



# Hall County Government

FINANCIAL SERVICES

## INVITATION FOR BID IFB #003-44

### Fire Sprinkler Systems Annual Contract

**Date Issued:** April 10, 2023

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

**Bidding Process:** Hall County (herein “County”) is now accepting sealed bids for “Fire Sprinkler Systems Annual Contract.”

Bids will be received in the Purchasing Department located on the 4<sup>th</sup> floor at the Hall County Government Center, 2875 Browns Bridge Road, Gainesville, GA 30504, until 2:00 p.m., Eastern Standard Time (EST), Monday, April 24, 2023. Purchasing will make a formal written addendum and publically post the addendum if needed.

**Bid Documents:** A bid package may be obtained from our website (see below), select on the bid located under the header “**Bids and Proposals**” and then select “**Request a Bid Package**”. Once the requested information is received in the Purchasing Office a bid package will be sent via email. The website is as follows:

<https://www.hallcounty.org/Bids.aspx>

Firms must submit two (2) copies of their proposal; one (1) of which must be marked as “Original”, one (1) marked as “Copy” and one (1) electronic USB drive. We also request proposals be sent in a **sealed** envelope or a box clearly marked with “IFB #003-44 for “Fire Sprinkler Systems Annual Contract.”

**General Qualifications:** Bidders must be in the regular business of providing services involved with traffic control supplies.

**Validation:** Purchasing will only consider signed bid documents.

**Bid Retention:** The vendor may not withdraw a bid for a period of one-hundred and twenty (120) days after the bid opening. The County reserves the right to retain all bids submitted and use any idea(s) in a bid regardless of whether that bid is selected or not. The County shall have the right to waive any informality or irregularity of immaterial deviation in any bid received. All forms and documents entitled “Mandatory” must be completed and returned with the bid. All bid responses become the property of Hall County and will not be returned.

**Questions:** All questions must be in writing and directed solely to the issuing officer, Mike Hawkins, Buyer, [mhawkins@hallcounty.org](mailto:mhawkins@hallcounty.org). No other contact of any nature, verbal, email, or other communication, is permissible with any County staff member, nor its elected officials, nor Commissioners, during the evaluation process. Such contact may render the submission in violation of the Official

Code of Hall County and rendered as non-responsive. The bid response will not be evaluated for an award.

A **mandatory site visit** will be Thursday, April 13, 2023 @ 1:30PM at the following address:

Hall County Government Center – LOBBY AREA  
2875 Browns Bridge Rd.  
Gainesville, GA. 30504

Other buildings on this site visit will include: the Hall County Courthouse. The Annex Building (“77” Building), the Hall County Health Dept., and one of the County’s Community Centers.

This will give an opportunity to ask questions and to see the systems as well.

Respectfully,

Mike Hawkins, Buyer  
Hall County, Georgia

## I. SCOPE OF WORK:

Hall County is seeking a contract to purchase fire sprinkler system services for use by Hall County with a guaranteed bid price for a 12-month period. This contract will begin upon contract execution and be in effect until June 30, 2024. The successful bidder may be allowed two (2) annual one (1) year renewals of this contract all upon the same terms and conditions.

- A. Bidder Information: The products offered shall be comparable with the detailed requirements listed below (unless otherwise noted). The "Bid Response" form is used to verify compliance to item specifications and/or requirements. Any deviations from specifications or requirements must be noted by the bidder; otherwise, the bid is as specified. All bids are to include shipping where applicable. If any line item has a zero or is blank, that line item will be considered a "No Bid".
- B. Specifications: The following minimum specification shall apply to the requested services:

It is the intent of the following specifications to provide a service program in which all components of the County's fire suppression system are inspected and tested on a schedule agreed upon by the successful bidder, and the Hall County Building Maintenance Director in full accord with the National Fire Protection Association (N.F.P.A.) standards. The program shall include logging and retention of all relevant records. The minimum requirements for an annual contract for fire sprinkler inspections, maintenance and repair services at various facilities follows. All equipment or material shall comply with the latest standards and meet or exceed these specifications. Literature and product specifications shall accompany the bid.

