



Administrative Services Committee Meeting Commission Chamber - 12/13/2016

ATTENDANCE:

Present: Hons. Hardie Davis, Jr., Mayor; M. Williams, Chairman; D. Williams, Vice Chairman; Lockett and Davis, members.

ADMINISTRATIVE SERVICES

1. Approve the replacement of one mower for the Recreation Department-Maintenance Division. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner William Lockett	Commissioner Mary Davis	Passes

2. Information Update and Report on the coordinated efforts between the City and the Augusta Housing Authority to address complaints about properties occupied under the Section 8 housing assistance program. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner William Lockett	Commissioner Mary Davis	Passes

3. Motion to approve the minutes of the Administrative Services Committee held on November 8, 2016. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner William Lockett	Commissioner Mary Davis	Passes

4. A motion to approve the twenty-four (24) policies submitted by the PPPM subcommittee as developed by the consultant and for the Administrator to develop a personnel procedures manual and bring back an appropriate ordinance to abolish the current PPPM. **Item Action:** None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	No action was taken on this item due to the loss of a quorum.			

5. Motion to Deny the Protest of Federal Engineering, Inc., regarding RFP Item 16-200 Land Mobile Radio Consulting Services for Augusta, Georgia - Information Technology Department and to lift the stay of procurement in accordance with Augusta, GA Code. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to uphold the denial of the protest and award the bid to Engineering Associates LLC. Motion Passes 4-0.	Commissioner William Lockett	Commissioner Dennis Williams	Passes

6. Motion to Deny the Protest of Weinberger's Business Interiors, regarding Bid Item 16-238 Furniture for the Public Defender's Office for Augusta, Georgia - Central Services Department - Facilities Division and to lift the stay of procurement in accordance with Augusta, GA Code. **Item Action:** Approved

Motions

Motion	Motion Text	Made By	Seconded	Motion
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Type		By	Result
Approve	Motion to uphold the denial of the protest by Weinberger's Interiors.	Commissioner William Lockett	Dies for lack of Second

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item to the full Commission with no recommendation. Mr. Lockett votes No. Motion Passes 3-1.	Commissioner Mary Davis	Commissioner Dennis Williams	Passes

7. Update on the new contract with Gold Cross and finding solutions to resolving this issue: 2) Request Gold Cross representatives to be present for discussions: 3) Update from the Administrator on progress and process of negotiations of new contract . **(Requested by Commissioner Wayne Guilfoyle)** **Item Action:** None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this to the Administrator and let her report back to us next Tuesday.	Commissioner Dennis Williams	Commissioner Mary Davis	

No action was taken on this motion due to the loss of a quorum.

www.augustaga.gov



**Administrative Services Committee Meeting
12/13/2016 1:10 PM
Attendance 12/13/16**

Department:

Presenter:

Caption:

Background:

Analysis:

Financial Impact:

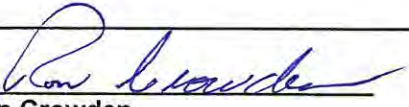
Alternatives:

Recommendation:

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:

AUGUSTA, GEORGIA
FINANCE DEPARTMENT-FLEET MANAGEMENT DIVISION
REPLACEMENT CRITERIA FORM

Department Name: Recreation Department		Department Number 101-06-1110		Date: 11/28/2016	
Vehicle Description: Mower -Riding, Slope			Asset #:		995006
Assigned Use: Used on Riverwalk, around the Boat House and boat storage area.					
Actual Age: 17		Current miles/hours: N/A		Purchase Price: \$24,499.00	
Life Expectancy Criteria Requirements -(Policy Evaluation)					
Age:	Miles or Hours	Type of Service	Reliability	Maint/Repair	Condition:
17	N/A	3	4	5	5
Evaluation Points 46			Policy Evaluation Results: Needs immediate consideration for replacement		
Fleet Managers Recommendation: This unit was disposed of on 5 october 2016. At that time the engine was using excessive oil, loosing compression, loosing power and could not climb a hill. The engine required to be replaced, however based on the age of the equipment the engine is not available. This machine was reportedly difficult to operate.					
 Ron Crowden Fleet Manager					
Replacement Date: 2017			Fiscal Year Replacement: 2017		
Estimated Replacement Cost: \$32,953.55			Funding Source: 2016 Capital Outlay		

RANGES

Under 18 Points	Excellent	18 to 22 Points	Good
23 to 27 Points	Qualifies for Replacement		
28 Points or more	Needs immediate consideration for replacement		



Central Services Department

Takiyah A. Douse, Director
Ron Crowden, Fleet Manager

Fleet Management
1568-C Broad Street
Augusta GA 30904
Phone: (706) 821-2892

MEMORANDUM

To: Ms. Geri Sams, Procurement Director
Through: Ms. Takiyah A. Douse, Central Services Director
From: Ron Crowden, Fleet Manager
Subject: Purchase Mower from Georgia State Contract
Date: November 18, 2016

This memo is to request permission to use the state contract awarded vendor, Venture Products, Inc., who are represented by Howard Brothers Company of Duluth, Georgia, for the purchase of one (1) multi-implement power mower for the Augusta Recreation Department. This mower will replace a disposed unit formerly used in and around the Augusta Riverwalk area. The state awarded contract number is 99999-001-SPD0000102-0019. We have included the Georgia state contract pricing, the vendor's standard pricing, and also competitive pricing from two other vendors for your review.

Please let us know your decision on this request at your earliest convenience so we may move forward with the purchasing process.

If you have any questions or concerns, please contact me.

Best Personal Regards,

A handwritten signature in dark ink, appearing to read "Ron Crowden", written over a horizontal line.

Ron Crowden
Fleet Manager



Ordering Instructions

Statewide Contract Information Sheet

Updated: 09/26/2016

Statewide Contract Number	99999-001-SPD0000102	NIGP Code(s)	Main 02067 Please see full list below:
Name of Contract	TRACTORS & MOWERS		
Effective Date	08/01/2014	Expiration Date	07/31/2017
Contract Table of Contents			
Suppliers Awarded	27	Contract Information:	MANDATORY
Contract Information for Supplier			

 Catalogs and Contracts Contracts Search Contracts

< Back to Search Results

9 of 27 Results ▾



99999-001-SPD0000102...

Tractors & Mowers

Contract Summary

?

Type: Mandatory Statewide Contract
 Supplier: VENTURE PRODUCTS INC
 Dates: 8/1/2014 - 7/31/2017
 Version: Renewal 0

Summary

Contract Information

Contract Name * Tractors & Mowers
 Contract Type * Mandatory Statewide Contract
 Supplier Name VENTURE PRODUCTS INC
 Summary View Summary

Dates And Renewal

Start Date 8/1/2014 12:00 AM EST
 End Date 7/31/2017 11:59 PM EST

Contract Managers

Carl Allen Hall carl.hall@doas.ga.gov
 +1 (404) 657-4254

> Additional Purchasing Information

> Attachments

> PO Clauses

VENTURE PRODUCTS INC (VENTRAC)

Contract Information

Statewide Contract Number	99999-001-SPD0000102-0019
PeopleSoft Supplier Number	0000148958

Supplier Name & Address

Contract Administrator

PRIMARY CONTACT FOR QUOTES & ORDERS:

Michael Noel

Government & State Contract Specialist VENTRAC
by Venture Products Inc.

Direct: 330-683-0075 Ext. 2235 Toll

Free: 1-866-836-8722

michael.noel@ventrac.com

Contact Details

Ordering Information	Orders may be placed via Team Georgia Marketplace™, eSource, phone, email, and fax directly to Michael Noel with Venture Products as noted below. For product demonstrations, service and repairs contact Ventrac's authorized dealer for the State of Georgia: Howard Brothers Hardware & Outdoor Power Alan Howard 3616 Buford Highway Duluth, GA 30096 Mobile: 770-560-4843 alan@howardbrothers.com
Remitting Information	VENTURE PRODUCTS INC 12657 Church Road Orrville, OH 44667-0148

Delivery Days In stock orders will be ready for Delivery within five (5) business days after receipt of Purchase Order. Customized Equipment, with optional attachments, implements, accessories, and other specified configurations, delivery as quoted by the supplier at time of order

Discounts	Supplier	Sub-Category	Brand	Discount
	VENTURE PRODUCTS	14	VENTRAC	15%
	VENTURE PRODUCTS	16	VENTRAC	15%
	VENTURE PRODUCTS	17	VENTRAC	15%
	VENTURE PRODUCTS	19	VENTRAC	15%
	VENTURE PRODUCTS	20	VENTRAC	15%
	VENTURE PRODUCTS	21	VENTRAC	15%
	VENTURE PRODUCTS	22	VENTRAC	15%
	VENTURE PRODUCTS	23	VENTRAC	15%
	VENTURE PRODUCTS	26	VENTRAC	15%
	VENTURE PRODUCTS	31	VENTRAC	15%
	VENTURE PRODUCTS	40	VENTRAC	15%
	VENTURE PRODUCTS	41	VENTRAC	15%
	VENTURE PRODUCTS	43	VENTRAC	15%
	VENTURE PRODUCTS	58	VENTRAC	15%

Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government
Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card (P-Card) under this contract as permitted by current policies governing the Purchasing Card program.

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Q U O T A T I O N

PAGE: 1



Howard Bros, Inc.
3616 Buford Highway
Duluth, GA 30096
Phone #: (770)476-3006
Fax #: (770)476-8358

DATE: 10/13/2016
ORDER #: 79162
CUSTOMER #: 186458
CP: Alan H
LOCATION: 1
STATUS: Active

BILL TO : 186458

AUGUSTA FLEET MANAGEMENT
1568C BROAD STREET
AUGUSTA, GA 30904

SHIP TO

AUGUSTA FLEET MANAGEMENT
1568C BROAD STREET
AUGUSTA, GA 30904

		Retail		State Contract Price	
MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	TOTAL
VEN	4500Z	KUBOTA 32 HP GAS	1	\$21,919.95	\$19,380.00
VEN	70.4067	4100 DUAL FIELD TRAX	1	\$1,175.99	\$1,010.50
VEN	70.4119	DIRECTIONAL HAZARD, KIT	1	\$495.00	\$425.70
VEN	70.4140	SLOPE DIGITAL INDICATOR, KIT	1	\$340.00	\$292.40
VEN	70.0098	CANOPY	1	\$570.00	\$490.20
VEN	HQ680	TOUGH CUT MOWER	1	\$3,129.95	\$2,762.50
VEN	70.8054	SWIVEL WHEEL KIT	1	\$575.00	\$494.50
VEN	HM722	MOWER DECK NEW STYLE	1	\$3,399.95	\$3,009.00
VEN	ET200	TURBINE BLOWER	1	\$4,879.95	\$4,313.75
****	FFSU	FACTORY FREIGHT & SETUP	1	\$775.00	\$775.00

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

SUBTOTAL: \$32,953.55
TAX: \$0.00
ORDER TOTAL: \$32,953.55



4500 Series Tractor & Accessories GA Contract Price List

SDP0000102
Effective 4/22/2016

4500 SERIES TRACTORS					
Part #	Model	Description		MSRP	GA Pricing
39.51130	4500K	Vanguard 31 hp Gas	Air-Cooled	18,500.00	15,725.00
70.4116-99		4500K Accessories Kit*	Standard on Liquid Cooled	995.00	855.70
*4500K kit includes: Front fenders, foot pegs, rear weights (4 weights), weight transfer					
39.51207	4500P	Kawasaki 31 hp DFI Gas	Liquid-Cooled	21,950.00	18,657.50
39.51208	4500Z	Kubota 32 hp Gas 3LC**	Liquid-Cooled	22,800.00	19,380.00
39.51209	4500Y	Kubota 25 hp Diesel	Liquid-Cooled	22,800.00	19,380.00

**Kubota High Altitude Kits available - see accessories page for pricing

4500 TRACTOR ACCESSORIES - FACTORY INSTALLED*					
70.4100-99		3 Point Hitch		1,795.00	1,543.70
70.4111-99		Seat, Full Suspension		400.00	344.00

4500 TRACTOR TIRE OPTIONS - FACTORY INSTALLED*					
53.0077		22 x 12-8 All Terrain	STANDARD		
53.0137-99	Includes 4 tires	22 x 11-10 Turf	Optional	210.00	180.60
53.0101-99	Includes 4 tires	21 x 11-8 Bar	Optional	210.00	180.60

Optional tires priced per set and may be selected for factory installation in place of standard tires.

