner and its officers, agents and employees from and against any and all claims, liabilities and costs, including reasonable attorney's fees, for any or all injuries to persons or property, arising from the negligent or intentional acts or omissions of the Contractor, its employees, agents, officers or subcontractors in the performance of Work under this Contract. The Contractor shall not be liable for claims arising out of the Owner's sole negligent acts or omissions or for actions taken in reasonable reliance on written instructions of the Owner.

The Contractor shall notify the Owner promptly of all claims arising out of the performance of Work under this Contract by the Contractor its employees or agents, officers or subcontractors.

This indemnity provision shall survive the termination of the Contract, completion of the project or the expiration of the term of the Contract.

ARTICLE 7 INSURANCE AND BOND REQUIREMENTS

§ 7.1 The certificates shall name the Owner as certificate holder and as additional insured for general liability and automobile liability coverages. The submitted forms shall contain a provision that coverage afforded under the insurance policies will not be canceled or materially changed unless at least **ten (10) days** prior written notice by certified letter has been given to the Owner. The Owner does not warrant or represent that the insurance required herein constitutes an insurance portfolio which adequately addresses all risks faced by the Contractor. The Contractor is responsible for the existence, extent and adequacy of insurance prior to signing this Contract.

§ 7.2 The Contractor shall procure and maintain insurance for the duration of the Project and, if written on a claims made basis, shall maintain such insurance for the duration of time that the claims insured against may be brought within the applicable Georgia statute of repose. The Contractor shall ensure that all Subcontractors the Contractor engages or employs carry and maintain similar insurance in form and amount acceptable to the Owner. The insurance shall be of the types and limits set forth herein and such insurance as will protect the Contractor from claims which may result from the Contractor’s execution of the Work, whether such execution be by the Contractor or by those employed by the Contractor or by those for whose acts they may be liable. The insurance coverage provided by the Contractor will be primary coverage and noncontributory with respect to the additional insureds. All required insurance coverages shall be placed with carriers rated A- or better by A.M. Best, and authorized to conduct business in the State of Georgia by the Georgia Insurance Commissioner.

§ 7.3 The Contractor shall have **workers' compensation** insurance for all employees on the Project site in accordance with the statutory workers’ compensation law of the State of Georgia. Minimum acceptable limits for Employer’s Liability are:

| | |
|--------------------------------|-------------------------|
| Bodily Injury by Accident..... | \$100,000 |
| Bodily Injury by Disease..... | \$100,000 Each Employee |
| Bodily Injury by Disease..... | \$500,000 Policy Limit |

§ 7.4 The Contractor shall have **general liability** insurance providing coverage not less than that of the 1996 occurrence version of the Insurance Services Office (ISO) Commercial General Liability Policy. This insurance shall cover bodily injury and property damage liability for all hazards of the Project including premise and operations, products and completed operations, contractual, and personal injury liabilities. Minimum acceptable limits are:

| | |
|---|-------------|
| General aggregate limit..... | \$2,000,000 |
| Products and completed operations aggregate ... | \$2,000,000 |
| Each occurrence limit..... | \$1,000,000 |
| Personal injury aggregate..... | \$1,000,000 |

§ 7.5 The Contractor shall have **automobile liability** insurance against claims for bodily injury, death or property damage resulting from the maintenance, ownership or use of all owned, non-owned and hired automobiles, trucks and trailers. Minimum acceptable limit is:

| | |
|--------------------------------|-------------|
| Any one accident or loss | \$1,000,000 |
|--------------------------------|-------------|

§ 7.6 Excess or Umbrella Liability (to overlay Employer’s Liability Insurance, Automobile Liability and Commercial General Liability coverages).

| | |
|---------------------------|-------------|
| Occurrence/aggregate..... | \$1,000,000 |
|---------------------------|-------------|

§ 7.7 If the Contract Sum is One Hundred Thousand Dollars (\$100,000.00) or more, prior to the commencement of the Work, Contractor shall deliver, or cause to be delivered, to Owner, one or more separate payment and performance bonds for the Work, in forms reasonably acceptable to Owner, in an aggregate amount at least equal to one hundred percent (100%) of the portion of the Contract Sum. The Bonds shall be executed by a surety having a rating of not less than A-, Class XIV, as evaluated in the most recently circulated Best’s Key Rating Guide Property-Liability and duly authorized to do business in the State of Georgia. The Bonds shall be countersigned by a local resident producing agent of such surety, regularly commissioned and licensed in the State of Georgia. Satisfactory evidence of the authority of the person or persons executing the Bonds to execute the same shall be

submitted therewith. The Bonds shall name Owner as one of the obligees. Contractor agrees to cause the name of Owner as an obligee to be changed to any successor or assign of Owner.

