RFQ #26-906

July 17, 2026

Redevelopment and Ongoing Management for the Vernon Forrest Park Improvement Project

For

Augusta-Richmond County (herein "Augusta")
On behalf of the Augusta
Recreation and Parks Department
Located at 2027 Lumpkin Road
Augusta, GA 30906

RFQ Due: Friday, August 14, 2026, at 10:00 a.m.

One Original and One Electronic Version of RFQ on a USB Drive shall be submitted

Andy Penick
Procurement Director
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Rev. 1/15/2026

Request for Qualification

Request for Qualifications will be received at this office until **Friday, August 14, 2026, @ 10:00 a.m.** RFQ openings are open to the public in the Procurement Department located at 535 Telfair Steet, Suite 605, Augusta, GA 30901 and additionally via Teams: Meeting ID: Meeting ID: 292 751 024 316 101 Passcode: kz6bf2T8 for furnishing:

RFQ #26-906 Redevelopment and Ongoing Management for the Vernon Forrest Park Improvement Project for Augusta, GA – Recreation and Parks Department

No RFQ will be accepted by email. All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No RFQs may be withdrawn for a period of ninety (90) days after qualifications have been opened, pending the execution of contract with the successful vendor.

RFQ documents, and all Addenda, may be viewed on the Augusta, Georgia website under the Procurement Department ARCbid menu (https://www.augustaga.gov/681/ARCBid), Euna OpenBids (https://network.demandstar.com) and Georgia Procurement Registry website located at (https://ssl.doas.state.ga.us/gpr/index). Bidders must mark the RFQ number on the outside of the submittal envelope. Addenda will also be posted on the above listed website.

A mandatory pre-proposal conference will be held on **Wednesday, July 29, 2026, at 10:00 a.m.** virtually via Teams; Meeting ID: 270 878 479 564 63 Passcode: pP24MF7Z. A mandatory site-visit to follow.

All request for clarifications or interpretations must for this proposal must be submitted in writing by electronic email to procbidandcontract@augustaga.gov to the Procurement Department on or before the close of business Friday, July 31, 2026, by 5:00 p.m.

Questions, requests for clarifications or interpretations regarding this RFQ must be submitted to the Procurement Department:

Augusta Procurement Department
Attn: Andy Penick
535 Telfair Street - Room 605
Augusta, Georgia 30901
Phone: 706-821-2422
Email: procbidandcontract@augustaga.gov

Bidders are cautioned that acquisition of the proposal documents through any source other than the office of the Procurement Department is not advisable. Acquisition of qualification documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

No qualifications will be accepted by email; all RFQ's must be received by mail or hand delivered.

Publish dates:

Augusta Chronicle: July 17, 23, and 27, 2026

ON-LINE MICROSOFT TEAMS INFORMATION

The Augusta, Georgia Procurement Department conducts Public RFQ Pre-Proposal Conferences and Openings to award quality contracts for Augusta. Proposers may participate in our Public RFQ Pre-Proposal Conferences and Openings via webcast or teleconference by following the instructions outlined below:

ELECTRONIC RFQ INSTRUCTIONS

RFQ # 26-906 Mandatory Pre-Qualification Conference

Redevelopment and Ongoing Management for the
Vernon Forrest Park Improvement Project for
Augusta Recreation and Parks Department

Wednesday, July 29, 2026, at 10:00 a.m.

TEAMS RFQ Pre-Qualification Conference:

1. Go to https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting and enter meeting ID: 270 878 479 564 63
2. Passcode: pP24MF7Z

RFQ # 26-906 Opening

Redevelopment and Ongoing Management for the
Vernon Forrest Park Improvement Project for Augusta
Recreation and Parks Department

Bid openings are open to the public in the Procurement Department located at 535 Telfair Steet, Suite 605, Augusta, GA 30901

Friday, August 14, 2026 @ 10:00 a.m.

TEAMS RFQ Opening:

3. Go to https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting and enter meeting ID: 292 751 024 316 101
4. Passcode: kz6bf2T8

For Assistance: Please Contact the Bid and Contract Team at (706) 821-2422

INSTRUCTIONS TO SUBMIT

INSTRUCTIONS TO SUBMIT

1.1 Purpose: The purpose of this document is to provide general and specific information for use by vendors in submitting a proposal to supply Augusta, Georgia with equipment, supplies, and or services as listed above. All proposals are governed by the Augusta, Georgia Code.

1.2 Viewing the Augusta Code: All proposals are governed and awarded in accordance with the applicable federal and state regulations and the Augusta, Georgia Code. To view the Code visit Augusta's website at **www.augustaga.gov** or **http://www.augustaga.gov/index.aspx?NID=685 Guidelines & Procedures**.

1.3 Compliance with laws: The Bidder shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or Augusta, Georgia statute, ordinances and rules during the performance of any contract between the Bidder and Augusta, Georgia. Any such requirement specifically set forth in any contract document between the Bidder and Augusta, Georgia shall be supplementary to this section and not in substitution thereof.

1.4 Bids For All Or Part: Unless otherwise specified, County reserves The Right To make an award(s) for all Items, or categories, or specific line items, to one or more bidders. Bidder may restrict their bid to consideration in the aggregate by so stating but must name a unit price on each item submitted upon.

1.5 All protests shall be made in writing to:

Attn: Andy Penick,
Procurement Director
535 Telfair Street, Suite 605
Augusta, GA 30901
Email: apenick@augustaga.gov

1.6 Augusta, Georgia License Requirement: For further information contact the License and Inspection Department at 706 312-5050.

General Contractors License Number: If applicable, in accordance with O.C.G.A. §43-41, or be subjected to penalties as may be required by law.

Utility Contractor License Number: If applicable, in accordance with O.C.G.A. §43-14, or be subjected to penalties as may be required by law.

1.7 Terms of Contract: (Check where applicable)
[ ] (A) Annual Contract
[ ] (B) One time Purchase
[X] (C) Other

NOTICE TO ALL VENDORS

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Exhibit A is a consolidated document consisting of:
1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Bidder/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

Exhibit A Must be Notarized & Two (2) Pages Must be returned with your submittal .

Business License Requirement: Bidder must be licensed in the Governmental entity for where they do the majority of their business. Your **company's business license number must** be provided. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain an Augusta-Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

Acknowledgement of Addenda: You Must acknowledge all Addenda. See Page 1 of Exhibit A.

E-Verify * User Identification Number (Company I.D.): Vendor must provide the E-Verify affidavit with their bid.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

Affidavit Verifying Status for Augusta Benefit Application (**Systematic Alien Verification for Entitlements Program)** (Must Be Returned With Your Submittal)

The successful vendor will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. E-Verify MOU (Memorandum of Understanding)

Exhibit A

Augusta, GA Procurement Department
ATTN: Procurement Director
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Name of Bidder: ____
Street Address: ____
City, State, Zip Code: ____
Phone: ____________________________ Email: ____

Where/How did you hear about this solicitation? _______________________________________

Attach a copy of your Business License, W-9, and your General Contractor License.