* Factory installed on assembly line only

4500 DUAL OPTIONS					
70.4067		Dual Wheel Kit - All Terrain	One kit per tractor	1,175.00	1,010.50
70.4068		Dual Wheel Kit - Turf tire	One kit per tractor	1,350.00	1,161.00
70.4069		Dual Wheel Kit - Bar Tire	One kit per tractor	1,350.00	1,161.00

4500 ALL WEATHER CAB					
70.2009	KW450	4500 All Weather Cab	includes work lights	5,990.00	5,151.40
70.2006-3		Strobe Beacon		225.00	193.50
70.2006-4		Exterior Mirrors		120.00	103.20
70.2006-6		Directional Defrost		195.00	167.70
70.2005-2		Directional Signals/Flashers		375.00	322.50
70.2009-51		Console Mount Fan/Heater/Filter	Kubota tractors	795.00	683.70
70.2009-52		Console Mount Fan/Heater/Filter	Kawasaki tractor	845.00	726.70



4500 Accessories Price List

GA CONTRACT
Effective 4/22/2016

4500 TRACTOR ACCESSORIES - DEALER INSTALLED

Accessories also available factory installed on assembly line. See page 1 for pricing

Part #	Model	Description		MSRP	GA Pricing
70.4100		3 Point Hitch, Kit	Factory installed price - Page 1	1,675.00	1,440.50
39.56114		3 N 1 Adaptor	Used with 3-point Hitch	405.00	348.30
70.4098		3" Wheel Extensions		425.00	365.50
70.4105		12V Power Outlet Rear, Kit		135.00	116.10
70.4104		12V Switch & Plug Front, Kit		249.00	214.14
47.0312		Arm Rest Deluxe Seat, Kit	Factory Standard Seat	60.00	51.60
47.0325		Arm Rest Susp-Seat, Kit		105.00	90.30
70.0098		Canopy		570.00	490.20
53.0108		Chrome Hub Cap	EACH	20.00	17.20
70.4119		Directional Hazard, Kit	ROPS mount only	495.00	425.70
70.4106		Electric PTO Remote, Kit	Used on HG150 Generator	125.00	107.50
70.4102		Engine Heater, Kit	Kubota, 4500Z & 4500Y	85.00	73.10
70.4107		Foot Pedal Control, Kit		80.00	68.80
70.4121		Front Hitch Lock Valve, Kit		115.00	98.90
70.4129		High Altitude Kubota, Kit	1000 - 5600 ft	41.00	35.26
70.4130		High Altitude Kubota, Kit	4300 - 8900 ft	41.00	35.26
70.2001		Hitch 2-N-1 Front	Holds 6 - 47.0115 weights	395.00	339.70
70.2002		Hitch 2-N-1, Weight Bar Ext.	Used w/ 70.2001, holds 4 - 47.0115	125.00	107.50
70.4120		Horn, Kit		99.00	85.14
70.4109		Hydraulic Front Dual Valve, Kit		395.00	339.70
70.4038		Hydraulic Top Link	Used with 3pt Hitch	275.00	236.50
70.4126		Hydraulic Rear Valve, Kit		825.00	709.50
70.4101		Backup Alarm, Kit		85.00	73.10
70.4110		Propane, Kit (tanks no included)	Used on unit 4500Z - Kubota Gas	1,995.00	1,715.70
70.4108		Raised Platform, Kit		99.00	85.14
70.4093		Seat Belt, 4 point	4500 Series units only	400.00	344.00
70.4111		Seat, Full Suspension	Factory installed price - Page 1	425.00	365.50
70.4140		Slope Digital Indicator, Kit	Available October 2015	340.00	292.40
70.4114		Strobe Light, Kit	ROPS mount only	215.00	184.90
47.0115		Suitcase Weight, 42 lbs	Standard on 4500 LC Tractors	95.00	81.70
70.4115		Weight Transfer, Kit	Standard on 4500 LC Tractors	250.00	215.00
70.4133		Work Light LED, Kit	ROPS mount only	280.00	240.80

4500 SPREADER OPTIONS

39.55500	ES220	Spreader/SEED & FERTILIZER	Requires 12V Rear Kit	2,150.00	1,849.00
70.4105		12V Power Outlet Rear, Kit	Required for Spreader 220	135.00	116.10
70.2010	SS575	Spreader/SALT	Requires install Kit	1,695.00	1,457.70
70.8129		Spreader Install Kit for 4500	Required for Spreader SS575	265.00	227.90
70.8131		Drop Curtain for SS575/SS300	Optional	285.00	245.10
70.8120		Vibrator Kit	Optional	325.00	279.50
70.4123		Propane 4500Z install kit	Optional	295.00	253.70
70.2013	SA250	Drop Spreader/SALT	Requires 12V Rear & Install Kit	4995.00	4,295.70
70.4105		12V Power Outlet Rear, Kit	Required for SA250 - 4500 only	135.00	116.10
70.8140		Spreader Mounting Kit 4200/4500	Required for Spreader SA250	325.00	279.50
70.8142		Universal Mounting Kit - 2" rec	ATV's, UTV's and other units	375.00	322.50
70.8143		Universal 3 pt Mounting Kit		395.00	339.70
70.8149		Extension Hopper Kit	Optional	250.00	215.00
70.8150		High Speed Sprocket Kit	Optional for ATV's & UTV's	79.00	67.94

<u>Part #</u>	<u>Model</u>	<u>Description</u>	<u>Accessory</u>	<u>MSRP</u>	<u>GA Pricing</u>
39.55214	HE482	Power Bucket 48"		1,475.00	1253.75
70.8123		Grapple, Power Bucket 48"	Requires Hyd Front Valve Kit	895.00	769.70
70.4109		Hydraulic Front Dual Valve, Kit	Required for Grapple	395.00	339.70
70.8124		Teeth, Power Bucket Kit		130.00	111.80
70.8159		Bucket Extension, Kit		195.00	167.70
39.55427	KX523	Snow Blower		4,595.00	3905.75
70.8072		Deep Snow Auger Kit		495.00	425.70
70.8025		12 Volt Actuator	Requires 12 Volt Front Kit	250.00	215.00
70.4104		12V Switch & Plug Front, Kit	Required for Actuator	249.00	214.14
39.55520	EC240	Sod Cutter 24"		495.00	420.75
39.55300	KC180	Stump Grinder	With front mounted mirror	3,150.00	2677.50
39.55431	KR502	Terra Rake 49"		2,225.00	1891.25
70.8035		Hydraulic Height Adjustment Cylinder	Requires 12 Volt Front Kit	450.00	387.00
70.4104		12V Switch & Plug Front, Kit	Required for Hyd Height Kit	249.00	214.14
70.8034		10" Extensions, Kit	Adds 20" to KR502	340.00	292.40
39.55220	KL480	Tiller		3,190.00	2711.50
39.55104	HQ680	Tough Cut Mower		3,250.00	2762.50
70.8054		Swivel Wheel, Kit		575.00	494.50
39.55455	KY400	Trencher		5,225.00	4441.25
39.55340	ET200	Turbine Blower		5,075.00	4313.75
39.55271	KV552	V-Blade	Requires 12 Volt Front Kit	2,565.00	2180.25
70.4104		12V Switch & Plug Front, Kit	Required for KV552 Blade	249.00	214.14
70.8044		Top Deflection Flap, Kit		95.00	81.70
70.8046		6"/12" Flare Extension, Kit	With Cutting Edge	395.00	339.70
70.8047		6"/6" Straight Extension, Kit	With Cutting Edge	395.00	339.70
70.8048		Polyurethane Cutting Edge, Kit	N/A for KV Extension Kits	275.00	236.50
39.55361	RV602	Collection Vac, High Lift	With hitch pin and storage stand	7,245.00	6158.25
REQUIRES: Rear Hydraulic Valve or 3 Point Hitch Kit and one Collection Vac Boot option					
70.4100		3 Point Hitch Kit		1,675.00	1440.50
70.4126	OR	Rear Hydraulic Valve	Required W/O 3pt Hitch	825.00	709.50
70.8090		602 Collection Vac Boot		250.00	215.00
70.8091	OR	722 Collection Vac Boot		260.00	223.60
70.8092		Docking Station	For securing to trailer for transport	450.00	387.00
39.55600	KH500	VERSA-Loader	Requires additional accessories	6,495.00	5520.75
REQUIRED for KH500: Additional Weights (6 per standard tractor, 5 for 3pt tractor) & Weight Bar or 3 N 1 Adapter					
47.0115		Suitcase Weight, 42 lbs		95.00	81.70
70.4144		Weight Bar	Required w/o 3pt Hitch	205.00	176.30
39.56114	OR	3 N 1 Adapter	Required with 3pt Hitch	405.00	348.30
39.55630		Pallet forks	Optional accessory	1,185.00	1019.10