**In the event of an emergency, the response time must be no more than 2 hours.**

## II. SUBMISSION OF BIDS:

Please submit your bid addressing all items listed below. Failure to include any of these mandatory documents may result in disqualification. All responses must be in writing. Do not email your bid response.

Copy of Business License  
Letter of Bondability  
Certificate of Insurance  
Exhibit A - Mandatory Bid Response Sheet  
Exhibit D - Mandatory Questions Worksheet  
Exhibit E - Mandatory Scored Questions/Responses  
Exhibit F - Mandatory S.A.V.E. Program Affidavit  
Exhibit G - Mandatory Cone-of-Silence Affidavit  
Exhibit H - Mandatory Completed W-9 Form  
Exhibit I - Mandatory E-Verify Affidavit  
Exhibit J - Mandatory Contractor Ethics Affidavit  
Exhibit K - Sample Contract Template for Services

**III. VENDOR INFORMATION:**

Vendor's past experience in doing the same type of project, not current projects,

List (3) three agencies: Agency: \_\_\_\_\_

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

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Agency: \_\_\_\_\_

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

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Agency: \_\_\_\_\_

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

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

# EXHIBIT A

## MANDATORY BID RESPONSE FORM

Bidders must complete and return this form with their bid

By submitting a proposal, the respondent certifies that they have fully read and understand the proposal's Scope of Work and fully understands the requirements needed to complete the project. The services offered and the cost factor must be valid for at least ninety-(90) days from date of signature.

**Date of Bid Submittal:** \_\_\_\_\_ **IFB Bid No: #** \_\_\_\_\_

**Bid Name:** \_\_\_\_\_

**Affirmation:** Bidder affirms the following by affixing a wet signature in blue ink below:

**“I agree to abide by all terms and conditions of this IFB and certify that I am authorized to sign this bid”.**

Bidder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Physical Address 2: \_\_\_\_\_

Acknowledge receipt of all issued addenda (if any) by listing their numbers and date of issuance below:

\_\_\_\_\_

Bids not signed may be declared as “Non-Responsive” and will not be evaluated.

If you desire to submit a “No Bid” then please indicate by checking one or both of the reasons listed below and explain.

\_\_\_\_\_ Bidder does not offer this service

\_\_\_\_\_ Unable to meet specifications

# EXHIBIT B

## IFB Bid Submittal Terms and Conditions

1. **Modifications:** Bidder will not alter this Invitation for Bid (IFB) except by written and published addenda by the County's Financial Services Department, Purchasing Division.
2. **Bid Signature:** The County may reject any bid submitted without a signature on Exhibit A - Mandatory Bidders Response.
3. **Bid Acceptance Time:** The County requires bids to be valid for one-hundred and twenty days (120) from receipt.
4. **Bid Identification:** All bids must be submitted in a sealed envelope (physical or digital) labeled with the appropriate bid number and title.
5. **Withdrawal of Bids:** Bidders may only withdraw their bid by written request if received prior to the time and date set for the opening of bids
6. **Bonds:** If the County requires Performance and Payment bonds then the County must receive the bonds prior to any work begins. Include a letter of your company's Performance and Payment Bondability equal to 100% each of the bid amount.
8. **Award of Contract:** County will award to the responsive and responsible bidder(s) whose bid, conforming to the request for proposals, will be most advantageous to the County; price and other factors considered. The County reserves the right to reject any and/or all bids submitted and to waive any technicalities or minor irregularities of immaterial deviation in bids received. All pricing will be fixed and firm throughout the term of any contract.
9. **Non-Discrimination:**
  - 9.1. **Non-Discrimination:** The Bidder assures County to provide services in a manner that does not discriminate workers because of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained service animal.
  - 9.2. **Americans with Disabilities Act (ADA):** The Bidder agrees to comply with Hall County's ADA notice and procedures. They are available upon request and are accessible on Hall County's website. Anyone who requires accommodation to access Hall County's services or programs because they have a qualified disability may contact Hall County's ADA Coordinator at [mtuck@hallcounty.org](mailto:mtuck@hallcounty.org), forty-eight (48) hours prior to the scheduled event or as soon as possible.
10. **Exceptions to Specifications:** Any award resulting from this IFB shall bind the Bidder to all terms, conditions, and specifications set forth in this request for proposals. Bidders whose proposals do not conform should so note on separate page if necessary and/or on the bid schedule. While the County reserves the right to make an award to a nonconforming Bidder, when in the best interest of the County. Bidders are urged to conform to the greatest extent possible.