If applicable, provide a copy of the following:

Utility Contractors License - MUST BE LISTED ON FRONT OF ENVELOPE

Acknowledgement of Addenda: (#1) ____: (#2) ____: (#3) ____: (#4) ____: (#5) ____: (#6) ____: (#7) ____: (#8) ____:

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin, or ethnicity, with regard to prime contracting, subcontracting, or partnering opportunities.
The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.
The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption.

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Bidder

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Conflict of Interest

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:
1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and

2. That no employee of the County, nor any member thereof, not any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
(b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

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

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services **over $2,499 in value to enroll in E-Verify, regardless of the number of employees**. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

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.

Georgia Law requires your company to have an E-Verify*User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the **State of Georgia** website:
https://e-verify.uscis.gov/enroll/ and/or http://www.dol.state.ga.us/pdf/rules/300_10 1.pdf

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER $2,499.00

**** (E-Verify Number**) ______________________________

______________________________ ______________________________

Name of Public Employer

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

Executed on ____________________, 20______ in ______________ (City), __________ (State).

____

Signature of Authorized Officer or Agent **Printed Name and Title of Authorized Officer or Agent**

NOTARY COMMISSIONING

Subscribed and sworn before me on this ______ day of ____________________, 20______

______________________ ______________________

Notary Public **My Commission Expires**: **NOTARY SEAL**

The undersigned further agrees to submit a notarized copy of Exhibit A, and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. **I further understand that my submittal will be deemed non-compliant if any part of this process is violated.**

You Must Complete and Return the two (2) pages of Exhibit A with Your Submittal. Document Must Be Notarized.

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my proposal for an Augusta, Georgia contract for

____

[RFQ Project Number and Project Name]

____

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

____

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) _______ I am a citizen of the United States.

2.) _______ I am a legal permanent resident 18 years of age or older.

3.) _______ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.*

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

____

Signature of Applicant

____

Printed Name

____

***Alien Registration Number for Non-Citizens**

NOTARY COMMISSIONING

Subscribed and sworn before me on this _______ day of ____________________________, 20_______

____

Notary Public

My Commission Expires: ___________________________________ **NOTARY SEAL**

THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH YOUR SUBMITTAL

TRADE SECRET STATUS AFFIDAVIT
Augusta, Georgia

All documents, data, letters and generated information received by Augusta, Georgia constitutes a "public record" and is subject to disclosure under the Georgia Open Records Act ("GORA"). O.C.G.A. § 50-18-70 *et seq*. However, pursuant to O.C.G.A. § 50-18-72(a)(34), "[an] entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]."

O.C.G.A. § 10-1-761(4) defines "Trade secret" as "…information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

- **A.** Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- **B.** Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

Therefore, the records listed below and attached hereto, that were submitted with ______________________response to Augusta, Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor ______________are marked confidential pursuant to O.C.G.A. § 10-1-761(4):

- (List specific information that the supplier wishes to withhold and how that information constitutes a trade secret)
- Additional trade secret information requested to be withheld
- **Your company is requested to send a redacted copy of your submittal.**

Under penalty of perjury, acknowledging that O.C.G.A. §16-10-71 provides a penalty of a fine of up to $1,000 and potential imprisonment of one to five years, I attest that the specific information in the records listed above constitutes trade secrets pursuant to O.C.G.A. § 10-1-761(4), and request that Augusta, Georgia not disclose this protected information under the Georgia Open Records Act ("GORA").

Signature:

____

[Signatory Name in Print] **[Signatory's Title] [Company Name]**

______________________________ **Date:** ______________________________________

[Signatory's Title]

NOTARY COMMISSIONING

Subscribed and sworn before me on this _______ day of ___________________________, 20_______

____

Notary Public

My Commission Expires: __________________________________ **NOTARY SEAL**

RETURN FORM ONLY IF APPLICABLE.

Minority and Women Owned Business Enterprise Program Ordinance Requirements

Notice To All Bidders (PLEASE READ CAREFULLY)

Shall apply to ALL Bids regardless of the dollar amount

In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Contractors agree to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821-2406. Failure to provide such reports withing the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including, but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

SHALL APPLY TO PROJECTS IN EXCESS OF $300,000

Minority and Women Owned Business Enterprise Program (Continued)

Sec. 1-10-138. Race and Gender-Conscious Efforts

Contract-by-Contract Subcontractor Goals The City, through the Goal Setting Committee (GSC), will set specific, separate percentage-based MBE and WBE subcontracting goals on a contract-by contract basis for Prime contracts in Construction, Architecture & Engineering, Professional Services, and Other Services valued in excess of $300,000. The City shall establish such goals based upon the type of contract, the type of subcontracting work that will be required, and the availability of M/WBE firms to perform the work for that specific contract.

The GSC shall not establish subcontracting goals on contracts where (a) there are no subcontracting opportunities identified for the contract; or (b) there are not at least three (3) MBE and/or WBE firms that are available and capable to perform a CUF for the overall subcontracting opportunities on the contract.

Good Faith Efforts (GFE) Requirements and Guidance

1.Achievement of subcontracting goals or documentation of Good Faith Efforts applies to every Contract for which such goals are established. **The Bidder shall submit a compliance plan detailing its achievement of the goals or its Good Faith Efforts to meet the goals. The compliance plan shall be due at the time set out in the solicitation documents**.

2.When a Bidder cannot achieve the goals, its compliance plan shall document its GFE to achieve the goals. The Director of Compliance will determine whether the Bidder has made such GFE.

Bid Documents

All bid documents shall require bidders or proponents to submit with their bid the following written documents, statements, or forms, which shall be made available by the Procurement Department.

- Proposed Letter of Intent MBE/WBE.
- Proposed MBE/WBE Utilization Plan.
- Documentation of Good Faith Efforts Form (*in the event the bidder* ***will not*** *meet the MBE and WBE goals*).

Failure to submit the above documentation shall result in the bid being declared non-responsive.

Sec. 1-10-154.Exceptions

In accordance with § 1-10-8, on federally funded projects or contracts, the M/WBE Program shall only be utilized when authorized by the applicable federal (and/or Georgia) laws, regulations, and conditions relating to that project or contract. To the extent that there are any conflicts between any such laws, regulations, or conditions and the provisions of the M/WBE Program, the federal (and/or Georgia) guidance shall control.

NOTE: All forms should be submitted in a separate, sealed envelope, labeled M/WBE Forms, Company's Name & Bud number

For questions and or additional information, please contact:

Minority-Owned and Women-Owned Business Enterprise Program
535 Telfair Street, Suite 530
Augusta, Georgia 30901
(706) 821-2406
mwbe@augustaga.gov
Website: https://www.augustaga.gov/83/Disadvantaged-Business-Enterprise

SECTION I
INSTRUCTION TO SUBMIT

Augusta is requesting Statement of Qualifications from qualified engineering and/or architectural firms to provide professional design services for Vernon Forrest Park Improvement project for the Recreation and Parks Department. Your submittal should respond to, and be based on, the information included in this Request for Qualifications.