4500 Attachments Price List

GA CONTRACT
Effective 4/22/2016

4500 SERIES ATTACHMENTS					
Part #	Model	Description	Accessory	MSRP	GA Pricing
39.55494	EB480C	Aerator - Core Tine		1,895.00	1610.75
39.55490	EB480F	Aerator - Open Spoon Tine		1,895.00	1610.75
39.55492	EB480S	Aerator - Slitter/Slicer Tine		1,895.00	1610.75
47.0115		Suitcase Weight, 42 lbs	EB480 holds up to 6 weights	99.00	85.14
39.55460	EA600	AERA-vator		5,295.00	4500.75
70.8014		Roller Kit		255.00	219.30
70.8015		Seeder Kit	Requires 12 Volt Front Kit	2,295.00	1973.70
70.4104		12V Switch & Plug Front, Kit	Required for Seeder Kit	249.00	214.14
47.0115		Suitcase Weight, 42 lbs	EA600 holds up to 8 weights	95.00	81.70
39.55280	DG550	Ball Park Groomer, Front		1,995.00	1695.75
39.55285	DR540	Ball Park Groomer, Rear	Requires 3 pt Hitch	1,795.00	1525.75
70.8156		Kit, Brush Groomer	Mounts on DR540 Groomer	895.00	769.70
70.8154		Kit, Groomer Drags	Includes Steel & Coco mat	1,595.00	1371.70
70.4137		Kit, Weight Bar 4500	Recommended for K & P units	195.00	167.70
47.0115		Suitcase Weight, 42 lbs	Groomers hold up to 6 weights	95.00	81.70
39.55251	KD482	Blade, Dozer 48"		1,355.00	1151.75
70.8032		Polyurethane Cutting Edge 48"		210.00	180.60
39.55252	KD602	Blade, Dozer 60"		1,455.00	1236.75
70.8030		Polyurethane Cutting Edge 60"		220.00	189.20
39.55253	KD722	Blade, Dozer 72"		1,555.00	1321.75
70.8031		Polyurethane Cutting Edge 72"		275.00	236.50
39.55440	KA160	Blower		2,240.00	1904.00
39.55400	HB580	Broom 58"		4,140.00	3519.00
70.8025		Kit, 12 Volt Actuator	Requires 12 Volt Front Kit	250.00	215.00
70.4104		12V Switch & Plug Front, Kit	Required for Actuator	249.00	214.14
39.55330	ED200	Edger		2,050.00	1742.50
70.8020		Blower		1,170.00	1006.20
47.0115		Suitcase Weight, 42 lbs	ED200 holds up to 3 weights	95.00	81.70
39.55105	HM602	Mower 60"		3,370.00	2864.50
39.55150		Mulching HM Kit 60"		199.00	171.14
39.55106	HM722	Mower 72"		3,540.00	3009.00
39.55151		Mulching HM/HP Kit 72"		270.00	232.20
39.55107	HP722	Mower, Offset 72"		3,580.00	3043.00
39.55151		Mulching HM/HP Kit 72"		270.00	232.20
39.55120	MC600	Mower, Rear Discharge 60"		3,670.00	3119.50
70.8088		Mulching MC Kit 60"		200.00	172.00
39.55160	MJ840	Mower, Contour 84"		7,590.00	6451.50
70.8087		Mulching MJ Kit 84"		330.00	283.80
39.55130	MR740	Mower, Reel 74"		12,950.00	11007.50
23.0111-7		Spool Float Kit	Required for MR740	87.50	75.25
39.55435	KP540	Power Rake		6,990.00	5941.50

The Cutting Edge of Virginia

405 W 4th St.

SALEM, VA 24153

Main: 540-375-2841

Fax: 540-389-5378

Status : **Open**Invoice #**25472**Type : **Major Unit Quote** Date : **10/31/2016**Contact ID : **6512****AUGUSTA FLEET MGT**

1568C BROAD ST
 AUGUSTA, Georgia 30904
 UNITED STATES
 -Home

Selected Units for Sale

N/U	Year	Make	Model	Unit Type	VIN/Serial	MSRP	Sale Price	DOC Fees	Off'l Fees	Prot. Pkg
N/A	VENTR	39.51208	Tractor			\$22,800.00	\$21,660.00	\$0.00	\$0.00	\$0.00
	AC	4500Z TRACTOR								
		KUBOTA								
N/A	VENTR	39.55104	Mower			\$3,250.00	\$3,087.50	\$0.00	\$0.00	\$0.00
	AC	HQ680 TOUGH								
		CUT MOWER								
N/A	VENTR	39.55106	Mower			\$3,540.00	\$3,363.00	\$0.00	\$0.00	\$0.00
	AC	HM722 MOWER								
		DECK								
N/A	VENTR	39.55340	Blower			\$5,275.00	\$5,011.25	\$0.00	\$0.00	\$0.00
	AC									

Item Number	Description	Qty Req	Qty Del	Item Price	Ext. Price
70.4067	KIT, DUALS FIELD TRAX	1	0	\$1,175.99	\$1,175.99
70.4119	KIT, DIRECTIONAL/HAZARD 4500	1	0	\$495.00	\$495.00
70.4140	KIT, SLOPE INDICATOR	1	0	\$340.00	\$340.00
70.0098	KIT, CANOPY OPTION	1	0	\$570.00	\$570.00
70.8054	KIT, SWIVEL WHEEL HQ680	1	0	\$575.00	\$575.00

Total Parts Requested : 5 Total Parts Delivered : 0

Other Charges

Item Total + \$3,155.99

Total Other Charges= \$3,155.99

Special Order(s)

Item Total + \$1,065.00

Shipping / Handling + \$1,100.00

*** S/O Total = \$2,165.00

** S/O Deposit = \$2,165.00

Totals

Sub Total + \$35,212.74

*** Invoice Total = \$35,212.74

** S/O Deposit + \$2,165.00

Amount Paid - \$0.00

*** Transaction Total = \$37,377.74

Balance Due = \$37,377.74**Deposit Paid \$0.00**

Signature _____

COMPETITOR'S QUOTE (1)

Q U O T A T I O N

PAGE: 1

BOB LAWRENCE POWER EQUIPMENT
265 BROADWAY STREET
ASHEVILLE, NC 28801
Phone #: (828)252-3561
Fax #: (828)252-6239

PHONE #: (706)821-2894
CELL #:
ALT. #:
P.O.#:
TERMS: Cash
SALES TYPE: Quote

DATE: 11/18/2016
ORDER #: 38419
CUSTOMER #: 130403
CP: Stephen C
LOCATION: 1
STATUS: Active

BILL TO 130403

AUGUSTA FLEET MANAGEMENT
1586C BROAD STREET
AUGUSTA, GA 30904

SHIP TO

AUGUSTA FLEET MANAGEMENT
1586C BROAD STREET
AUGUSTA, GA 30904

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
VEN	39.51208	4500 Z KUBOTA 32HP GAS	1	\$22,800.00	\$19,836.00	\$19,836.00
VEN	70.4067	DUAL WHEEL KIT	1	\$1,195.00	\$1,039.65	\$1,039.65
VEN	70.4119	DIRECTIONAL HAZARD, KIT	1	\$495.00	\$430.65	\$430.65
VEN	70.4140	SLOPE INDICATOR - DIGITAL	1	\$340.00	\$295.80	\$295.80
VEN	70.0098	CANOPY	1	\$570.00	\$495.90	\$495.90
VEN	39.55104	HQ680 TOUGH CUT MOWER	1	\$3,250.00	\$2,827.50	\$2,827.50
VEN	70.8054	KIT, SWIVEL WHEEL HQ680	1	\$575.00	\$500.25	\$500.25
VEN	39.55106	HM722 MOWER FINISH 72"	1	\$3,540.00	\$3,079.80	\$3,079.80
VEN	39.55340	ET200 TURBINE BLOWER	1	\$5,275.00	\$4,589.25	\$4,589.25
MISC	FREIGHT	IN-BOUND FREIGHT	1	\$800.00	\$800.00	\$800.00
****	SETUP	EQUIPMENT SET UP	1	\$750.00	\$750.00	\$750.00

FOR THE PURPOSES OF THIS QUOTE NO SALES TAXES HAVE BEEN INCLUDED. ANY APPLICABLE LOCAL STATE OR FEDERAL SALES TAX WOULD BE THE RESPONSIBILITY OF THE END PURCHASER.

DELIVERY FEES HAVE ALSO NOT BE FIGURED ON THIS QUOTE. THE BUYER WOULD BE RESPONSIBLE FOR ARRANGING FOR DELIVERY FROM THE SELLER OR PICKING THE UNIT UP AT PURCHAING DEALER

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

SUBTOTAL:	\$34,644.80
TAX:	\$0.00
ORDER TOTAL:	<u>\$34,644.80</u>

COMPETITOR'S QUOTE (2)

Authorized By: _____

**Cost Analysis for Recreation Mower
Central Services Department - Fleet Maintenance**

	Howard Bros. 3616 Buford Highway Duluth, GA 30096 State Contract	Howard Bros. 3616 Buford Highway Duluth, GA 30096 Retail	The Cutting Edge 205 W 4TH ST Salem, VA 24153	Bob Laawrence Power Equipment 265 Braodway St. Ashville, NC 28801
	Ventrac			
Kubota 4500Z	\$19,380.00	\$21,219.95	\$21,660.00	\$19,836.00
Duel Field Trax	\$1,010.50	\$1,175.99	\$1,175.99	\$1,039.65
Directional Hazard Kit	\$425.70	\$495.00	\$495.00	\$430.65
Slope Indicator	\$292.40	\$340.00	\$340.00	\$295.80
Canopy	\$490.20	\$570.00	\$570.00	\$495.90
Tough Cut Mower	\$2,762.50	\$3,129.95	\$3,087.50	\$2,827.50
Swivel Wheel Kit	\$494.50	\$575.00	\$575.00	\$500.25
Mower Deck	\$3,009.00	\$3,399.95	\$3,363.00	\$3,079.80
Turbine Blower	\$4,313.75	\$4,879.95	\$5,011.25	\$4,589.25
Freight	\$775.00	\$775.00	\$1,100.00	\$1,550.00
TOTAL	32,953.55	\$36,560.79	\$37,377.74	\$34,644.80

**SWC 99999-001-SPD0000102-0019
Venture Products / Orrville, OH 44667-0148**



**Administrative Services Committee Meeting
12/13/2016 1:10 PM
2016 - Recreation Mower**

Department:	Central Services Department - Fleet Management Division
Presenter:	Ron Crowden
Caption:	Approve the replacement of one mower for the Recreation Department-Maintenance Division.
Background:	The Augusta Recreation Department would like to request the replacement of one of their disposed mowers, asset number 995006, a 1999 “Deweeze”, for their Riverwalk division due extensive maintenance cost and lack of the availability of parts. The evaluation of the Deweeze is attached. This mower is a crucial part of the department’s effort to maintain the area in and around the downtown Riverwalk and Boathouse. The new mower will also be capable of accepting various attachments that will allow it to be utilized in other tasks as well.
Analysis:	Fleet Management is requesting the use of the Georgia Statewide Contract for the purchase of this equipment. The state contract vendor for this produce is Venture Products, Inc, represented by Howard Brothers Hardware of Duluth, Georgia. The Georgia Statewide Contract number is 99999-001-SPD0000102-0019. We have attached the associated paperwork for your review.
Financial Impact:	The proposed mower will be funded by the 2016 Capital Outlay Fund account for \$32,953.55.
Alternatives:	(1) Approve the request; (2) Do not approve the request.
Recommendation:	Approve the replacement of 1 mower for the Augusta Recreation Department-Maintenance Division
Funds are Available in the Following Accounts:	2016 Capital Outlay: 272-01-6440/54.21120

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission



Housing Authority of the City of Augusta, Georgia

1435 Walton Way
Augusta, Georgia 30901-2609
(706) 724-5466
www.augustapha.org

Dear Owners/Agents:

Thank you for participating in the Housing Choice Voucher Program (Section 8 Program). The Augusta Housing Authority (AHA) appreciates your willingness to assist us in providing units that are affordable, decent, safe, and sanitary to low and moderate income families. AHA believes that a good working relationship among staff, owners and families has contributed to the success of the program.

AHA encourages you to visit our website at www.augustapha.org to review updates for the agency and the Section 8 Program. You can also receive a copy of the Landlord Briefing Packet from the website. This packet provides a summary of your responsibilities. The U.S. Department of Housing and Urban Development (HUD) website at www.hud.gov can also provide you valuable information on the regulations governing the Section 8 Program.