ARTICLE 8 EQUAL EMPLOYMENT OPPORTUNITY

§ 8.1 The Contractor shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

§ 8.2 The Contractor shall, in all solicitations or advertising for employees placed by or on behalf of the Contractor relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

§ 8.3 The Contractor shall inform the County of any discrimination complaints brought to an external regulatory body against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

§ 8.4 The Contractor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

§ 8.5 The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1. MEDIATION

§ 9.1.1 In the event of a dispute between the parties which arises under this Contract and the dispute cannot be resolved through informal negotiation, the dispute shall be submitted to a neutral mediator jointly selected by the parties.

Either party may file suit before or during mediation if the party in good faith deems it to be necessary to avoid losing the right to sue due to a statute of limitations. If suit is filed before good faith mediation efforts are completed, the party filing suit shall agree to stay all proceedings in the lawsuit pending completion of the mediation process, provided such stay is without prejudice.

§ 9.2 VENUE

§ 9.2.1 All claims, disputes and other matters arising out of or related to this Agreement shall be subject to the exclusive jurisdiction and venue of the Carroll County courts located in Carroll County, Georgia.

ARTICLE 10 DEBARMENT AND SUSPENSION

§ 10.1 The Contractor attests that it has not been declared ineligible to bid on State of Georgia projects. The County may disallow award of this contract to any Contractor if there is evidence that the Contractor through its own fault has been terminated, has been suspended for cause, has been debarred from bidding, has agreed to refrain from bidding as part of a settlement or has defaulted on a contract or had a contract completed by another party.

§ 10.2 The Contractor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs or State of Georgia projects.

ARTICLE 11 OTHER PROVISIONS

§ 11.1 The Contractor shall register and participant in the electronic verification (“E-Verify”) of work authorization operated by the United States Department of Homeland Security or any equivalent federal work authorization program. The Contractor shall verify that its employees are in compliance with the Immigration Reform and Control Act of 1986, as required by applicable state law, including O.C.G.A. § 13-10-91 *et. seq.* Contractor shall provide Owner with executed affidavits verifying such employees’ compliance with the federal and state laws identified hereinabove. Furthermore, to the extent Contractor subcontracts with Subcontractors in connection with the physical performance of work or services pursuant to Contractor’s Agreement with Owner, Contractor shall secure from such Subcontractors executed affidavits verifying each Subcontractor’s compliance with all such applicable state and federal laws, including but not limited to, O.C.G.A. § 13-10-91, *et. seq.* Contractor shall maintain detailed records of compliance by Contractor and its Subcontractors with these legal requirements.

§ 11.2 Contractor hereby certifies that there are no circumstances which will cause a conflict of interest in performing the services required by this Contract.

This Contract entered into as of the day and year first written above.

[The following page is a signature page]

OWNER: CARROLL COUNTY, GEORGIA

CONTRACTOR: _____

(Signature) *(Date)*

(Signature) *(Date)*

Chairman, Board of Commissioners

(Printed name and title)

Approved by Department Head

(Address)

(Address)

(Telephone)

(Telephone)

(Email)

(Email)

If a corporation, use the corporate seal and write State of Incorporation. If a partnership, all partners should execute this Contract.