Responses will be received in the office of the Interim Procurement Director at 535 Telfair Street, Suite 605, Augusta, GA 30901 until **Friday, August 14, 2026 @ 10:00 a.m.** The RFQ must be submitted in a sealed package and labeled with firm's name and the name of the project - RFQ 26-906 Redevelopment and Ongoing Management for the Vernon Forrest Park Improvement Project. Vendors are required to submit one (1) marked unbound original, one (1) electronic copy of the RFQ on USB flash drive.

RFQ Opening will be held publicly and via Teams – Meeting ID: 292 751 024 316 101; Passcode: kz6bf2T8.

No RFQ will be accepted by email; all bids must be received by mail or hand delivered. If RFQ is forwarded by mail or other second party delivery, the sealed envelope containing the submittal bust be enclosed in an envelope addressed to:

Andy Penick, Procurement Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday.

RFQ Packages may be obtained at the Augusta, Georgia Procurement Department, at the address listed above.

All firms responding are cautioned to read this Request for Proposals (RFQ) carefully for understanding and request clarification from Augusta, Georgia on any questions pertaining to this RFQ. The Proposer should examine all documents and requirements of the services requested to become fully informed. Failure to examine these areas will not relieve the successful Proposer of its obligation to furnish all products and services necessary to carry out the provisions of the contract. After RFQs have been submitted, the vendor shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

A mandatory pre-proposal conference will be held on **Wednesday, July 29, 2026, at 10:00 a.m.** virtually via Teams; Meeting ID: 270 878 479 564 63 Passcode: pP24MF7Z. A mandatory site-visit to follow.

All questions must be submitted to the Procurement Department in writing by email to apenick@augustaga.gov **by Feriday, July 29, 2026 @ 5:00 P.M.** Issues and responses addressed in any other manner will not be considered valid or binding in consideration of proposals or any subsequent contract negotiations. Failure to provide all the requested information may cause the submittal to be rejected as non-responsive.

Failure to provide all the requested information may cause the RFQ to be rejected as non-responsive. An official authorized to bind the firm to the terms and provisions of the RFQ must sign. The Proposer's response must include a service proposal and fee proposal as well as all other information requested in this RFQ. The fees must be the full cost to Augusta. Augusta, Georgia will consider the degree to which each Proposer has submitted a complete Service and Fee Proposal without irregularities, excisions, special conditions, or alternative proposals for any item unless specifically requested in the RFQ.

The contract will be awarded, if awarded, to the most responsive and responsible Proposer. If an award of contract is made as a result of this solicitation, contract will be made on the basis of the response which best satisfies the intent of this Request for Proposals and other factors considered in the best interest of the Owner. Negotiations may be undertaken with those firms who proposal shows them to be qualified, responsible, and capable of performing the work. The Owner will consider professional qualifications and related experience to determine which proposal would be in Owner's best interest if a contract were made. The Owner reserves the right to consider proposals or modification thereof received at any time before the award is made if such action is in the interest of the Owner.

Any interested qualified firm and/or party is requested to make a response to accomplish the Scope of Services described herein. The response is to be signed by a duly authorized official of the firm and must be submitted in the time, manner and form prescribed.

The Owner reserves the right to reject any or all statements received as the result of this request. The Owner also maintains the right to negotiate with any firm, as necessary, to serve the best interests of Owner. The Owner will not be liable for any costs incurred by the firm prior to the signing of a contract.

An official authorized to bind the firm to the terms and provisions of the proposal must sign the proposal. No RFQ may be withdrawn for a period of 90 days after RFQ have been opened, pending the execution of contract with the successful proposer(s). The information contained in this RFQ defines and describes the services requested.

The proposal pages shall be consecutively numbered. This excludes the cover letter, required forms, tabs, and appendices. All documents will be typewritten on standard 8 x 11 white paper. Exceptions to the minimum page limit would be schematics, exhibits, photographs or other information necessary to facilitate Augusta's ability to accurately evaluate the proposal.

The Proposer must package and seal its proposals so that they will not be damaged in mailing. Proposers are reminded that under Georgia law, all opened documents fall under the Open Records Act and are subject to inspection by the public. Accordingly, proprietary information and/or data cannot be withheld from public inspection. All proposals and supporting documents will be submitted in accordance with the specifications. See the Trade Secret Affidavit. Vendors are required to submit a redacted copy of their RFQ submittal for any trade secret information contained in their RFQ submittal.

It is Augusta's intent to evaluate the proposals based on service merit and price and to choose the Proposer whose proposal provides the highest value to Augusta. Augusta reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in Augusta's opinion, such rejection is in the best interests of Augusta.

The Owner will evaluate all statements received from firms with respect to evidence that the goals and objectives of the project are fully understood. The firm's demonstrated technical capability and other qualifications, as described herein, will also be assessed. The Owner will then make their recommendation to the Augusta Commission for their consideration and final approval.

NOTE: Augusta reserves the right to accept a proposal, as submitted, and upon Commission approval enter into a contractual agreement with that selected Proposer. Consequently, it is imperative that all Proposers submit the best service and cost offer in the initial submission.

SECTION II – INTRODUCTION

Augusta Recreation and Parks Department (ARPD) is currently requesting proposals from qualified organizations to partner with Augusta to develop a plan for the redevelopment and management of Vernon Forrest Park. Such proposals will include a concept plan, a proposal for funding the implementation of the approved concept plan and a proposal for management by a successful bidder of the park and any improvements post implementation of the approved concept, as well as sources of funding for such management. Proposals should include a timeline of deliverables and proposals for community engagement in concept development and future management. Currently there are no funds allocated for the project by Augusta so interested parties shall demonstrate the ability to provide funding (including proposed grants), design, permitting, bidding, surveying, civil/mechanical/electrical engineering, geotechnical, inspections, permitting, cost estimating, street design, and utility design services (water, sewer, electric, natural gas, internet, fiber, etc.).

SECTION III – SCOPE OF SERVICES

A. Prepare schematic design plans based on the existing concept plan for review and approval by ARPD. The schematic plans will identify general park layout, grading and drainage, and utilities. Prepare preliminary and final plans that includes:
   1. Civil design to include site layout, grading, drainage, site utility plans, and erosion and sedimentation control plans.
   2. Geotechnical investigation.
   3. Landscaping and green/sustainable design for the park greenspace.
   4. Architectural design to include building plans, elevations, and sections.
   5. Structural design to include foundations, framing, and structural details.
   6. Electrical design includes building lighting, receptacles, and site lighting.
   7. Mechanical and plumbing design to include water supply, drainage, and ventilation for any proposed improvements (i.e. restrooms).

B. Develop and submit preliminary design and development plans (60% construction plans), and draft technical specifications to ARPD for review and approval.

C. Prepare preliminary construction estimates.

D. Develop and submit final design and development plans (90% construction plans) and technical specifications for ARPD review.