All owners **must** participate in the Direct Deposit Program to receive payment and **must** enroll in the Landlord Portal Program to receive their check stub and current information about the units. If you have not enrolled in the Direct Deposit Program, you can enroll by completing the AHA Authorization Agreement Automatic Deposit (ACH Credits) form and submitting it to AHA at your earliest convenience. If you are already enrolled, you do not have to do anything at this time. To enroll in the Landlord Portal Program, please register at www.augustapha.org.

AHA treats violations of the Section 8 Program very seriously. If you are suspected of committing any fraudulent actions, AHA is required to refer the matter to the proper authority for appropriate action. Examples of fraud include but are not limited to the following: requiring and receiving extra (side) payments, collecting assistance payments for units not occupied by Section 8 clients, and bribing AHA employees. AHA prohibits fraudulent activities by owners/agents, clients, and employees.

In addition, AHA **strongly** encourages you to please inspect the site and neighborhood condition of your units at least once per month to determine if the lawn is being properly maintained as outlined by the Augusta-Richmond County Code Enforcement Division. The lawn should not contain high grass, junk cars, discarded appliances, debris, etc. If the AHA staff notices or receives notification that your units are not being properly maintained, you will receive a Special Inspection letter from the AHA requiring you to clean up the lawn.

You should also complete an interior inspection of the unit prior to AHA conducting their inspections. This practice would allow you to know the condition of your unit(s) prior to you receiving the HQS Report from the AHA. You and your contractors could have their list generated and begin repairs before AHA arrives to the assisted units. AHA's HQS Report should only serve as a supplement to your list. If you have any questions about items on the HQS Report, please contact the inspector for clarification. AHA's goal is to ensure that the subsidized units meet the minimum requirements as outlined by HUD as well as state and local policies.

If there is a delay in completing the repairs, AHA encourages you to submit a written HQS extension request at least five (5) days before the scheduled reinspection. The request must state the reason(s) for the request and the number of additional days requested. AHA will consider your request and respond accordingly based on the policies.

Also, the process to receive a rental increase remains the same as outlined by HUD. In order to comply with the Housing Assistance Payment Contract, the owner must serve the family with a notice sixty (60) days in advance informing the family of the newly proposed rent. After the owner has sent this notice, he/she can request a rental increase from AHA. A copy of the notice sent to the family must also be sent to AHA.

Once AHA receives the increase notice, a test for comparability is done to determine if the new rent is reasonable and comparable to unassisted private market units. If so, the rental increase is approved. If it is not reasonable, the AHA may negotiate a reasonable rent for the unit. Changes made to the unit rent or the family portion must come from AHA. This is done by sending both parties a rent change letter with the new resident and housing assistance portions. Any increase in rent will become effective on the anniversary date of the contract which is referred to as the annual certification. The unit must have a HQS pass status to receive the increase.

AHA staff is available to answer your questions regarding the Section 8 Program; and we look forward to a positive working relationship with you. Our partnership is vital to the on-going success of the Section 8 Program. Please consider advocating for this program as well as expanding housing opportunities for the participants in areas outside of low income and minority concentrated areas.

Sincerely,

A handwritten signature in blue ink that reads "S P Rogers".

Sirena P. Rogers
Director of Administration



Administrative Services Committee Meeting
12/13/2016 1:10 PM
Addressing complaints / Section 8

Department:	Planning & Development
Presenter:	Rob Sherman
Caption:	Information Update and Report on the coordinated efforts between the City and the Augusta Housing Authority to address complaints about properties occupied under the Section 8 housing assistance program.
Background:	At the July 12th Administrative Services Committee meeting, the Committee requested that a joint meeting of City departments with the Augusta Housing Authority (AHA) be scheduled to discuss concerns with the Section 8 program, in particular the monitoring of the properties occupied by the program participants, and coordination of property inspections by the Code Enforcement Division, Marshal's Office and the AHA. The meeting was held July 25th. The Code Enforcement Division is responsible for enforcing the various codes adopted by the City that set the minimum standards for how property is to be maintained, and the Marshal's Office enforces codes concerning junk vehicles, etc. If there is a complaint regarding the condition of a property, then generally the Code Enforcement Division is called to address the concern, and if it's a matter handled by the Marshal's office, it's referred to that agency. The AHA administers the Housing Choice Voucher program, commonly known as Section 8. This is a federally funded program that subsidizes rents for eligible participants who rent units in the private market. Section 8 Program Summary 1. Person submits initial paper work to be considered for the program. Once the applicants name reaches the top of the waiting list, his/her eligibility status is updated. a. A voucher will be issued at this time. b. Once the voucher is issued, the applicant has 60 days to find a place to rent. c. Once the property is selected that meets the needs in terms of size, location and cost, the applicant and owner fill out a Request for Tenancy Approval (RFTA). The RFTA is a binding legal document that sets forth the terms and conditions of tenancy. 2. Once the RFTA has been received, a Rent Reasonableness test is conducted to be sure the amount of rent the owner/agent has requested is in line with the rent charged for other unassisted units

of the same type in the same area. An inspection will be set up with the landlord. The rental unit must meet Section 8 Housing Choice Voucher guidelines. 3. When the appointment for the inspection is scheduled, the unit is assumed to be ready for occupancy. The Housing Authority inspector is required to verify that the unit meets Housing Quality Standards (HQS). These are HUD established standards designed to insure that units on which rent subsidies are paid are decent, safe and sanitary. The AHA also inspects on an annual basis for the lease renewal. 4. The inspector will make sure that the unit is in good shape and is worth the rent the owner is asking for it. If the unit passes inspection, a lease must be signed by the tenant and owner/agent, and a Housing Assistance Payments contract is signed by the owner/agent and AHA to allow payments to be made directly to the owner/agent. 5. The lease, between the owner and tenant, specifically states the responsibilities of the owner and tenant.

RESPONSIBILITIES OF THE OWNER The Owner is responsible for performing all of the Owner's obligations under the Housing Assistance Payments (HAP) Contract and the Dwelling Lease. The Owner is responsible for the following: 1. Performing all management and rental functions for the assisted unit, including selecting a Voucher holder to lease the unit, and deciding if the Family is suitable for tenancy of the unit; 2. Maintaining the unit in accordance with the Housing Quality Standards, including performing ordinary and extraordinary maintenance; Family maintenance responsibilities: The Family is responsible for a breach of the Housing Quality Standards that is caused by any of the following: a) The Family fails to pay for any utilities that the Owner is not required to pay for, but which are to be paid by the tenant; b) The Family fails to provide and maintain any appliances that the Owner is not required to provide, but which are to be provided by the tenant; or c) Any member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear). 3. Complying with equal opportunity requirements; 4. Preparing and furnishing to the Augusta Housing Authority information required under the Housing Assistance Payment Contract; 5. Collecting rent from the Family: a) Any security deposit. b) The tenant contribution (the part of rent not covered by the Housing Assistance Payment). c) Any charges for unit damage by the Family. 6. Enforcing tenant obligations under the Dwelling Lease; 7. Paying for utilities and services (unless paid by the Family under the lease); and 8. Complying with provisions on modifications to a dwelling unit occupied or to be occupied by a disabled person.

An Owner may contract with any private or public entity to perform for a fee the service required by the above paragraph of this section; provided, that such contract shall not shift any of the Owner's responsibilities or obligations. **TENANT SCREENING BY OWNER** The Augusta Housing Authority selects eligible Families for participation in the Section 8 Housing Choice Voucher

Program in accordance with Federal regulations. The Owner is responsible for screening and selection of the Family to occupy the Owner's unit. The Owner is responsible for screening Families based on their tenancy histories, including such factors as: a. Payment of rent and utility bills; b. Caring for a unit and premises; c. Respecting the rights of other residents to the peaceful enjoyment of their housing; d. Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others; and e. Compliance with other essential conditions of tenancy.

Analysis:

The AHA inspects properties under the Section 8 program at the time the property enters the program and then on an annual basis. The property owner is responsible for maintaining the property as specified in the lease between the property owner and tenant. The tenant also has responsibilities to keep the property clean, etc. as outlined in the lease. The Code Enforcement Division is responsible for inspecting complaints and gaining code compliance. • Coordination of efforts to address complaints. Generally, the public calls Code Enforcement regarding property complaints. Code Enforcement inspects the property and may determine that the property is under the Section 8 program. If the property is in the program, the complaint is referred to AHA for follow up. Otherwise, Code Enforcement processes the complaint and gains code compliance. o AHA cannot provide a list of Section 8 properties, but has provided a link for Code Enforcement to use to report Section 8 program concerns. If the address is under the contract with AHA, then AHA will take appropriate action in accordance with the Federal guidelines. o AHA has included in the Owners/Agents information packet a notice encouraging owners/agents to inspect the units at least once per month to determine if the lawn is being properly maintained, and that there is no junk, debris, etc. in the yard as provided for in City codes.

Financial Impact:

N/A

Alternatives:

N/A

Recommendation:

Receive this report as information. Code Enforcement will continue to work with AHA to improve the efficiencies in addressing complaints.

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission



Administrative Services Committee Meeting Commission Chamber - 11/8/2016

ATTENDANCE:

Present: Hons. Hardie Davis, Jr., Mayor; M. Williams, Chairman; D. Williams, Vice Chairman; Davis, member.

Absent: Hon. Lockett, member.

ADMINISTRATIVE SERVICES

1. Request the Commission approve the purchase of 9 F-150 4X4 Trucks for Engineering-Storm Water Division, supporting Maintenance Coordinators, using Storm Water Capital, fund 581. Bid Item 16-235 **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve.	Commissioner Mary Davis	Commissioner Dennis Williams	Passes

2. Motion to approve the minutes of the Administrative Services Committee held on October 25, 2016. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve.	Commissioner Mary Davis	Commissioner Dennis Williams	Passes

3. Motion to approve proposed changes to the Augusta Commission's Rules of Procedures as recommended from the Rules Subcommittee. (Referred from October 25 Administrative Services Committee) **Item Action:**
Approved

Motions

Motion	Motion Text	Made By	Seconded By	Motion
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Type				Result
Approve	Motion to approve.	Commissioner Mary Davis	Commissioner Dennis Williams	Passes

www.augustaga.gov



**Administrative Services Committee Meeting
12/13/2016 1:10 PM
Minutes**

Department: Clerk of Commission

Presenter:

Caption: Motion to approve the minutes of the Administrative Services Committee held on November 8, 2016.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:

**1.0 POLICY SUMMARY**

This policy provides direction and authority to resolve employment related disputes. It provides for two internal procedures: one for complaints alleging improper termination of employment; and one for any other, non-excluded, employment related dispute that does not involve termination of employment. If a dispute is not resolved with internal procedures, the parties may submit the dispute to voluntary external mediation (Step 5), and if needed, may appeal to the Richmond County Superior Court. All internal appeals with the exception of those related to unlawful discrimination or harassment end with the Administrator as the final review unless the issue is resolved at a lower level.