11. **Proposal Results:** Interested parties may request, in writing, a bid tabulation after award of IFB has been awarded.
12. **Payment:** Payments will be made upon all items completed each month or completion of all work and acceptance by County on invoices submitted and approved by the appropriate County representative. Receipt of goods or services do not constitute acceptance. The County must inspect and approve all goods and services.
  - 12.1. Payment terms are Net 30
13. **Retainage:** N/A
15. **Inquiries Regarding Payment:** Email invoices or payment inquiries regarding payment of invoices at [accountspayable@hallcounty.org](mailto:accountspayable@hallcounty.org).
16. **Execution of Contract:** This IFB, its Exhibits, Attachments, and the Bidder's response are all incorporated herein by reference.
17. **Certificate of Insurance:** The professional agrees to procure insurance as specified below:
  - 17.1. **Workers' Compensation Insurance** for all employees who are engaged in the work under the contract.
  - 17.2. **Public Liability and Motor Vehicle Liability Insurance:** The professional shall take out and maintain during the life of this contract, such public liability and motor vehicle liability insurance as shall protect him while performing work covered by this contract from claims for damages which may arise from operations by himself or by any other person directly or indirectly employed by him and the amounts of such insurance shall be as follows:
    - 17.2.1. **Public Liability Insurance** in an amount not less than \$1,000,000.00 on account of one occurrence.
    - 17.2.2. **Motor Vehicle Liability Insurance** on all motor vehicles owned, leased or otherwise used by the professional in an amount not less than \$500,000.00 (combined single limit) for bodily injury including death and property damage combined.
  - 17.3. **Professional Liability Insurance:** The professional shall procure and maintain during coverage in the amount not less than \$1,000,000.00.
  - 17.4. The issuing insurance company must be licensed to do business in the state of Georgia.
  - 17.5. The professional shall furnish to Hall County, a certificate of insurance covering the work as required above as evidence that the insurance required will be maintained in force for the entire duration of the work performed under this agreement.
  - 17.6. The cancellation of any policy of insurance required by this agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in OCGA § 33-24-44.
  - 17.7. Each policy of insurance required under this agreement shall provide for notice requirements under the laws of the State of Georgia as set forth in OCGA § 33-24-44 and by endorsement shall provide that the County will receive a copy of said notice of cancellation.