ATTACHMENT A

Contracts based on a not-to-exceed amount shall specify the hourly rates, unit prices or allowances below:

EXHIBIT "C"
FEE PROPOSAL FORM

Date: _____

Ms. Sunday Cook
Purchasing Agent
34 Horsley Mill Rd,
Carrollton, GA 30117

RE: Contractor for Purchase and Installation of Nine (9) Generators at Carroll County Fire Stations

Gentlemen:

Having carefully examined the Proposal Documents, all attachments and contract documents entitled "Contractor for Purchase and Installation of Nine (9) Generators at Carroll County Fire Stations (FR26-A001 / FEMA HMGP 4685-0027)", issued September 9, 2025, and Addendum No.(s) _____, as well as the premises and conditions affecting the Work, the undersigned ("Proposer") proposes to furnish all services, labor and materials required by them in accord with said documents, for the sum of _____ Dollars including all costs related to tariffs and any fees (\$ _____), which sum is hereinafter call the "Base Bid." The Base Bid is calculated by combining the bid per station as outlined below:

| | |
|--|----------|
| Station 1: 3059 Highway 5W, Bowdon, GA | \$ _____ |
| Station 2: 188 Hwy. 78E, Temple, GA | \$ _____ |
| Station 4: 20 West Dr., Roopville, GA | \$ _____ |
| Station5: 2675 Hwy. 16S, Carrollton, GA | \$ _____ |
| Station 7: 250 Bowdon Junction Rd., Carrollton, GA | \$ _____ |
| Station 8: 50 Hwy. 5E, Whitesburg, GA | \$ _____ |
| Station 12: 3048 Hwy. 5E, Carrollton, GA | \$ _____ |
| Station 14: 7122 Smithfield Rd., Bowdon, GA | \$ _____ |
| Station 15: 3200 Hog Liver Rd., Carrollton, GA | \$ _____ |

Proposer agrees that such Base Bid includes all Allowance items as specified in the Proposal Documents. A 5% Bid Bond is required by Owner and is included with the submission of the bid.

The Proposer agrees that Performance and Payment Bonds are required and the sum of _____ Dollars (\$ _____) will be added to the Base Bid for such cost.

Proposer agrees to commence actual work on the site with an adequate force and equipment within fifteen (15) days following the date established in the Agreement and to Substantially Complete the Work within _____ calendar days thereafter.

Proposer accepts all of the terms and conditions of the Proposal Documents.

In submitting this Proposal, Proposer represents, that:

(a) Proposer has not relied upon any oral representations by employees or agents of the County.

(b) Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.

(c) Proposer has given the County written notice of all conflicts, errors, ambiguities or discrepancies that Proposer has discovered in the Proposal Documents and the written resolution thereof by the County is acceptable to Proposer, and the Proposal Documents are sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.

(d) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the County.

In case the Proposer is notified in writing by mail, email or delivery of the acceptance of this Proposal within sixty (60) days after the time set for the opening of Proposals, the Undersigned agrees to execute within ten (10) days after such notification the Small Construction Project Contract attached to the Request for Proposal for the Work for the above-stated compensation. Not later than three days following the date of execution of the Agreement, Proposer shall furnish and deliver to the Owner Performance and Payment Bonds in accordance with the Proposal Documents.

Attached hereto are all attachments required by the Proposal Documents, including a signed certificate from a surety company acceptable to the Owner, stating that such surety will provide the Proposer, if awarded the Contract, with Performance and Payment Bonds.

Respectfully submitted,

[The Immediately Following Page is a Signature Page]

PROPOSER:

By _____
(Signature)

(Type or Print Name)

Title _____

Company _____

Address _____

Phone _____

Email _____

License No.: _____

Federal Id No.: _____

Witness _____

Date _____

EXHIBIT "D"

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

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

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: _____

EXHIBIT "D" (CONTINUED)
SAVE Affidavit Verifying Status

for Carroll County Public Benefit Application

By executing this affidavit under oath, as a bidder for a **REQUEST FOR PROPOSAL** or other public benefit as referenced in O.C.G.A. O.C.G.A § 50-36-1 from CARROLL COUNTY, GEORGIA, the undersigned applicant verifies one of the following with request to my application for public benefit for _____. [*Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity*]

- 1) _____ I am a United States citizen
- 2) _____ I am a legal permanent resident of the United States
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other Federal immigration agency.

My alien number issued by the Department of Homeland Security or other Federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A §50-36-1 (f) (1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

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

Executed in _____ (city), _____ (state)

Signature of Applicant:

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 2025.