	Termination	Non-termination	INTERNAL
Step 1 Informal within department	X	X	
Step 2 Department chain of command (if a manager who was not involved in the dispute within the Department is available to hear the dispute)	X	X	
Step 3 Personnel Board	X		
Step 4 Administrator	X	X	
Step 5 Mediation (Optional)	X	X	

2.0 POLICY STATEMENT:**A. General**

It is the policy of Augusta, Georgia to facilitate the fair, equitable and timely resolution of disputes arising from employment with Augusta, Georgia. The goal of the dispute resolution process is for the parties to the dispute to exchange and review information in order to determine whether revision or rescission is warranted of an employment action, corrective action, discharge or other end of employment, or other application of policy, ("covered employment dispute").

INTERNAL

With all disputes an employee is encouraged initially to attempt to resolve the issue informally with his or her immediate supervisor with advice and counsel from the Human Resources Department, (Step 1), although this is not required and does not extend the deadline for filing a written complaint (see Section D. (Timeliness)).



Disputes NOT involving allegations of unlawful discrimination or harassment

If informal discussions cannot resolve a covered employment dispute that does not involve allegations of unlawful discrimination or harassment, it should be submitted initially to the employee's chain of command, to be addressed, in accordance with department procedure, by a manager(s) who was not involved in the dispute ("Department Review"). This step **(Step 2)** maybe skipped if all the managers in the Department were involved in the decision that is the subject of the dispute.

Non Termination

If the Department Review does not resolve a non-termination dispute it should be submitted to the Administrator's office who will have final internal authority to resolve the dispute **(Step 4)**. Step 3 does not apply to non-termination appeals which do NOT involve allegations of unlawful discrimination or harassment).

Termination

If the Department Review **(Step 2)** does not resolve a termination dispute, it should be submitted to the Personnel Board ("Board"), **(Step 3)**. The Board will be composed of ten (10) individuals, one from each of the Commissioner districts. Member of the Board will serve for four (4) year terms and may serve no more than 2 consecutive terms. In order to be qualified to serve on the Board an individual should have professional or academic experience in employment relations.

The Board shall issue an award with thirty (30) days of the close of the hearing, or submission of post hearing briefs, whichever is later. The award of the Board shall be in writing which shall set forth the reasons for its decision regarding the dispute.

Augusta, Georgia will pay the costs to administer the Board and the fees of the Board member(s). Each party will bear their own costs.

If the Board proceeding does not resolve the termination dispute, it should be submitted to the Administrator's office who will have final internal authority to resolve the dispute, **(Step 4)**. The Administrator's office may receive information and evidence related to the dispute, but must maintain a record of such information and evidence including a transcript of any testimony.

At any of those proceedings, the employee can be awarded a make whole remedy, but may not be awarded damages for emotional distress or punitive damages.

EXTERNAL

Disputes that are not resolved through the Equal Employment Opportunity Complaint Resolution Procedures or at the Administrator's Office may be submitted to External Mediation, **(Step 5)** by joint agreement.



An individual's acceptance of employment with or an employee's continuing employment with Augusta Georgia constitutes an agreement to use and abide by this Policy. This Policy does not preclude an employee from filing an administrative complaint with a state or federal government agency.

B. Retaliation

An employee who files a complaint or participates in the complaint process shall not be retaliated against.

C. Scope

1. Disputes Within the Scope of this Policy

A complaint is a written claim by an employee regarding a specific management action(s) that is alleged to have:

- a.** adversely affected that employee's existing terms and conditions of employment in a material way, and
- b.** violated a provision of the *Personnel Policies or Procedures* or
- c.** constituted unlawful discrimination or harassment

2. Disputes Outside the Scope of this Policy

- a.** Concerns or inquiries regarding classification standards, benefits, salary rates for job titles, salary ranges for job classifications, or the contents of the personnel policies. These concerns or inquiries may be submitted to Human Resources for consideration.
- b.** With the exception of a corrective salary decrease (which is within the scope of this policy), concerns or inquiries regarding an individual employee's rate of pay or change in rate of pay, unless the employee's complaint alleges that the action was taken for unlawful discriminatory or retaliatory reasons in violation of the Equal Employment Opportunity Policy. These concerns or inquiries may be submitted to Human Resources for consideration.
- c.** A request for review of a decision on the classification of a position.
- d.** A management action taken pursuant to a policy or procedure, unless the complaint alleges that the action was taken violated the terms of the policy or procedure, or for unlawful discriminatory or retaliatory reasons.

D. Timeliness

For the steps within this Policy prior to the Board, the employee must file a written complaint with Human Resources or the Compliance Office within 30 calendar days after the date on which the employee knew or could reasonably be expected to have known of the event or action that gave rise to the complaint, or within 30 calendar days after the date of separation from employment with Augusta, Georgia, whichever is earlier.

D1 If the complaint alleges a series of policy violations or pattern of management actions that are subject to review under this policy, the complaint must be filed within 30 calendar days after the most recent alleged policy violation or management action.



D2 For a complaint regarding a layoff, the employee must file the written complaint within 30 calendar days after the effective date of the layoff. If a laid off employee is alleging violation of his or her recall or preference for reemployment rights, the employee must file the complaint within 30 calendar days after the date on which the employee could reasonably be expected to have known of the alleged violation, but no later than 30 calendar days after the employee's recall or preferential reemployment eligibility period ends, whichever is earlier.

D3 To file a complaint to be heard by the Board, the employee or Augusta, Georgia must file a written complaint within the statute of limitations that governs the cause of action alleged in the complaint.

D4 A complaint is considered "filed" on the date it is postmarked, the date it is personally delivered, the date it is faxed, or the date it is emailed.

3.0 COMPLIANCE RESPONSIBILITIES

Human Resources is responsible for this policy and has the authority to implement the policy. The Human Resources Director may apply appropriate interpretations to administer and clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy.

4.0 PROCEDURES TO IMPLEMENT POLICY

Human Resources may develop procedures or other supplementary information to support the implementation of this policy. Such supporting documentation requires the approval of the Administrator.

5.0 APPLICABILITY

This Policy is applicable to all employees except SES employee.

6.0 DEFINITIONS

6.1 Unlawful discrimination - an employment decision made in whole or in part on a status protected by law or Augusta's Equal Employment Opportunity Policy.

6.2 Unlawful Harassment - Unwelcome conduct involving any status protected by law or Augusta, Georgia's Equal Opportunity Policy which has the effect of unreasonably interfering with the terms and conditions of employment of an Augusta, Georgia employee.

6.3 Termination dispute- A complaint by an employee that his or her employment with Augusta, Georgia was terminated unlawfully or in violation of Augusta, Georgia policy.

6.4 Non-Termination Disputes - Any covered employment dispute not involving a termination of employment or excluded under section 2.0, C 2 above.



- 6.5 Compliance Office - Created and monitors all activity to insure that no person will encounter discrimination in employment.
- 6.6 Internal resolution – Attempts to resolve the dispute within the authority of Augusta, Georgia. Steps 1 through 5 of the Conflict (Dispute) Resolution Policy
- 6.7 External resolution – Independent agencies outside the jurisdiction of Augusta, Georgia. Steps 6 and 7 of the Conflict Resolution Policy.
- 6.8 Covered Employment Dispute - Except as set forth in section 2.0, C 2, any employment action taken by Augusta, Georgia, including corrective action, discharge or other end of employment action, or other application of Augusta, Georgia's Personnel Policies and Procedures.
- 6.9 Personnel Board ("Board") - The Board will be composed of ten (10) individuals, one from each of the Commissioner districts. Member of the Board will serve for four (4) year terms and may serve no more than 2 consecutive terms. In order to be qualified to serve on the Board an individual should have professional or academic experience in employment relations. A selection process will be outlined in procedures.
- 6.10 Mediation – Mediation is a process whereby a neutral third person called a mediator, who is jointly selected by both parties, acts to encourage and facilitate the resolution of a dispute between the employee and Augusta, Georgia. It is a confidential, informal, non-adjudicative and non-adversarial process with the objective of helping the disputing parties reach a mutually acceptable and voluntary agreement. In mediation, the mediator is not authorized to make decisions or force a decision on any party to the dispute. The role of the mediator includes, but is not limited to, assisting the parties to identify issues, fostering joint problem solving and exploring settlement opportunities. Augusta, Georgia will pay the costs of the mediator. The mediator may suggest, but may not impose a resolution on the parties.
- 6.11 Complaints - A complaint is a written claim by an employee regarding a specific management action (s) that is alleged to have:
- a. adversely affected that employee's terms and conditions of employment in a material way, and
 - b. violated a provision of the *Personnel Policies or Procedures* or
 - c. constituted unlawful discrimination or harassment

7.0 REVISION HISTORY



Conflict **(Dispute)** Resolution 8.0

#1

December 9, 2016

This policy was implemented....

1.0 POLICY SUMMARY

The policy addresses activities by an employee that may be considered a conflict of interest.

2.0 POLICY STATEMENT:

A. General

An employee shall not engage in any activities which create a conflict of interest between the employee's assigned functions and any other interest or obligation. Listed below are summaries of some of the important policies set forth in detail in the Procedures. Questions or requests for further information should be directed to ~~the Conflict of Interest Coordinator designated by the Administrator or designee.~~

B. Performance of Duties

No one employed by Augusta, Georgia shall devote to private purposes any portion of time due to Augusta, Georgia nor shall any outside employment interfere with the performance the employee's Augusta, Georgia duties.

C. Gifts

An employee shall comply with the provisions of state and federal law and Augusta, Georgia policy governing the acceptance of gifts and gratuities. In addition, Augusta, Georgia employees must avoid the appearance of favoritism in all of their dealings on behalf of Augusta, Georgia. All Augusta, Georgia employees are expected to act with integrity and good judgment and to recognize that the acceptance of personal gifts from those doing business or seeking to do business with Augusta, Georgia, even when lawful, may give rise to legitimate concerns about favoritism depending on the circumstances. If an Augusta, Georgia employee has any question regarding the propriety of a gift, disclosure of the gift or proposed gift, an inquiry should be made to the employee's supervisor, the Administrator's designee ~~Conflict of Interest Coordinator~~ or other appropriate the Augusta, Georgia Clerk of Commission official for a determination of the proper course of action.

D. Financial Conflict of Interest

An employee may not make or participate in the making of a decision if there exists a financial conflict of interest

E. Employee-Vendor Relationships

It is the policy of Augusta, Georgia to separate the employee's Augusta, Georgia and private interests and to safeguard Augusta, Georgia and its employees from charges of favoritism in acquisition of goods and services. Goods or services shall not be purchased from an employee or near relative of the employee unless there is a specific determination that the goods or services are not available otherwise. Augusta, Georgia credit, purchasing power, and facilities shall be used for the purchase of goods and services that relate directly to Augusta, Georgia business and shall not be used to purchase material for an individual's or non-Augusta, Georgia activities.

3.0 COMPLIANCE RESPONSIBILITIES

The Administrator's designee ~~Conflict of Interest Coordinator~~ is responsible for this policy and has the authority to implement the policy. The designee ~~Conflict of Interest Coordinator~~ and the Human Resources Director may apply appropriate interpretations to administer and clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy.

4.0 PROCEDURES TO IMPLEMENT POLICY

Human Resources and the designee may develop procedures or other supplementary information to support the implementation of this policy. Such supporting documentation requires the approval of the Administrator, ~~but does not require the approval of the Commissioners.~~

5.0 APPLICABILITY

This Policy is applicable to all Augusta Georgia employees.