E. Meet with ARPD to review 90% construction documents and discuss review comments.

F. Final construction estimate.

G. Provide professional opinions of probable construction costs (OPCs) at each phase of design (i.e., 60% and 90% construction plan completion.

H. Upon approval from ARPD, 100% final construction documents (plans and technical specifications) for solicitation of construction bids will be prepared.

I. Preparations and attendance for public meetings is also required.

J. Construction contract administration.

K. Construction observation as needed.

L. Assigned Team Minimum Qualifications
   1. Assigned individual(s) to the project have a State of Georgia Engineering and Architectural License.
   2. Individual(s) have experience with similar projects within the State of Georgia.
   3. Qualified staff to perform the test research and required engineering and architectural calculations.

SECTION IV - SELECTION CRITERIA:

The Selection Team will only consider those firms who are able to demonstrate the following qualification requirement(s):

A. Affiliation with Vernon Forrest Park evidencing an ongoing commitment to rehabilitation and maintenance of the park.
B. Specialized experience of firm and related experience on projects of similar scope.
C. Expertise in urban design, landscaping, and infrastructure management.
D. Past performance by the lead consulting firm, sub-consultants, and their employees on similar projects.
E. Adequate staff with applicable and specialized expertise within the lead consulting firm and all sub-consultants, and current workload.
F. Proposed project approach, including design team and sub-consultants; team organization and structure; proposed schedule; and understanding of Project objectives.
G. Recent experience with maintaining schedules and budgets on relevant projects, demonstrating expertise in cost control, quality of work, and ability to meet schedules, and record of successfully completed projects without major legal or technical problems.
H. Ability to outline ability to fund maintenance of the Park without direct local government involvement.
I. Demonstrated experience conducting public meetings.
J. Other factors relevant to the Project, including previous client satisfaction level.
K. Rate structure for proposed staff including all sub-consultants.
L. Understanding of the area and context where the project is located

SECTION V - RESPONSE CONTENTS

An official authorized to bind the offeror must sign all statements. Any documents received after this time and date will not be considered and will be returned unopened to the vendor. Vendors that wish to join in a consortium must designate one vendor as principal or lead company. Consortiums will be evaluated according to the same requirements as a single vendor.

Other evaluation criteria, as outlined, should be addressed, and the vendor's abilities and compliance provided.

A selection of finalists firms will be made by a Selection Committee consisting of representatives of the Owner. The Selection Committee will receive and evaluate the Statements of Qualifications submitted in response to this Request for Qualifications (RFQ). To expedite the review of submittals, it is essential that respondents follow the format and instructions outlined below.

Submittals of Firm information and qualifications should be **no more than (15) pages in length** (exclusive of cover and index sheets) and should include the following information.

SECTION CONTENTS

A. PROCUREMENT DOCUMENTS:

All documents required under the Augusta Procurement regulations and procedures, properly executed, and notarized as required. The notary seal shall be visible on the original AND all copies.

B. COVER LETTER

Cover letter may be up to two pages and should identify the Prime Firm and all firms proposed for the team. Include a contact telephone number and email address in the event the project manager needs to share follow-up information. The letter must be signed and dated by an official authorized by the prime consultant.

C. COMPANY QUALIFICATIONS

Demonstrate the firm's overall qualifications to fulfill the requirements of the scope of work along with the following:

1. Project understanding.
2. Summary of team organization
3. Approach to Scope of Work including proposed deliverables. The approach should be responsive to the items presented in this RFQ but, can be enhanced where it can be shown that doing so benefits the project.
4. Proposed timeline and deliverables schedule, with interim dates or deliverables, demonstrating an understanding of any federal, state, and local reviews required. The timeline shall commence as shown in the Submission Schedule and Key Dates.

D. TEAM QUALIFICATIONS

Elaborate on the general information presented in the introduction to establish the credentials and experience of the prime consultant and its team to undertake this type of project. The following must be included:

1. Team Organization Chart showing all firms, contractual relationship between firms, and names of specific staff proposed for this project, including their titles.
2. Identify a minimum of five similar projects the firm, acting as prime consultant, has conducted which demonstrate its ability to conduct and manage the project. Examples should have been completed within the past seven years. Provide a synopsis of each project and include the name of the project, project location, client name, date completed, amount of the firm's contract, and contact person.
3. If sub-consultants are involved, provide corresponding information describing their qualifications as requested in paragraph two above. All sub-consultants shall also show a minimum of three similar projects completed in the past seven years.

E. TEAM EXPERIENCE

Provide the professional credentials and experience of persons assigned to the project. Although standard resumes may be included, identify pertinent team experience to be applied to this project. Specifically, Augusta is interested in the experience, expertise, and total quality of the consultant's proposed team. If principals of the firm will not be actively involved in the project, do not list them.
The submittal clearly indicate the Project Manager, and other key team members, and their qualifications. The following must be included:

1. Complete description of team organization including identification of the Project Manager, key personnel, office location, and roles and responsibilities of all sub-consultants.

2. Responsibilities to be fulfilled by each team member assigned to the Project. The description of responsibilities shall include an estimated percentage of the total project that is to be completed by each individual team member.
3. Ability of all sub-consultants to provide and maintain a local presence during the course of the Project. At a minimum, the Project Manager shall demonstrate availability for numerous coordination meetings that will take place in Augusta.
4. Current workload and firm/team capacity.

F. TECHNICAL APPROACH

Provide information on the consultant's understanding and approach to accomplishing the Project. The following must be included:

1. Project approach
2. Understanding of the area where the project is located
3. Approach to public outreach and public relations
4. Process for evaluation of alternatives, identifying permits and permit agencies, site and environmental analysis, if applicable
5. Knowledge and specific experience in green/sustainable design and construction practices
6. Management tools, techniques, and procedures used to maintain project schedules.
7. The Bidder will develop and maintain a detailed project schedule upon award, identifying all major design, permitting, procurement, and construction milestones. The schedule will be regularly updated throughout the project to ensure timely completion and coordination with the Owner.
   a. The Bidder will develop and maintain a detailed project schedule upon award, identifying all major design, permitting, procurement, and construction milestones. The schedule will be regularly updated throughout the project to ensure timely completion and coordination with the Owner.
   b. The Bidder must list a reasonable number of calendar days for completing the design phase after the Notice of Award/Notice to Proceed.
   c. Following design completion and receipt of all required approvals, the Bidder must list estimated calendar days for construction.

G. FINANCIAL STABILITY

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

a. If a public company include a recap of the most recent audited financial report.
b. If a private company provide a recap of the most recent internal financial statement; and letter, on the financial institution's letterhead, stating financial stability.

NOTE: Bidder's financials will NOT be disclosed in any part of the RFQ. Failure to include the above listed financial stability requirements may affect your scoring on the evaluation sheet.