- 17.8. A certificate of insurance with a cancellation provision which provides for less notice than that required by OCGA § 33-24-44, or which provides that failure to give the written notice will not impose any responsibility upon the insurer, will be considered as an endorsement of the referred to in the certificate and shall constitute a basis for insurance rejection of the insurance by the county.
- 17.9. In addition to its agreement to obtain and maintain the insurance as set forth herein above, the Contractor agrees to indemnify and hold harmless the County, its officers, agents and employees from any and all claims against the county, its officers, agents, and employees, which arise out of any act or omission of the professional or any consultant employed by the professional or any of their officers, agents or employees, and any and all claims which result from any condition created or maintained by the professional or any consultant employed by the professional or any of their officers, employees or agents, which condition which a result of work performed under the contract
18. **Cancellation of Insurance:** If the insurance is canceled, the contractor shall deliver to the Owner new policies of insurance. Should the Contractor neglect to obtain and maintain in force such insurance and deliver such policy or policies, then it shall be lawful for the Owner to obtain and maintain such insurance.
19. **Inclusion:** All items and/or services standard, expected, necessary, and/or routine to such a project as this and not actually stated in this request for proposals will be the responsibility of the successful proposer to provide at no other cost to the county unless so stated on the successful proposer's proposal as additional cost items and accepted by the County at the time of the award and/or contract.
21. **Independent Contractors:** The proposer represents to Hall County that he is fully experienced and properly qualified to perform the functions provided herein and that they are properly equipped, organized, and financed to perform such functions. The proposer shall finance their own operations and shall operate as an independent contractor and not as an agent of Hall county and nothing contained in this request for proposals or a contract resulting from same shall be construed to constitute the proposer or any of his/her employees, servants, agents, or subcontractors as a partner, employee, servant, or agent of the county nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.
22. **Assignment of Contractual Rights:** It is agreed that the successful proposer will not assign, transfer, convey, or otherwise dispose of a contract that results from this request for proposals or his/her right, title, or interest in or to the same, or any part thereof, without written consent of the County. The County does not accept factored invoices.
23. **Starting Time:** Work will commence as directed after the County issues a "Notice to Proceed" on the project and commence in a routine, orderly manner until completion and acceptance by the county.
24. **Change Orders:** Any-and-all change order requests by the successful bidder must be approved by Hall County in writing.
25. **Indemnity:** Successful proposer agrees, if entering into a contract as a result of this request for IFB, to defend, indemnify, and hold harmless Hall County from any and all courses of



action or claims of damages arising out of or related to proposer's performance or actions or those of their employees or agents, under said contract.

26. **Termination:** Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this IFB, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by Hall County, Georgia unless shall be renewed without any lapse, unless positive action is taken to terminate said contract by The County.
27. **Appropriation of Funds:** Initial contract and any continuation contract(s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County's obligations under said contract(s).
28. **Cancellation for Cause:** Should either party fail to comply with the terms and conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non-compliance to the terms and conditions of this contract. The other party shall have fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of thirty (30) calendar days following the date of the initial letter of complaint.
30. **Governance:** In the case of conflict or ambiguity between the Terms and Conditions and Exhibit K: Contract Template, the later shall govern.

# EXHIBIT C

## Mandatory Cost Proposal Worksheet

IFB #003-44

**Company Name:** \_\_\_\_\_

**Bidder's Name:** \_\_\_\_\_

**Bidder's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

1. For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at the Hall County Courthouse "77" Building, 116 Spring Street, Gainesville, Georgia 30501  
as per the following specifications: Bid Amount: \$ \_\_\_\_\_  
Per Inspection

2. For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at the Hall County Courthouse, 225 Green Street, Gainesville, Georgia 30501  
as per the following specifications: Bid Amount: \$ \_\_\_\_\_  
Per Inspection

3. For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at the Hall County Parking Deck, 122 Spring Street, Gainesville, Georgia 30501  
as per the following specifications: Bid Amount: \$ \_\_\_\_\_  
Per Inspection

4. For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at the Hall County District II Health Department, 1280 Athens Street, Gainesville, Georgia 30501  
as per the following specifications: Bid Amount: \$ \_\_\_\_\_  
Per Inspection

5. For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at the Hall County "Catherine F. Brown" Health Department Building, 1290 Athens Street, Gainesville, Georgia 30501  
as per the following specifications: Bid Amount: \$ \_\_\_\_\_  
Per Inspection

6. For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at the Spout Springs Library, 6488 Spout Springs Road, Flowery Branch, Georgia 30542

as per the following specifications:

Bid Amount: \$ \_\_\_\_\_  
Per Inspection

7. For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at the Hall County Jail, 1700 Barber Road Gainesville, Georgia 30507

as per the following specifications:

Bid Amount: \$ \_\_\_\_\_  
Per Inspection

8. For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at Hall County Resource Recovery, 1008 Chestnut Street, Gainesville, Georgia 30501

as per the following specifications:

Bid Amount: \$ \_\_\_\_\_  
Per Inspection

9. For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at the Hall County Landfill, 1700 Oakbrook Drive Gainesville, Georgia 30507

as per the following specifications:

Bid Amount: \$ \_\_\_\_\_  
Per Inspection

10. For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at the East Hall Community Center, 3912 P Davidson Road, Gainesville, Georgia 30507

as per the following specifications:

Bid Amount: \$ \_\_\_\_\_  
Per Inspection

11. For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at the Mulberry Creek Community Center, 4491 J M Turk Road, Flowery Branch, Georgia 30542

as per the following specifications:

Bid Amount: \$ \_\_\_\_\_  
Per Inspection

12. For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at the Emergency Services Complex, 470 Crescent Drive, Gainesville, Georgia 30501

as per the following specifications:

Bid Amount: \$ \_\_\_\_\_  
Per Inspection

13. For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at the Animal Control, 1688 Barber Road, Gainesville, Georgia 30507

as per the following specifications:

Bid Amount: \$ \_\_\_\_\_  
Per Inspection

14. For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at the North Hall Community Center, 4175 Nopone Road, Gainesville, Georgia 30506 as per the following specifications: Bid Amount: \$ \_\_\_\_\_ Per Inspection

15. For furnishing all labor, materials and equipment necessary for the inspection of the fire sprinkler system located at the Hall County Government Center, 2875 Browns Bridge Road, Gainesville, Georgia 30504 as per the following specifications: Bid Amount: \$ \_\_\_\_\_ Per Inspection

16. For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at Hall County Sheriff's Office, 2859 Browns Bridge Road, Gainesville, GA 30504 Bid Amount: \$ \_\_\_\_\_ Per Inspection

17. For furnishing all labor, materials, and equipment For furnishing all labor, materials, and equipment located at Hall County Correctional Institute, 1698 Barber Road, Gainesville, GA 30507 Bid Amount: \$ \_\_\_\_\_ Per Inspection

18. For furnishing all labor, materials, and equipment necessary for the inspection of the fire sprinkler system located at Hall County Elachee Nature Center, 2125 Elachee Drive, Gainesville, GA 30504 Bid Amount: \$ \_\_\_\_\_ Per Inspection

19. For furnishing all labor, materials, and equipment necessary for the maintenance and repair of the fire sprinkler systems located at all of the above facilities:

A. Hourly Labor Rate Bid Amount: \$ \_\_\_\_\_

B. Overtime Hourly Labor Rat \$ \_\_\_\_\_

C. Percentage Markup on Parts \_\_\_\_\_%

20. For furnishing all labor, materials, and equipment necessary for a 3 to 5 year Internal Inspection at any Hall any Hall County location as per the following specifications (does not include annual test): Bid Amount: \$ \_\_\_\_\_  
Per Inspection

- A. Remove the cover plate to the Fire Sprinkler Control Valve and check for any possible damage or problems to the valve
- B. Replace all pressure gauges
- C. Perform an obstruction investigation in the Fire Sprinkler main piping
- D. Retag the Fire Sprinkler Systems after all work has been performed
- E. 5 year testing includes Hydro testing of all 6 hoses and reinstalling them at the Hall County Courthouse 77 building only. The annual inspection of this building includes unrolling all 6 fire hoses, inspecting them and rolling them back up and re-installing them into the host cabinet.





# Hall County Government

FINANCIAL SERVICES

## Exhibit D INSTRUCTIONS FOR S.A.V.E Program Affidavit

*Systematic Alien Verification for Entitlements (SAVE) Program  
Office of U.S. Citizenship and Immigration Service (USCIS).*

---

### Background

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
**Wesley Geddings**

Pursuant to the “Georgia Security and Immigration Compliance Act,” Hall County cannot contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all new employees. Neither the contractor nor sub-contractor may enter a contract with the County in connection with the physical performance of services unless the contractor or sub-contractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91. The County requires each contractor to fill out the affidavit below stating they comply with this Georgia Compliance Act before Hall County can legally accept the bids from each contractor/vendor.