6.0 DEFINITIONS

7.0 REVISION HISTORY

This policy was implemented....

1.0 POLICY SUMMARY

This policy describes the types of informal and formal corrective action – verbal counseling, letter of warning, written reprimand, performance improvement plan, corrective salary decrease, suspension without pay, demotion with a pay reduction and discharge – Augusta, Georgia may take to address concerns regarding the conduct or work performance of regular Augusta, Georgia employees.

2.0 POLICY STATEMENT:

A. General

Augusta, Georgia may take corrective action when an employee fails to meet acceptable conduct or work performance standards. The types of corrective action that can be used to provide an opportunity for an employee to correct conduct or work performance deficiencies are: written reprimand; performance improvement plan; corrective salary decrease; suspension; and demotion. Supervisors are responsible for informing employees of conduct and performance expectations ~~as before~~ problems arise. As appropriate, any corrective action taken due to conduct or unsatisfactory work performance may be noted in the employee's performance appraisal.

As appropriate, before imposing corrective action, a supervisor may conduct a Verbal Counseling or impose a Letter of Warning.

The types of conduct or work performance that may result in corrective action include, but are not limited to:

- failure to meet acceptable work performance standards;
- unexcused absenteeism or tardiness;
- insubordination;
- unethical behavior;
- violation of federal or state law;
- theft or misappropriation of Augusta, Georgia property;
- fighting on the job;
- discrimination, harassment, exploitation or intimidation, including sexual;
- acts endangering to employees, Augusta, Georgia citizens, visitors, or other Augusta, Georgia constituents; or
- any other violation of Augusta, Georgia policies

Corrective action should generally follow a course of progressive discipline that will use increasingly serious actions if there is not sufficient improvement or if there is repeated failure to correct unacceptable conduct or work performance.

When determining the appropriate corrective action to use, supervisors should take into account the severity and circumstances of the situation and the employee's work history. Before imposing any form of corrective action supervisors must: discuss the matter with the employee; advise him of the allegations and provide him with an opportunity to respond orally, in writing or through documents or other forms of information; and seek advice from Human Resources to determine whether corrective action is appropriate, and if so what is the appropriate level. Supervisors are not required to use all types of corrective action and immediate discharge may be warranted in situations of serious misconduct or failure to maintain acceptable work performance standards. The process for discharging a regular employee is described in Procedure.... In some cases, an employee may

be placed on a paid or unpaid leave with or without notice to investigate a conduct or work performance issue. The process for placing an employee on an investigatory leave is described in Procedure....

B. Types of Corrective Action

There are five types of corrective action that can be used in the progressive discipline process; however, corrective action does not need to follow a specific order. As appropriate, the corrective action taken should correspond to the severity and circumstances of the situation. Discharge is the most severe and final form of discipline. All forms of corrective action will be placed into the employee's official personnel file in Human Resources.

1. Written Reprimand

Generally, at least one written reprimand will be given to an employee prior to proceeding with any other corrective action; however, no written reprimand will be needed if the corrective action is a result of misconduct or work performance that an employee knows or reasonably should have known was unacceptable. The written reprimand must describe how the employee failed to meet acceptable conduct or work performance standards and what needs to be done to bring the conduct or performance to a satisfactory level.

2. Performance Improvement Plan

The Performance Improvement Plan ("PIP") is designed to facilitate constructive discussion between an employee and his supervisor about the employee's unsatisfactory conduct or performance and what needs to be done to bring the conduct or performance to a satisfactory level. The PIP should be written.

3. Corrective Salary Decrease

An employee may be subject to a temporary or permanent corrective salary decrease when removal from the workplace is not appropriate; yet corrective action is warranted.

4. Suspension

An employee may be subject to removal from the workplace and suspended for a defined period of time without pay. For exempt employees, suspension without pay must be imposed in a minimum increment of one workday.

5. Demotion

An employee may be subject to a temporary or permanent demotion for performance or disciplinary reasons.

D. Records of Corrective Actions

Records of corrective actions will be maintained in accordance with the Augusta, Georgia's procedure.... Records of corrective actions taken in response to complaints filed by members of the public against employees in police titles will be retained for ----- years and filed as required by state law.

3.0 COMPLIANCE RESPONSIBILITIES

Supervisors are responsible for administering corrective action. Human Resources is responsible for this policy and has the authority to implement the policy. The Human Resources Director may apply appropriate interpretations to administer and clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy.

4.0 PROCEDURES TO IMPLEMENT POLICY

Human Resources may develop procedures or other supplementary information to support the implementation of this policy. Such supporting documentation requires the approval of the Administrator, ~~but does not require the approval of the Commissioners.~~

5.0 APPLICABILITY

This Policy is applicable to....

6.0 DEFINITIONS

Corrective Action: The use of increasingly serious actions Augusta, Georgia may take to address concerns regarding the conduct or work performance of regular status employees. The types of corrective action that can be used are written reprimand, performance improvement plan, corrective salary decrease, suspension, and demotion. Depending upon the seriousness of conduct or work performance issues, the employee's length of employment and prior record, Augusta, Georgia may skip some or all of types of corrective action and may impose immediate discharge.

Verbal Counseling: A discussion between an employee and supervisor regarding a conduct or performance issue. The discussion should reinforce the supervisor's expectations and clarify the course of action for improvement. A verbal counseling is not a type of corrective action, but should be documented by the supervisor.

Letter of Warning: A written memo to an employee to identify and address a conduct or performance issue. The memo should reinforce the supervisor's expectations and clarify the course of action for improvement. A counseling memo is not a type of corrective action.

Exempt Employee: An employee who, based on duties performed and manner of compensation, is exempt from the Fair Labor Standards Act (FLSA) minimum wage and overtime provisions.

7.0 REVISION HISTORY

This policy was implemented....

1.0 POLICY SUMMARY

The policy describes the process for discharging an employee due to misconduct or the employee's failure to maintain appropriate work performance standards.

2.0 POLICY STATEMENT:

A. General

Regular status employees may be discharged from employment because of misconduct or failure to maintain appropriate work performance standards. Normally, discharge is preceded by corrective action (see Corrective Action Policy) unless unsatisfactory performance or misconduct warrants immediate dismissal.

B. Written Reprimand

When discharge is for failure to maintain appropriate work performance standards, at least one written reprimand shall precede the discharge. Discharge for misconduct does not require a written reprimand.

3.0 COMPLIANCE RESPONSIBILITIES

Human Resources is responsible for this policy and has the authority to implement the policy. The Human Resources Director may apply appropriate interpretations to administer and clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy.

4.0 PROCEDURES TO IMPLEMENT POLICY

Human Resources may develop procedures or other supplementary information to support the implementation of this policy. Such supporting documentation requires the approval of the Administrator, ~~but does not require the approval of the Commissioners.~~

5.0 APPLICABILITY

This Policy is applicable to....

6.0 DEFINITIONS

7.0 REVISION HISTORY

This policy was implemented....

1.0 POLICY SUMMARY

Augusta, Georgia is committed to nondiscrimination in employment and creating and maintaining a workplace free of harassment.

2.0 POLICY STATEMENT:

A. General

It is the policy of the Augusta, Georgia not to engage in discrimination against or harassment of any individual employed by or seeking employment with Augusta, Georgia on the basis of race, color, national origin, religion, age, sex, sexual orientation, gender, gender expression, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, citizenship, or service in the uniformed services.

This policy is intended to be consistent with the provisions of applicable state and federal laws.

B. Harassment

Augusta, Georgia is committed to creating and maintaining a community in which all individuals who participate in Augusta, Georgia's programs and activities can work together in an atmosphere free of all forms of harassment, exploitation, or intimidation, including sexual. Specifically, every member of the Augusta, Georgia community should be aware that Augusta, Georgia is strongly opposed to sexual harassment and that such behavior is prohibited both by law and by Augusta, Georgia policy. It is the intention of Augusta, Georgia to take whatever action may be needed to prevent, correct, and, if necessary, discipline behavior which violates this policy.

C. Retaliation

Augusta, Georgia policy prohibits retaliation against any employee or person seeking employment for bringing a complaint of discrimination or harassment pursuant to this policy. See Retaliation Policy This policy also prohibits retaliation against a person who assists someone with a complaint of discrimination or harassment, or participates in any manner in an investigation or resolution of a complaint of discrimination or harassment. Retaliation includes threats, intimidation, reprisals, and/or adverse actions related to employment.

D. Complaints

Information regarding applicable procedures for resolving complaints of discrimination and harassment and for pursuing available remedies is available from Human Resources and is described in Procedure.....

3.0 COMPLIANCE RESPONSIBILITIES

~~Human Resources~~ Compliance is responsible for this policy and has the authority to implement the policy. The ~~Human Resources~~ Compliance Director may apply appropriate interpretations to administer and clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy.

4.0 PROCEDURES TO IMPLEMENT POLICY

~~Human Resources Compliance~~ may develop procedures or other supplementary information to support the implementation of this policy. Such supporting documentation requires the approval of the Administrator, ~~but does not require the approval of the Commissioners.~~

5.0 APPLICABILITY

This Policy is applicable to all employees and applicants

6.0 DEFINITIONS

Gender: The sex of a person, including a person's gender identity, and gender expression.

Gender expression: A person's gender-related appearance and behavior whether or not stereotypically associated with the person's assigned sex at birth.

Gender identity: An individual's personal sense of himself/herself as being male and masculine or female and feminine, or ambivalent.

Pregnancy: includes pregnancy, childbirth, and medical conditions related to pregnancy and childbirth.

Service in the Uniformed Services: includes service in the uniformed services as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as well as state military and naval service.

7.0 REVISION HISTORY

This policy was implemented....



Application for Employment Augusta, Georgia

HUMAN RESOURCES DEPARTMENT

ROOM 601, MUNICIPAL BUILDING, AUGUSTA, GEORGIA 30911

www.augustaga.gov JOB LINE: (706) 821-2305 PHONE: (706) 821-2303 FAX: (706) 821-2867

In order to be considered for a position, applications must be complete. You must **PRINT, SIGN** and **DATE** your application in **INK**.

Position Applying For			Date	
Name Last	First	MI		
Current Address	City	State	Zip Code	
Telephone Number(s) ()	()	()		

Have you ever been employed with the City of Augusta or Richmond County before? ☐ Yes ☐ No

If yes, Date _____ Position _____

On what date would you be available for work?

If you are under 18 years of age, can you provide required proof of your eligibility to work? ☐ Yes ☐ No ☐ N/A

If you are required to register with the Selective Service, can you show proof of registration? (Required of males ages 18 – 26.) ☐ Yes ☐ No ☐ N/A

Are you currently employed? ☐ Yes ☐ No

May we contact your present employer? ☐ Yes ☐ No

Are you legally eligible to work in the U.S.? ☐ Yes ☐ No

Do you have any relatives employed with us? ☐ Yes ☐ No

If yes, Name _____ Relation _____ Dept _____

If yes, Name _____ Relation _____ Dept _____

Have you ever been convicted of, plead guilty or no contest to a misdemeanor? ☐ Yes ☐ No

If yes, please give date and explanation.

Have you ever been convicted of, plead guilty or no contest to a felony? ☐ Yes ☐ No

If yes, please give date and explanation.