H. REFERENCES:

Prime consultants must provide a minimum of three (3) references and sub-consultants must provide a minimum of two (2) references, each of which Augusta may contact regarding qualifications and past performance. All references must be familiar with projects for which members of the submittal team have participated, including the designated Project Manager and include:

1. Name of Organization and Contact
2. Title of Contact
3. Address (delivery and email)
4. Telephone Numbers

SECTION VI - SUBMISSION REQUIREMENT

Qualified firms interested in providing the services described herein are invited to submit a complete SOQ for consideration. Failure to provide all requested information may be sufficient cause for rejection of the qualifications. **One (1) marked unbound original and one (1) electronic copy of the RFQ on a USB Flash Drive**. Submittals should be organized and tabbed. The original is to be single sided copies only. Additional copies may be double sided. Supplemental materials, such as company brochures, tabs, cover letters and required Procurement Forms, etc. are not counted as part of the 15 page limit. Qualification packages that do not comply with the above instructions may be disqualified.

1. **Do Not Include A Fee Proposal. Firms shall not include fee or cost information when responding to this solicitation.**

2. All proposals will be evaluated by an Augusta, Georgia Selection Committee (Committee). The Committee may be composed of Augusta, Georgia staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Augusta, Georgia Procurement Office only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

3. **Submittal Costs and Confidentiality:** All expenses for preparing and submitting responses are the sole cost of the party submitting the response. The Owner is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of the Owner. Labeling information provided in submittals "proprietary" or "confidential", or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award. Vendors are required to submit a Trade Secret Affidavit and include a redacted copy of their qualifications.

SECTION VII - CRITERIA FOR EVALUATION

Evaluation Process

All proposals will be evaluated by an Augusta, Georgia Selection Committee (Committee). The Committee may be composed of Augusta, Georgia staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Augusta, Georgia Procurement Office only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFQ. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of Augusta, Georgia's requirements as set forth in this RFQ. If needed, the selection process will include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Cumulative Scores will include the total from Phase 1 and Phase 2. It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. The contract for this project/service will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero-to-five-point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFQ specifications. The approach has no probability of success. For mandatory requirements this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project/service objectives per RFQ.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ requirements and expectations.
5	Excellent/ Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ specification.

The Evaluation Criteria Summary and their respective weights are as follows:

1. Completeness of Response (Pass/Fail)

- **a.** Responses to this RFQ must be complete. Responses that do not include the proposal content requirements identified within this RFQ and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria, and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location or returned to the vendor (at vendor's expense). Please provide shipping instructions and/or fees upon the completion of the competitive process.

Conflict of Interest Statement (Pass/Fail)

- **a.** Discloses any financial, business, or other relationship with the Augusta, Georgia that may have an impact upon the outcome of the contract or the construction project/service.
- **b.** Lists current clients who may have a financial interest in the outcome of this contract or the construction project/service that will follow.
- **c.** Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project/ service.

2. Qualifications & Experience (20 points)

- **a.** Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants/proposers to conduct the required services as listed in this RFQ and adhering to all required license requirement for federal, state, and local services.

3. Organization & Approach (20 points)

- **a.** Describes familiarity of project/service and demonstrates understanding of work completed to date and project/service objectives moving forward.
- **b.** Roles and Organization of Proposed Team
  - i. Proposes adequate and appropriate disciplines of project/service team.
  - ii. Some or all of team members have previously worked together on similar project/service(s).
  - iii. Overall organization of the team is relevant to Augusta, Georgia's needs.
- **c.** Project and Management Approach
  - i. Team is managed by an individual with appropriate experience in similar project/services. This person's time is appropriately committed to the project/service.
  - ii. Team successfully addresses all requirements of this RFQ.
  - iii. The team and management approach responds to project/service issues. Team structure provides adequate capability to perform both volume and quality of needed work within project/service schedule milestones.
- **d.** Roles of Key Individuals on the Team
  - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project/service.
  - ii. Key positions required to execute the project/service team's responsibilities are appropriately staffed.
- **e.** Working Relationship with Augusta, Georgia
  - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
  - ii. Team leadership understands the nature of public sector work and its decision-making process.

iii. Proposal responds to potential request for assistance by Augusta, Georgia during the service.

4. Scope of Service (30 points)

Discuss your firm's understanding of the Scope of Services, tasks and requirements to be performed included in specifications to include the following**.**

- **a.** Specific relevant experience of your company specific to "Park system maintenance" concept and design).
- **b.** A detailed description of the proposed technical approach to be taken for the performance of the required services.

5. Schedule of Work (5 points)

Bidder must provide a Time Logic Scale Critical Path Method (CPM) schedule with start and finish dates. The schedule addresses all knowledgeable phases of the project/servicer, in accordance with the general requirements of this RFQ

6. Financial Stability (5 points)

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

- **a.** If a public company include a recap of the most recent audited financial report.
- **b.** If a private company provide a recap of the most recent internal financial statement; and letter, on the financial institution's letterhead, stating financial stability.

NOTE: Financials will NOT be disclosed in any part of the RFQ. Failure to include the above listed financial stability requirements will affect your scoring on the evaluation sheet.

7. References (5 points):

Prime consultants must provide a minimum of three (3) references and sub-consultants must provide a minimum of two (2) references, each of which Augusta may contact regarding qualifications and past performance. All references must be familiar with projects for which members of the submittal team have participated, including the designated Project Manager and include:

- **a.** Name of Organization and Contact
- **b.** Title of Contact
- **c.** Address (delivery and email)
- **d.** Telephone Numbers

8. Presentation by Team (10 points) (Optional)

Team presentation conveying project/service understanding, communication skills, innovative ideas, critical issues, and solutions.

9. Q&A Response to Panel Questions (5 points) (Optional)

Proposer provides responses to various interview panel questions.

THIS IS A NO FEE PROPOSAL – FUND RAISING ABILITY SHOULD BE INCLUDED

Weighted scores for each Proposal will be assigned utilizing the table below:

	Phase 1			
No.	**Evaluation Criteria**	**Rating (0-5)**	**Weight**	**Score (Rating * Weight)**
1	Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	Pass/Fail
2	Overall Qualifications & Experience		20	
3	Organization & Approach		20	
4	Scope of Services: Discuss your firm's understanding of the Scope of Services, tasks and requirements to be performed included in specifications to include the following: - Specific relevant experience of your company specific to Park reconditioning and maintenance concept and design). - A detailed description of the proposed technical approach to be taken for the performance of the required services.		30	
5	Schedule of Work		5	
6	Financial Stability		5	
7	References		5	
	(Optional – Numbers 8 and 9) Any Vendors that Receive Less Than a 3 Ranking in Any Category will not be considered for Phase II)	**Rating (0-5)**	**Weight**	**Score (Rating * Weight)**
8	Presentation by Team		10	
9	Q&A Response to Panel Questions		5	
		Total:	**100**	

Qualifications will be evaluated according to each Evaluation Criteria and scored on a zero-to-five-point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

SECTION VIII - SELECTION PROCESS

The Procurement Department will examine your qualifications to ascertain that all required documents are included, properly executed and in the correct quantity. Failure to meet these criteria may result in your qualifications submittal being deemed non-compliant and thus ineligible for further consideration.