Notary Public
My Commission Expires: _____

EXHIBIT "E"

Generator Codes and Standards

In accordance with the National Electrical Code

NOTE: Manufacturer's installation instructions will apply for all areas outside the flood hazard area. In the absence of manufacturer's instructions, the method of installation will be approved by the building official as related to the pad supporting the generator. Inside the flood area, a structure will be required for support of the generator to be designed by an engineer and approved by the building official and elevated 2 feet above base flood elevation.

445-1. Location. Generators shall be located in dry places, and also so as to meet the requirements for motors in Section 430-14.* Generators installed in hazardous locations as described in Articles 500-503, or in other locations as described in Articles 510-517, 520, 530 and 665, shall also comply with the provisions of those Articles.

It is recommended that waterproof covers be provided for use in emergency.

445-2. Marking. Each generator shall be provided with a nameplate giving the maker's name, the rating in kilowatts or kilovolt-amperes, the normal volts and amperes corresponding to the rating, and the revolutions per minute.

445-3. Drip Pans. Generators shall be provided with suitable drip pans if required by the authority having jurisdiction.

445-4. Overcurrent Protection.

- (a) **Constant-Potential Generators.** Constant-potential generators, except alternating-current generators and their exciters, shall be protected from excessive current by circuit breakers or fuses.
- (b) **Two-Wire Generators.** Two-wire, direct-current generators may have overcurrent protection in one conductor only if the overcurrent device is actuated by the entire current generated, except that in the shunt field. The overcurrent device shall not open the shunt field.
- (c) **65 Volts or Less.** Generators operating at 65 volts or less and driven by individual motors shall be considered as protected by the overcurrent device protecting the motor if these devices will operate when the generators are delivering not more than 150 per cent of their full-load rated current.
- (d) **Balancer Sets.** Two-wire, direct-current generators used in conjunction with balancer sets to obtain neutrals for 3-wire systems shall be equipped with overcurrent devices which will disconnect the 3-wire system in the case of excessive unbalancing of voltages or currents.
- (e) **3-Wire, Direct-Current Generators.** Three-wire, direct-current generators, whether compound or shunt wound shall be equipped with overcurrent devices, one in each armature lead, and so connected as to be actuated by the entire current from the armature. Such overcurrent devices shall consist either of a double-coil circuit breaker, or of a 4-pole circuit breaker connected in the main and equalizer leads and tripped by two overcurrent devices, one in each armature lead. Such protective devices shall be so interlocked that no one pole can be opened without simultaneously disconnecting both leads of the armature from the system.

445-5. Size of Conductors. The conductors from the generator terminals to supplied equipment shall have an ampacity not less than 115 per cent of the nameplate current rating of the generator. Neutral conductors shall be the same size as the conductors of the outside legs.

445-6. Protection of Live Parts. Live parts of generators of more than 150 volts to ground shall not be exposed to accidental contact where accessible to unqualified persons.

445-7. Guards for Attendants. Where necessary for the safety of attendants the provisions of section 430-133 shall be complied with.

445-8. Grounding. If a generator operates at a terminal voltage in excess of 150 volts to ground, the frame shall be grounded in the manner specified in Article 250.* If the frame is not grounded, it shall be permanently and effectively insulated from the ground.

445-9. Bushings. Where wires pass through an opening in an enclosure, conduit box, or barrier, a bushing shall be used to protect the conductors from the edges of the opening having sharp edges. The bushing shall have smooth, well rounded surfaces where it may be in contact with conductors. If used where there may be a presence of oils, grease, or other contaminants, the bushing shall be made of a material not deleteriously affected.

* 430.14. *Location of Motors.*

(A) Ventilation and Maintenance. Motors shall be located so that adequate ventilation is provided and so that maintenance, such as lubrication of bearings and replacing of brushes, can be readily accomplished.

Exception: Ventilation shall not be required for submersible types of motors.

(B) Open Motors. Open motors that have commutators or collector rings shall be located or protected so that sparks cannot reach adjacent combustible material.

Exception: Installation of these motors on wooden floors or supports shall be permitted.

EXHIBIT “F”

Pursuant to Section I of this Proposal, the Hazard Mitigation Grant Program Application HMGP 4685-0027, submitted by Carroll County is available to qualified bidders upon request.