*A misdemeanor or felony conviction will not necessarily disqualify a job candidate from being considered for a position, unless applicable by law.

Education

High School				
School Name and Address				Did you graduate?
				☐ Yes ☐ No
If not a high school graduate, do you have a GED?				☐ Yes ☐ No
Technical or Business Schools				
School Name and Address	Number of years attended	Course of study	Did you graduate?	Degree obtained
			☐ Yes ☐ No	
			☐ Yes ☐ No	
Colleges/Universities				
School Name and Address	Number of years attended	Course of study	Did you graduate?	Degree obtained
			☐ Yes ☐ No	
			☐ Yes ☐ No	
			☐ Yes ☐ No	
			☐ Yes ☐ No	
			☐ Yes ☐ No	

WE ARE AN EQUAL OPPORTUNITY EMPLOYER

Augusta is an Equal Opportunity Employer and does not discriminate on the basis of race, religion, color, gender, age, national origin or disability. Applications are kept on file for 90 days.

Move to Applicant Data Sheet



Application for Employment Augusta, Georgia

References: List three (3) personal references who are not related to you and are not previous employers.

Name	Address	Phone Number	Years Known

Employment History: List most recent or current job first: (please cover last eight (8) years, attach additional page if needed.)

Name of Organization	Telephone ()	Dates Employed From mo/yr To mo/yr
Number and Street	City State Zip Code	May we contact this employer? ☐ Yes ☐ No
Official Job Title	Name of Supervisor	Pay (hourly rate/salary) Starting Final
Describe Specific Job Duties		
Reason for Leaving		
Name of Organization	Telephone ()	Dates Employed From mo/yr To mo/yr
Number and Street	City State Zip Code	May we contact this employer? ☐ Yes ☐ No
Official Job Title	Name of Supervisor	Pay (hourly rate/salary) Starting Final
Describe Specific Job Duties		
Reason for Leaving		
Name of Organization	Telephone ()	Dates Employed From mo/yr To mo/yr
Number and Street	City State Zip Code	May we contact this employer? ☐ Yes ☐ No
Official Job Title	Name of Supervisor	Pay (hourly rate/salary) Starting Final
Describe Specific Job Duties		
Reason for Leaving		

List any additional training, skills or equipment you are skilled in operating related to the position in which you are applying. (This may include computer applications, typing speed, a CDL license, or any other skills.)

Authorization and Release

My signature on this application form attests to the fact that all information included is true to the best of my knowledge. I am aware that falsification/misrepresentation on any part of this application form and attached resume or credentials may disqualify me for employment or result in immediate dismissal, regardless of when discovered. I understand that any employment pursuant to this application shall be subject to the condition that I pass the pre-employment drug screening urinalysis test and that information regarding use of drugs may be disclosed to the appropriate county representative as a part of the employment process. I further understand that a post-offer of employment physical examination is also required for certain positions, and in those cases, employment is conditional upon successfully passing the examination. All medical information will be classified as confidential. I hereby authorize Augusta to investigate the information contained in my application, and to verify the information that I have submitted. I further authorize any past or present employer, law enforcement agency, or educational institution to release any information contained in my personnel file, police, or school record. I hereby release any individual providing requested information from all liability and agree not to sue for defamation or other claims based upon statements made to any representative of Augusta.

Signature of Applicant

Date



APPLICANT DATA SHEET

Note:

Place Questions here

A prior conviction will not arbitrarily disqualify any applicant from employment with Augusta, Georgia

Georgia

SURVEY INSTRUCTIONS *DATA BELOW IS VOLUNTARY*

The Augusta government is an equal opportunity employer committed to the policies and principles of affirmative action. To help us comply with federal equal opportunity record-keeping requirements, please answer the questions on this survey. This information will assist the Human Resources Department in ensuring that our recruitment efforts are reaching all areas in the community and that all protected classes are represented in our applicant pool. This data will be used in periodic government reporting and will be kept in a confidential file separate from the Application for Employment. Failure to submit this data will not in any way effect your present or future employment.

1. Ethnic Background (Please check only one):

- | | |
|---|--|
| a. ☐ Caucasian (Not of Hispanic Origin) | d. ☐ Hispanic |
| b. ☐ African American (Not of Hispanic Origin) | e. ☐ Asian/Pacific Islander |
| c. ☐ American Indian/Alaskan Native | f. ☐ Other |

2. Gender:

a. ☐ Male

b. ☐ Female

3. Birth Date: Month _____ Day _____ Year _____ Age _____

4. Do you currently have a disability that is covered under the Americans With Disabilities Act (ADA)?

☐ Yes

☐ No

5. How did you hear about this job? (Please check all that apply)

- | | |
|--|--|
| a. ☐ Local Newspaper | f. ☐ Job Announcement |
| b. ☐ State Employment Agency | g. ☐ Job Line |
| c. ☐ Minority Organization | h. ☐ Internet |
| d. ☐ Professional Publication | i. ☐ Other |
| e. ☐ Current Employee | |

NAME

DATE OF APPLICATION

TITLE OR POSITION FOR WHICH YOU ARE APPLYING

Applicants are considered for all positions without regard to race, color, religion, gender, national origin, age or disability.

1.0 POLICY SUMMARY

Augusta Georgia is committed to a hiring policy that affords individuals with a criminal background the opportunity to be considered for employment without compromising the values or safety concerns of Augusta, Georgia and its citizens. An audit of the application of this Policy will be conducted periodically, but ~~at least no less than~~ annually, in order to determine whether this Policy is being applied in a manner that does not adversely impact any demographic group.

2.0 POLICY STATEMENT:

It is the policy of Augusta, Georgia to inquire about the background, criminal and otherwise, of all individuals who are considered for employment, either for a new or for a different position and to conduct a background investigation on any individual who is a finalist for selection. Arrest records will not be considered in employment decisions.

Augusta Georgia will inquire into an applicant's criminal background during the initial application process. The inquiry will be part of the demographic portion of the application and the response will not be shared with the hiring manager ~~at this time~~. The existence of a criminal background will not automatically disqualify an applicant from consideration. Rather, if a criminal background exists, Augusta Georgia's Human Resources Department ("Human Resources") will initially make a determination as to whether the position for which the individual applied requires an occupational licensing or certification requirement that is denied to individuals with criminal convictions by federal or state laws or regulation. In such a situation a conviction will disqualify an individual ("targeted exclusion") and the application will be rejected. Alternatively, if a targeted exclusion is not applicable, Human Resources will make an individualized assessment of the relevance of the criminal record to the duties and responsibilities of the position ("individualized assessment"). As part of that process Human Resources will afford the individual an opportunity to explain the circumstances that lead to the conviction and present any mitigating factors.

If following the individualized assessment Human Resources determines that the candidate should be rejected, that determination will be reviewed by the EEO/Compliance department ("EEO"). If EEO agrees with Human Resources' determination, the candidate will be rejected and not forwarded to the hiring manager. If EEO disagrees with Human Resources' determination, then the two departments will attempt to resolve their disagreement. If they cannot resolve the disagreement it will be referred to the Administrator for a final determination.

If based upon the results of the individualized assessment the candidate ~~is not rejected~~, Human Resources will forward the application to the hiring manager and not disclose the existence of the criminal conviction to the hiring manager.

An applicant who during the application process misrepresents his/her criminal background will be subject to the rejection of his/her application or discharge from employment.

Individuals who apply to serve as volunteers for Augusta, Georgia programs may, depending upon the nature and responsibilities of the volunteer duties sought, be subjected to a background investigation as part of the application approval process.

All Augusta, Georgia employees or volunteers are required to report to their immediate supervisor any arrest(s), indictment(s), and/or criminal conviction(s) by the next business day. Convictions will be subjected to the same analysis as in the application process and may result in corrective action or

discharge. The underlying facts relating to an arrest may result in corrective action or discharge. Under no circumstances may an employee be in paid status while incarcerated, including Sheriff and Fire Department personnel.

Under direction of the General Counsel an audit of the application of this Policy will be conducted periodically, but at least ~~no less than~~ annually, in order to determine whether this Policy is being applied in a manner that does not adversely impact any demographic group.

3.0 COMPLIANCE RESPONSIBILITIES

Human Resources is responsible for this policy and has the authority to implement the policy. The Human Resources Director may apply appropriate interpretations to administer and clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy.

4.0 PROCEDURESS TO IMPLEMENT POLICY

Human Resources may develop procedures or other supplementary information to support the implementation of this policy. Such supporting documentation requires the approval of the Administrator, ~~but does not require the approval of the Commissioners.~~

5.0 APPLICABILITY

This Policy is applicable to....

6.0 DEFINITIONS

Individualized Assessment - The nature and gravity of the offense; when the offense occurred and the individual's subsequent record and experience; and the nexus that the conviction has to the duties and responsibilities of the position.

Targeted Exclusions - Positions which require an occupational license or certification requirement that is denied to individuals with criminal convictions by federal or state laws or regulations.

7.0 REVISION HISTORY

This policy was implemented....

1.0 POLICY SUMMARY

This policy provides direction and authority regarding personnel policies applicable Augusta, Georgia employees, officers and volunteers.

2.0 POLICY STATEMENT:

A. Application of Personnel Policies

The Personnel Policies for Employees describes the employment relationship between employees ~~and officers~~, and Augusta, Georgia. These policies, and their implementing procedures, describe certain rights, benefits, expectations and obligations which define the employment relationship. Augusta, Georgia management retains all other rights and prerogatives in order to manage the organization municipality so that it may attain its mission. Subject to the approval of the Administrator, or delegate, these policies may be supplemented by the terms of a Memorandum of Understanding entered into by some employees and Augusta, Georgia, but in case of a conflict between these policies and the Memorandum, the policies shall prevail.

B. Employees Covered

These policies apply to all employees of Augusta, Georgia, and by adoption of Augusta, Georgia's elected officers to the employees within their offices, and all boards, commissions and authorities, unless specifically excluded by these policies or by other state law or Augusta, Georgia ordinance. These policies are not and do not form an express or implied contract between Augusta, Georgia and its employees.

Department Directors and SES employees are at-will employees. The Administrator shall have the right to recommend appointment and discharge of Department Directors to the Commission and the Commission shall, at its sole discretion, approve or deny such recommendation. The Administrator, Clerk of Commission, Director of Equal Employment Opportunity and Minority and Small Business Opportunities, and General Counsel shall be appointed and discharged directly by the Augusta, Georgia Commission.

The Mayor shall have the authority to appoint and terminate any employee who is a direct and sole report to the Mayor and is responsible for performing duties in support of the Office of the Mayor. Nothing in these personnel policies and procedures should be construed as allowing SES employees or employees of elected officials to attain a property interest in their positions.

However, exclusion from all or part of these policies does not exempt any employee ~~one~~ from equal employment opportunity practices that may be required by state and federal laws.

C. Amendments

These Personnel Policies may be amended only by the Commission.

D. Delegation of Authority and Implementing Procedures

Authority for implementing these policies is set forth in each policy. Employees

should consult the implementing procedures and department regulations in addition to the policies set forth here for further information regarding their employment relationship with Augusta, Georgia.

3.0 REVISION HISTORY

This policy was implemented....