A Selection Committee will review all QUALIFICATIONS submitted in response to this solicitation. Based upon the background information reported in the response, the Committee will determine whether the proposer is qualified or unqualified. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of Augusta, Georgia's requirements as set forth in this RFQ.

Using the Statements of Qualifications and the selection criteria, the Committee will rank the firms based upon the quality and content included in their Statement of Qualifications as well as a demonstrated understanding of the project and Augusta's requirements. Depending upon the number of qualifications received, Augusta may request select firms to make presentations to the Selection Committee and field any questions they might have to clarify their qualifications and provide additional information.

Following the presentations, if deemed necessary, the Selection Committee will vote on the preferred vendor(s). All contracts with the selected Firm(s) are subject to approval by the Augusta, Georgia Commission.

The evaluation and selection process will be conducted in accordance with the Procurement regulations as described elsewhere in this RFQ.

Augusta, Georgia reserves the right to cancel or reject any or all RFQs, waive irregularities in any statement, accept or reject all or any part of any statement, waive any requirement of the qualifications, as may be deemed in the best interest of Augusta, Georgia.

Phase One Criteria (Identify short listed offerors only)

The Procurement Director, in consultation and upon the recommendation of the head of the using agency, shall select from among the offerors no less than three (3) offerors (the "short-listed offerors") deemed to be the most responsible and responsive; provided, however, they may select fewer than three (3) if deemed appropriate. If three (3) or less offerors respond to the solicitation, this requirement will not apply. The selection of the short-listed offerors shall be made in order of preference. From the date qualifications are received by Procurement Director through the date the contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of offeror's teams prior to award.

It is the intent of the Owner to conduct a fair and comprehensive evaluation of all qualifications received. The final contract will be awarded to the vendor who submitted qualifications that are most advantageous to the Augusta. The Department's intent is to qualify a single firm for the scope above; however, the Department may choose to award to more than one firm.

Your team will be evaluated based on how well your firm and its individual professionals meet the criteria outlined including general and specific selection criteria. Based on the Evaluation Criteria, Augusta reserves the right to select more than one firm to provide the requested services. Please submit your qualifications in a concise written tabulated format indexed and organized. The recommended firm and contract will be presented to the Augusta Commission for final approval. Each submittal must respond to the requested information for each section.

<u>Phase Two Criteria</u> (If deemed necessary)

(Rank the company that best address scope of services/ technical qualifications as outlined in the specifications to be in the best interest of Augusta, Georgia).

After an initial screening process, a technical question and answer conference or interview will be conducted, if deemed necessary, to clarify or verify the offeror's qualifications and to develop a comprehensive assessment of the qualifications.

<u>Final Negotiations and Letting of the Contract</u>

The Committee shall rank the technical qualifications. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose qualifications are determined to be the most advantageous to Augusta, Georgia. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended.

The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter. In making this decision, the Using Agency and the Procurement Director shall take into account the scope, the complexity, and the professional nature of the services to be rendered.

Should the Using Agency and the Procurement Director be unable to negotiate a satisfactory contract with the offeror considered the most responsible and responsive for the Using Agency and the Procurement Director determines to be fair and reasonable to Augusta, Georgia; negotiations with that offeror shall be terminated. The Using Agency and the Procurement Director shall then undertake negotiations with the second most responsible and responsive short-listed offeror. If negotiations with the second most responsible and responsive short-listed offeror are unsuccessful, negotiations shall be terminated, and the Using Agency and the Procurement Director shall then undertake negotiations with the third most responsible and responsive short-listed offeror. Should Using Agency and the Procurement Director be unable to negotiate a contract with any of the short-listed offerors, the Using Agency, and the Procurement Director and the using agency may select from the additional offerors that were not short-listed in order of their responsibility and responsiveness and the Using Agency and the Procurement Director may continue negotiations in accordance with this section until an agreement is reached.

It is Augusta's intent to award the contract to the most qualified and responsible proponent(s) who provides the best overall proposal(s) in Augusta's sole discretion.

A draft contract is attached as Attachment A. A formal contact will be agreed upon during contract negotiations using a contract format similar to the draft contract included in the RFQ specifications.

The Owner also maintains the right to negotiate with any firm, as necessary, to serve the best interests of Owner.

Do Not Include A Fee Proposal. Firms shall include their plan to gain funding to recondition and maintain the park not using Augusta's budget .

Any or all of the firm(s) may be requested to expand on their response and/or make a formal presentation.

Augusta, Georgia reserves the right to reject any or all RFQs, waive irregularities in any statement, accept or reject all or any part of any statement, waive any requirement of the qualifications, as may be deemed in the best interest of Augusta, Georgia.

When in the best interest of the Augusta, Georgia, Augusta reserves the right to request additional information and to request a "Best and Final" offer.

STATE OF GEORGIA CONTRACT # _______________

AUGUSTA, GEORGIA

Draft Contract for the Provision of

RFQ Item #26-906 Redevelopment and Ongoing Management for the Vernon Forrest Park Improvement Project

ARTICLE #101 – INTRODUCTION

This Contract for ________________________________ (hereinafter "Services") is made and entered into as of _________________ (execution date) is by and between Augusta, Georgia, (hereinafter "County") located at 535 Telfair Street, Suite 605, Augusta GA 30901, and ___________________________ which is principally located at ____________________________ (hereinafter "Contractor").

WHEREAS Contractor is an entity that is legally registered and qualified and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties", and,

WHEREAS nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect, and,

WHEREAS Contractor represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the County and the County has relied on such representation, and,

WHEREAS the Parties mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

WHEREAS this contract will become legally binding upon signature and execution by both Parties; and,

WHEREAS any documents, including bid advertisements, exhibits, attachments, plans, maps, or other, are all incorporated herein by reference, and,

NOW THEREFORE, and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, incorporated, and made a part hereof, and other good and valuable consideration expressed by a valid offer and acceptance, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT

A. Contractor agrees to provide the Services to the County as detailed in the Scope of Work. Unapproved work outside the Scope of Work may not be compensated.
B. County agrees to pay as compensation any fees as listed on the Exhibit (X) , which shall be fixed and firm for the duration of the contract unless modified by mutual consent via Amendment or Renewal.

ARTICLE #103 – NOTICES

To the extent that either Party to this Contract is required to provide notice(s) to the other Party in compliance herewith, then the Party shall direct notice(s) to the following people:

ISSUING OFFICER	COUNTY PROJECT MANAGER
Andy Penick, CPSM	Name: ________________
Director of Procurement	Title: __________________
Augusta, Georgia Government	Dept. __________________
535 Telfair Street, Suite 605,	Address: ________________
Augusta, GA 30901	City: Augusta, GA 30901
Ph: (706) 821-4820	Ph: ___________________
Email: apenick@augustaga.gov	Email: ___________________

CONTRACTOR'S CONTACT INFORMATION

Contact Name(s): ____

Company Legal Name: ____

Physical Address: ____

Phone(s): ____

Email(s): ____

Remit to Address (if different): ______________________________________

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

The Contract is not exclusive. The County reserves the right to select other Contractors to provide the Services similar to those described in this Contract during the term of the Contract should the need arise, or the Contractor fails to perform.