*To register for the E-Verify Program visit [www.uscis.gov](http://www.uscis.gov). The County will not accept bids without this completed form.*

### Procedure:

Affirmative language will be set forth in contracts for the performance of services regarding the above requirement. The County will require an affidavit from a contractor showing its compliance with the requirements of O.C.G.A. § 13-10-91 at the time a contract for the performance of physical services is executed. The contract shall include language referencing this obligation and providing that failure to supply an affidavit evidencing such compliance (or to continue to meet the statutory obligation during the life of the contract) shall constitute a material breach of the contract. Upon notice of such breach, the contractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the Contractor’s not cure the breach, then the County shall be entitled to all available remedies, including termination of the contract and damages.

Prime Contractor’s must obtain a signed and notarized SAVE document for each sub-contractor utilized on this project.

*[Affidavits and signature pages follow]*



# Hall County Government

FINANCIAL SERVICES

## Exhibit D INSTRUCTIONS FOR S.A.V.E Program PRIME CONTRACTOR Affidavit Under O.C.G.A. § 13-10-91(b) (1)

Systematic Alien Verification for Entitlements (SAVE) Program  
Office of U.S. Citizenship and Immigration Service (USCIS).

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Hall County, Georgia, has registered and is participating in a federal work authorization program\* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform And Control Act of 1986 (IRCA), in accordance with the deadlines established in the referenced statute.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work-authorization user identification (E-Verify) number and date of authorization are as follows:

*\*The applicable federal work authorization program as of the effective date of the statute is the E-Verify Program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS). To register for the E-Verify Program visit [www.uscis.gov](http://www.uscis.gov). The County will not accept bids without a valid E-Verify Number.*

\_\_\_\_\_  
Name of Prime Contractor

\_\_\_\_\_  
Contractor's/Vendor's E-Verify #

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City / State

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Printed Name/Title of Authorized Officer

\_\_\_\_\_  
Name of Project

Subscribed and sworn before me on this the  
\_\_\_\_\_ Day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_





# Hall County Government

FINANCIAL SERVICES

## Exhibit D

### S.A.V.E Program SUB-CONTRACTOR Affidavit

#### Under O.C.G.A. § 13-10-91(b) (1)

Systematic Alien Verification for Entitlements (SAVE) Program  
Office of U.S. Citizenship and Immigration Service (USCIS).

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

By executing this affidavit, the undersigned sub-contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for Financial Advisory Services on behalf of Hall County, Georgia, has registered and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform And Control Act of 1986 (IRCA), in accordance with the deadlines established in the referenced statute.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work-authorization user identification (E-Verify) number and date of authorization are as follows:

*\*The applicable federal work authorization program as of the effective date of the statute is the E-Verify Program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS). To register for the E-Verify Program visit [www.uscis.gov](http://www.uscis.gov). The County will not accept bids without a valid E-Verify Number.*

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Contractor's/Vendor's E-Verify #

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City / State

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Printed Name/Title of Authorized Officer

\_\_\_\_\_  
Name of Project

Subscribed and sworn before me on this the  
\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_



# Hall County Government

FINANCIAL SERVICES

## EXHIBIT E

### Mandatory Cone-of-Silence Affidavit

In order to ensure fair consideration for all bidder’s responding to the County’s Invitation for Bid Proposals, the County requires that all potential bidders to the Solicitation, that all firms, companies, agents, or other refrain from discussions privately or publicly during the Solicitation process. This includes all staff, employees, subcontractors, as well as paid or unpaid personnel acting on the firm’s behalf shall not contact nor participate in any type of contact with County employees, department heads or elected officials, up to and including the County Administrator and Board of Commissioners.

Therefore, the County issues this “Cone of Silence” that shall be in effect from the date the solicitation is publicly advertised, until the time an award decision has been approved by the Board of Commissioners and fully executed by all parties. Contact should only be between the bidding firms and the Issuing Officer/Buyer listed in the Solicitation documents.

Any such contact may be considered as collusion and may result in the bidder being disqualified from participation and consideration for award. All contact must be coordinated through the Issuing Officer, for the procurement of these products and/or services.