ARTICLE #105 – CONTRACT TERM

A. For multi-year contracts, one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic nor guaranteed.

B. For construction, renovations or repair projects, the Contract Term shall be from the Notice-to-Proceed date through the agreed project end date specified as ______________, substantial, final completion. Projects shall not commence until a Purchase Order has been issued and accepted by Contractor.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

A. This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract constitutes the sole and entire Contract and understanding between the Parties as to the subject matter hereof, and no verbal promises have been made by either Party in relation hereto.
B. Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

A. In the event that Party to this Contract breaches this Contract, including failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract.

The breaching Party shall have thirty (30) days from the date of receipt of the written Notice-to-Cure the breach or to otherwise negotiate a resolution of the breach.

B. If the breach has not been cured and the Parties hereto have not resolved the issue described in the Notice-to-Cure by thirty (30) days after receipt of the letter, the Party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or relief as to any bonds issued hereon. Additional provisions are:

1. Delay or Impossibility of Performance. Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due. If delay results from a third-party's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

2. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including, but not limited to, fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs because of force majeure.

3. Definition: The term "force majeure" as defined in Black's Law Dictionary is "an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the Parties could not have anticipated or controlled."

4. Obligations Beyond Contract Term. The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.

ARTICLE #108 – TERMINATION PROVISIONS

The County may terminate this Contract by providing thirty (30) days' written Notice-of-Termination to the Contractor at any time. Should the County terminate this Contract prior to the date of automatic termination, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice-of-Termination is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of this Contract up to the date of termination.

A. **Termination for Convenience**. Following thirty (30) days' written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. **Termination for Cause**. The occurrence of any of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
   1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
   2. The County determines that Contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
   3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
   4. The Contractor becomes subject to any Bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including Bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistently with applicable federal or state law.
   5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
   6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default**. If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice-of-Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice-of-Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:

   1. Immediately terminate the Contract for default without additional written notice; and/or,
   2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and,
   3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. **Termination Due to Non-Availability of Funds.** This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. Termination due to Failure of Contractor to Act. The County may terminate the Contract for any of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds (if required) when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS.

F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by County, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

G. Contractor's Termination Duties. Upon receipt of a Notice of Termination, the Contractor shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of Notice of Termination describing the status of all work under the Contract including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
2. Immediately cease to use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the Notification of Termination and the substitution of any replacement Contractor.
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY

The Parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior expressed written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES

This Contract is for the benefit of the Parties hereto only and is not intended to benefit any third party or give rise to any duty or causes of action for any third party. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to third parties, if allowed in writing by the County. Any Contract with a third-party must also preserve the rights of the County.

ARTICLE #112 – ENTIRE CONTRACT

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

A. **Public Records Request**. The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.
B. **Record Retention and Access**. The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE #115 – ADDITIONAL TERMS AND CONDITIONS

The County shall not be bound by any terms and conditions included in any Contractor's sales-orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

ARTICLE #116 – WAIVER

The failure of any Party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to people, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County as quickly as possible. In the event of such replacement, Contractor shall (1) notify County of any resulting replacement, (2) introduce the individual serving as the replacement to County, and/or (3) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
B. The County has the right to require the Contractor to reassign or remove any employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Contractor will remove the employee immediately and replace them with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's approval.
C. Contractor agrees to obtain prior written approval from the County for the use of sub-contractor(s) to provide the Services described in Scope of Work prior to sub-contractor(s) performance of work. Contractor agrees to supply the County with a copy of any contract it enters into with any subcontractor. Such non-disclosure of sub-contractors may result in non-payment for Services.

ARTICLE #118 – INSURANCE REQUIREMENTS

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The COI must list "Augusta, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "Augusta, Georgia its Board of Commission, officers, employees, servants, and agents, located at 535 Telfair Street, Augusta, GA 30901". The policy must protect the Contractor and the County (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers' Compensation Insurance:

A. $1,000,000 Bodily Injury by Each Accident

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Augusta, Georgia Board of Commission, its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Augusta, Georgia. This provision applies regardless of whether or not Augusta, Georgia has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all service contracts.

A. $1,000,000 Each Occurrence
B. $2,000,000 General Aggregate

Commercial Auto Liability Insurance: Required for all service contracts, except for goods and/or services that are remote in nature and/or are delivered by a professional delivery service.

$1,000,000 Combined Single Limit

Additional Provisions:

A. Uninsured motorists' coverage should be equal to the per occurrence limit except for contracts with other governmental entities.
B. Coverage shall be included for any owned, leased, hired, or non-owned autos.

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

A. $1,000,000 Each Claim/Wrongful Act
B. $2,000,000 General Aggregate

ARTICLE # 119 – NO WAIVER:

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."

B. **Solicitation**. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

C. **Vehicles and Equipment.** Except for any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

The contractor agrees it will not use the name or any intellectual property, including but not limited to, County trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the County.

ARTICLE # 121 - COMPENSATION:

A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on Exhibit (X), which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receiving receipt of undisputed invoice to the County.

B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.

C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.

D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

A. Upon Contract execution, the County will issue a Notice-to-Proceed ("NTP") and a Purchase Order ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) by electronic mail (e-mail) to the Contractor's representative in ARTICLE #103 – NOTICES.

B. The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County. Any work including, but not limited to, travel, preliminary meetings, planning, etc. performed outside of the terms and conditions of and before the issuance of a Notice-to-Proceed (NTP) will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

C. The Scope of Services shall remain in effect from the NTP date to substantial completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment pursuant to ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION, a time extension letter, or otherwise authorized by the County.

D. Invoice/Payment

1. Contractor shall invoice the County via email each month sent solely to Accounts Payable at 535 Telfair Street, , Augusta, GA 30901 and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials do not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in Exhibit (X).
2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Contractor's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued.

3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.

4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the Conditions of the Contract.

6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.

7. Prior to Substantial Completion, progress payments in an amount equal to 95% of the value of the work completed and 95% percent of the value of materials and equipment not incorporated in the Work but delivered and suitably stored, in each case, the aggregate of payments previously made.

8. Retainage payments shall be paid by County after final acceptance of work.

E. Unsatisfactory Performance/Delay of Payment

If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory the County's Project Manager identified in *ARTICLE #103 – NOTICES* shall issue a written Notice-to-Cure to Contractor. Contractor agrees that upon receipt of the written Notice-to- Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.

F. Delay of Payment Due to Contractor's Failure**.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amount payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

G. Set-Off Against Sums Owed by the Contractor**.** If the Contractor owes the County any sum under the terms of this Contract, pursuant to any judgment or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

H. Final Payment. Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

I. The Contractor shall not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not pay for a third party under any circumstances.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (if required)

A. The Contractor must furnish to the County both a performance and payment bond, both equal to one hundred percent (100%) of the Contract's total award dollar amount. The County will only issue a Notice to Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable.
B. The Contractor is required to provide new bonds at the issuance of each renewal option term(s) or extension(s) that follow.

C. The Contractor must provide all required bonding instruments to the County prior to the commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null and void and thus not eligible for compensation.

ARTICLE #124 – RETAINAGE (If required)

The County will retain and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainment throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

The Parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. Should either party bring a legal suit to enforce the terms of this Contract, including suit in equity, the Parties agree and consent to file any such suit in the Superior Court of Augusta, Georgia

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ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE #127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986.

B. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
C. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference providing services pursuant to this Contract.

ARTICLE #128 – ORDER OF PRECEDENCE

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's response, the order of precedence shall be as follows:

A. Any amendments to the Contract, including all exhibits thereto.
B. The Contract itself, including all exhibits thereto.
C. Attachments appended to the Contract.
D. All other Contract attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

The Parties mutually acknowledge that all exhibits and attachments listed below are made a part of this Contract, as though expressly written in the solicitation documents and the Bidder's response, are herein incorporated by reference.

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The County is exempt from State of Georgia Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur. The Bidder will not charge the County for any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless County of Augusta Government, County Commissioners, its agents, servants, employees, officers, directors, elected officials, or any other person(s) against any loss or expense.

This includes attorney fees because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this Contract.

ARTICLE #132 – NOT A JOINT VENTURE

The County shall not be bound by any terms and conditions included in any Contractor quote, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein. In all cases the County's Terms and Conditions shall govern and supersede any Contractor's Terms and Conditions.

ARTICLE #133 – NON-DISCRIMINATION

During the performance of this Contract, the Contractor agrees as follows:

1. **Equal Opportunity.** The Contractor shall not discriminate against any employee, applicant for employment, subcontractor, vendor, or participant in the performance of this Contract on the basis of race, color, religion, sex, pregnancy, national origin, age, disability, genetic information, veteran status, or any other characteristic protected by applicable federal, state, or local law.
2. **Employment Practices.** The Contractor shall ensure that all employment practices, including recruitment, hiring, promotion, compensation, training, discipline, and termination, are conducted without unlawful discrimination.
3. **Access to Programs and Services.** In performing this Contract, the Contractor shall provide services and benefits in a manner that does not unlawfully discriminate against any person and shall comply with all applicable provisions of:
   a. Title VI of the Civil Rights Act of 1964;
   b. Title VII of the Civil Rights Act of 1964;
   c. The Americans with Disabilities Act of 1990 (ADA), as amended;
   d. Section 504 of the Rehabilitation Act of 1973;
   e. The Age Discrimination Act of 1975;
   f. Any other applicable federal, state, and local nondiscrimination laws and regulations.
4. **Subcontractors.** The Contractor shall include this non-discrimination provision in every subcontract and purchase order entered into under this Contract and shall require compliance by all subcontractors and suppliers.
5. **Compliance and Remedies.** Failure to comply with this provision shall constitute a material breach of the Contract and may result in suspension, termination, withholding of payment, or such other remedies as may be authorized by law or by the terms of the Contract.

The Contractor shall comply with all applicable civil rights requirements and shall not retaliate against any individual for exercising rights protected under federal, state, or local anti-discrimination laws or for participating in any investigation or proceeding concerning alleged discrimination.

ARTICLE #134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Augusta-Richmond County, GA Official Code of Ordinances, Guidelines & Procedures, Chapter 10 (as amended).

2. If any conflict or ambiguity arises between the terms and conditions herein and the Official Code of Augusta, the latter will govern.
3. The terms and conditions set forth herein shall supersede and govern all Contractor's terms and conditions or service level agreements.
4. The County retains the right to "red line" sections of the Contractor's terms and conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order ("PO") and delivery of goods or services serves as the Supplier's full and complete acceptance of the County's terms and conditions.
6. The terms "supplier", "CONTRACTOR", "bidder", "offeror", "Contractor", "designer", "distributor", "dealer" or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "Contractor" for services.
7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
9. The Supplier shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
12. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
13. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, Contract, or Agreement, unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept back orders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for back orders to ship at a later date.

17. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, Memoranda of Understanding and other such agreements.
18. In all cases, the jurisdiction shall be the State of Georgia, Augusta, GA, for arbitration or other legalities.
19. Deliveries go to the ship-to addresses listed on the PO and within the specified time. The Supplier must follow instructions if multiple ship-to addresses exist on the PO.
20. The County shall have the right to inspect all goods or services at the time and place of delivery. The risk of loss of goods shall pass on to the County upon completion and final acceptance of the project delivery.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.

22. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
23. Contractor agrees not to assign, in full or in part, this Contract to another party without the County's expressed written consent. Any attempted assignment or delegation shall void and make ineffectual this Contract for all intents and purposes.
24. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
25. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Augusta governing Ethics.
26. All goods and services supplied pursuant to a PO shall, unless otherwise stated, conform exactly to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation upon which a PO is based, and all the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
27. All media production, recordings, videos, photography, artwork, plates, embroidery tape, silk screen, engravings, and other printed or digital media materials paid for in full by the County are considered County property and shall be delivered to the County upon request.
28. If a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
29. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein. Thus, the Supplier certifies that it and its sub-Contractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. Unless delivery, shipping, freight, are specified as "included" in the cost, then Goods are Free-On-Board (F.O.B.) destination and freight, Shipping and delivery shall be pre-paid and added to the invoice as a separate line item. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
32. The County does not pay late fees nor interest charges.
33. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier, unless otherwise arranged.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

-Signature Page Follows-

IN WITNESS WHEREOF, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. Contractors must print their company's full legal company name below as it appears on their W-9 form.

Contractor's Full Legal Name:	**Owner:**
______________________________	AUGUSTA, GEORGIA
By: ____________________________	By: ______________________
	Garnett L. Johnson
Print Name: _____________________	Mayor, Augusta, Georgia
Title: __________________________	
Date: __________________________	Date: _____________________
Sworn to and subscribed before me this	Attestation: _________________
	Clerk of Commission
_____ Day of ______________, 2026.	
Notary Public: ____________________	
Notary commission expires: __________	
[Affix Locus Sigilli – Seal or Stamp]	

NO RESPONSE LETTER

PLEASE SUBMIT BY RESPONSE DUE DATE

RFQ #Item #26-906	Redevelopment and Ongoing Management for the Vernon Forrest Park Improvement Project	Due: Wednesday, June 10, 2026 @ 11:00 a.m.

To: **Augusta, Georgia - Procurement Department**

This is to certify that ____, will not be submitting a response to the above referenced solicitation document prepared by Augusta Procurement Department.

Reason(s) for No Submission:

___ Unavailability of required resources

___ Prior commitments

___ Inadequate anticipated funding Level

___ Project Duration

___ Potential conflict of interest

___ Duplication of ongoing effort

___ Other (please explain)

____

____

Authorized Representative:

Name:

____

Title:

____

Signature:

____

Date: _____/ _____/ 20____