Please reference the Solicitation number on all correspondence to the County. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

*I understand and shall fully comply with the above requirements.*

**Signed:** \_\_\_\_\_

**Typed Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT F**

**MANDATORY E-VERIFY AFFIDAVIT**

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

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

\_\_\_\_\_ Federal Work Authorization User Identification Number

\_\_\_\_\_ Date of Authorization

\_\_\_\_\_ Name of Contractor

\_\_\_\_\_ Name of Project

Hall County, Georgia  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_ Signature of Authorized Officer or Agent

\_\_\_\_\_ Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**EXHIBIT G**  
**MANDATORY ETHICS AFFIDAVIT**  
For Compliance with  
Official Code 3.10.070 of Hall County

Contractors, consultants, and vendors of any service or commodity to Hall County, Georgia must read and affirm to adhere to the following ethics requirements.

3.10.070. - Ethics.

- A. It is the policy of Hall County to seek the best overall value when procuring goods and services. Toward this end, the county finds and declares that its objectives will best be achieved through an open, competitive process with a broad range of responsible vendors wishing to furnish products and services to the county. Hall County will establish and conduct a procurement program that maximizes service benefit to the community and awards contracts to vendors who offer the best quality and value.
- B. Hall County declares that county employees and officials, along with those wishing to do business with the county, have the shared responsibility for avoiding biased, anticompetitive, or unethical practices.
- C. Hall County employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value when such receipt has the potential to influence a procurement decision or to gain undue advantage in a procurement competition.
- D. Prospective vendors must compete for county business within the parameters of the solicitation process and are prohibited from seeking to obtain inside information, attempting to skew the writing of specifications, or influencing a procurement decision through any means outside the process established for the particular solicitation. This principle applies to any contractor, subcontractor, representative, employee, or agent that may be associated with a procurement transaction.
- E. Bidders and proposers shall disclose on competitive bid responses any individual(s), firm(s), and/or county official(s) who do business with the county if there is an appearance of a conflict of interest.
- F. Ethical business practices are important, both, during a solicitation, and after the decision to grant an award. The county seeks to establish relationships with business partners whose ongoing ethical standards of business conduct are congruent with those outlined here. The purchasing manager, subject to the approval of the director of financial services, is charged with establishing methods for ongoing monitoring for non-compliance with these principles. The prohibition against the offering of or the acceptance of kickbacks, gratuities, payments or any other instrument of value extends beyond and outside any specific procurement or solicitation.
- G. A vendor's contract compliance history with Hall County and other contractual parties is a valid element in the decision to award a solicitation.
- H. Hall County stipulates that the furtherance of its strategic goals for job creation, stability and growth in the tax base, business retention, and other fiscal and economic development objectives may be considered during the procurement process. The purchasing manager, subject to the approval of the director of financial services, is authorized to establish procurement initiatives consistent with the

county's strategic economic development objectives. These procurement practices shall be applied consistently and equitably and shall have a direct relationship to the county's goals.

I. Hall County employees, officials, and their family members are generally prohibited from participation in any procurement decision or any gain of undue advantage in a procurement competition as a result of contemporaneous employment with a potential or actual business partner.

J. It is unethical for any county employee to purchase commodities or services from a county contract for personal use.

K. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Hall County contract may not initiate or continue any verbal or written communications regarding a solicitation with any county officer, elected official, employee or other county representative other than the purchasing associate named in the solicitation, or the county's financial advisor, between the date of the issuance of the solicitation and the date of the final contract award by the board of commissioners. The purchasing manager will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Hall County representative.

L. All county commissioners, officials, and employees shall adhere to the standards outlined in the Hall County Code of Ethics.

M. **(AMENDED)** The purchasing division of the financial services department shall determine and implement methods of educating all prospective contractors, bidders, proposers, and vendors on the requirements and provisions of Code Section 3.10.070, including, but not limited to, requiring each prospective contractor, bidder, proposer, and vendor that expresses an intent to do business with the County to sign an affidavit attesting that they have read this Chapter and have more specifically also read Code Section 3.10.070." (Res. of 11-14-19(1), § 1(Exh. A))

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city),  
\_\_\_\_\_ (state) \_\_\_\_\_ (Zip Code)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

On This the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_