4.0 Definitions

The Commission shall mean the ten elected Commissioners and the Mayor.

1.0 POLICY SUMMARY

The purpose of this policy is to permit Augusta, Georgia to provide eligible employees with paid time off for specific holidays as directed by action of Augusta, Georgia Commission.

2.0 POLICY STATEMENT:

It is the policy of Augusta, Georgia to provide its employees with eleven (11) paid holidays each year. The following holidays will be observed:

New year's day
Marian L. King Jr. day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

Holiday schedules for the subsequent year will be announced in November of each year by the Administrator. Certain Departments may observe alternate holiday schedules.

A. Holiday Pay

- a. Employees who work a standard schedule, e.g., 7.5 hours per day, 5 days per week will be eligible to receive 7.5 hours of holiday pay for each holiday.
 - b. Employees who work an alternative schedule of 12 hours per day will be eligible for ___ hours of holiday pay per year.
 - c. Employees who work an alternative schedule of 24 hours per day will be eligible for ___ hours of holiday pay per year.
 - d. Some employees may be required to work on holidays. Employees who are required to work on a scheduled holiday will receive either pay or compensatory leave at a rate of one and one half times their regular rate of pay for all hours worked in addition to their holiday pay, in accordance with department procedure.
- B. Eligibility – Employees must work or be on approved leave on their scheduled work days before and after the holiday in order to receive holiday pay. Contract, temporary and part-time employees are not eligible for holiday pay.
- C. Employees who are on paid time off when a holiday occurs will not have their paid time off account charged for the holiday.

3.0 COMPLIANCE RESPONSIBILITIES

Human Resources is responsible for this policy and has the authority to implement the policy. The Human Resources Director may apply appropriate interpretations to administer and clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy.

4.0 PROCEDURES TO IMPLEMENT POLICY

Human Resources may develop procedures or other supplementary information to support the implementation of this policy. Such supporting documentation requires the approval of the Administrator, but does not require the approval of the Commissioners.

5.0 APPLICABILITY

This Policy is applicable to....

6.0 DEFINITIONS

7.0 REVISION HISTORY

This policy was implemented....

1.0 POLICY SUMMARY

This policy provides guidelines for departments to schedule reasonable and flexible work hours and locations for employees as well as to provide convenient and consistent hours for citizens to transact business with the Augusta Georgia

2.0 POLICY STATEMENT:

A full-time employee works a schedule of at least 37.5 hours per week. Employees working a schedule of less than 37.5 hours per week are part-time. The normal hours of operation for Augusta, Georgia are 8:30 am to 5:00 pm Monday through Friday. The standard workday is at least 7.5 hours. Unless otherwise indicated, official statements including policy and handbook references to “workday” mean a 7.5-hour period. Each Department Director, with the approval of the Administrator, may establish alternative work schedules for the Department or subunits within the Department as necessary for the operation of their Department to best meet the needs of Augusta, Georgia and its citizens.

For most jobs, an unpaid, 60-minute meal break is required. In addition, Departments may provide two (2) fifteen-minute paid breaks, typically one in the morning and one in the afternoon. These breaks may not be used to cover missed time, to extend the meal period or taken at the beginning or end of the workday. The supervisor is responsible for scheduling both types of these breaks.

It is the policy of Augusta, Georgia to promote general work efficiencies and to comply with its accommodation obligations by permitting Department Directors to authorize individual employees to work alternative work schedules or at alternate work locations for all or part of their workweek.

3.0 COMPLIANCE RESPONSIBILITIES

Human Resources is responsible for this policy and has the authority to implement the policy. The Human Resources Director may apply appropriate interpretations to administer and clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy.

4.0 PROCEDURES TO IMPLEMENT POLICY

Human Resources may develop procedures or other supplementary information to support the implementation of this policy. Such supporting documentation requires the approval of the Administrator, ~~but does not require the approval of the Commissioners.~~

5.0 APPLICABILITY

This Policy is applicable to....

6.0 DEFINITIONS

7.0 REVISION HISTORY

This policy was implemented....

1.0 POLICY SUMMARY

This policy provides direction for the accrual, use and recording of all paid and unpaid leave available to eligible employees. Augusta, Georgia understands and appreciates that employees require time away from work for a variety of reasons. To that end, Augusta, Georgia provides a full array of time off policies to help eligible employees integrate work and personal obligations. This policy explains the types of time off benefits available to assist employees in managing events requiring time away from work. It also explains what responsibilities employees have with respect to certain leaves of absence.

2.0 POLICY STATEMENT:

A. General Leave Provisions

Augusta, Georgia's policy is to administer requests by employees for time off from work fairly and to treat similarly situated employees consistently. Eligibility and leave entitlements vary under the FMLA, and other legislated leave provisions. In determining whether time off or a leave request should be granted and whether paid leave is appropriate, supervisors should, at a minimum, consider the reason for the request, any applicable policy provisions, and the impact the absence will have on Augusta, Georgia's operations. Employees are responsible for informing their supervisors in advance of the need to take time off if foreseeable, or as soon as possible under the circumstances, depending on the nature of the leave.

B. Annual Leave

Augusta, Georgia provides annual leave to eligible employees for personal use, such as rest, relaxation, and renewal. Consistent with this objective, Augusta, Georgia encourages employees to use their accrued annual leave each year, but caps the amount of annual leave that maybe accrued.

C. Sick Leave

Augusta, Georgia provides paid sick leave to continue the salary of eligible employees who are absent from work because of illness or injury, medical appointments, for parental bonding, family illness or while on Other Leaves as outlined within this policy. Sick leave accrual is capped as set forth in the Procedures.

D. Family and Medical and Other Life Event Leaves

Augusta, Georgia provides leave to eligible employees under the Family and Medical Leave Act ("FMLA"), as well as for personal matters such as pregnancy, attendance at funerals for immediate family members, jury or civic duty, days of mourning, emergency or personal reasons. Qualifying reasons for FMLA leave include: the employee's own illness; the illness of an employee's immediate family member; parental bonding; military caregiver; qualifying exigency; and Military Spouse/Domestic Partner Leave. Leave will also be provided for employees who sustain injury or illness while working consistent with the requirements of Georgia Worker's Compensation.

Leaves and benefits thereunder for these purposes may overlap and may therefore run concurrently.

E. Military Leave

Augusta, Georgia provides, benefits and reinstatement rights for employees who elect or are called to military service or training in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 (USERRA) and Georgia law.

F. Bereavement Leave

Employees on the active payroll shall receive up to three (3) consecutive, paid days of bereavement leave when a death occurs in their immediate family and up to seven (7) consecutive, paid days when multiple deaths occur in their immediate family for regularly scheduled work days. Employees who work alternative schedules will be provided a comparable amount of bereavement leave by their Departments. Immediate family is defined as parent, grandparent, spouse, child, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law and domestic partner. Bereavement leave will normally be taken within ten (10) calendar days following the death (fourteen (14) days following multiple deaths) Extraordinary circumstances will be handled on a case-by-case basis.

G. Jury or Witness Duty

An employee who is called for jury duty or receives a court summons to appear as a witness in a judicial proceeding in which the employee is neither a party in nor a real party of interest in the judicial proceedings during working hours (witness duty) will receive his or her full pay. A copy of the summons for jury or civic duty that is received by the employee must be furnished to the Department Director before jury or civic duty leave begins. Employees called for jury or witness duty are excused from reporting for work only for the time required traveling to and from the Courthouse and the time actually on jury or civic duty. If the Court releases an employee (other than a Firefighter) from jury or witness duty during normal work hours, he/she must return to his or her department as soon as possible. The employee will retain any compensation paid by the court.

H. Medical Leave

A Medical Leave of Absence may be granted to employees who have completed their probationary period for periods in excess of those covered by the FMLA when the employee is unable to work due to his medical condition. Such leaves may be for up to thirty (30) calendar days and may be extended for up to a total of three (3) consecutive months upon presentation of a physician's statement verifying that the employee is unable to perform his position duties because of an occupational or non-occupational medical condition.

A medical leave, when combined with other leaves taken consecutively or for the same medical condition may not exceed six (6) months. If an employee returns from Medical Leave after FMLA leave expires but prior to six (6) months, the employee will:

1. Be allowed to fill a position held by a temporary employee, or temporary agency personnel, provided that the individual is qualified to perform the position's duties; or shall

2. Be offered any open position in the employee's previous job classification for which the employee is qualified.

I. Personal Leave

Limited personal leaves of absence may be granted upon request of employees who have completed their probationary period. Such leaves shall be not more than thirty (30) calendar days. A maximum of two (2) extensions may be approved by Augusta, Georgia.

J. Worker's Compensation

All aspects of Workers Compensation are governed by Georgia State Worker's Compensation law. The procedures under this policy will provide guidance and information to employees who assert that they have been injured in the course and scope of employment with Augusta, Georgia regarding the benefits and time off available to them.

K. Statutory Compliance

If applicable state or federal law requires the Augusta, Georgia to offer any leave in a manner that would be more generous to employees than is currently provided in this policy, Augusta, Georgia will comply with the law.

3.0 COMPLIANCE RESPONSIBILITIES

Human Resources is responsible for this policy and has the authority to implement the policy. The Human Resources Director may apply appropriate interpretations to administer and clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy, provided that Risk Management is responsible for and will apply appropriate interpretations to administer and clarify the Worker's Compensation policy.

4.0 PROCEDURES TO IMPLEMENT POLICY

Human Resources may develop procedures or other supplementary information to support the implementation of this policy, provided that Risk Management will develop procedures or other supplementary information to support the implementation of the Worker's Compensation policy. Such supporting documentation requires the approval of the Administrator, ~~but does not require the approval of the Commissioners.~~

5.0 APPLICABILITY

This Policy is applicable to all Augusta, Georgia employees.

6.0 DEFINITIONS

Covered active duty or call to covered active duty status: For purposes of Family and Medical Leave – Qualifying Exigency Leave, "covered active duty or call to

covered active duty status” is defined as (1) in the case of a member of the regular Armed Forces, duty during the deployment to a foreign country or (2) in the case of a member of the Armed Forces Reserve, duty during the deployment to a foreign country under a Federal call or order to active duty in support of a contingency operation, during a war, or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation.

Covered servicemember: For purposes of Family and Medical Leave – Military Caregiver Leave, a “covered servicemember” is a current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list; or a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

Covered veteran: For purposes of Family and Medical Leave – Military Caregiver Leave, a “covered veteran” is an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FML to care for the covered veteran.

Immediate Family members: Except for purposes of Family and Medical Leave, an employee’s spouse, domestic partner, children (including children of the employee’s domestic partner), parents, siblings, grandparents, and grandchildren. Step-relatives, in-laws, and relatives by adoption are included on the same basis as the above-listed blood relatives. If an employee was raised by persons other than his/her biological parents, these individuals also are included in this category. Likewise, if an employee is raising a child who is not his/her biological child, that child is included in this category.

Family members for purposes of Family and Medical Leave: an employee’s spouse, domestic partner, children who are under 18 years of age or incapable of self-care because of a mental or physical disability (including children of the employee’s domestic partner), and parents. Step-relatives and relatives by adoption are included on the same basis as the above-listed blood relatives. In-laws are not included. If the employee was raised by persons other than his/her biological parents, these individuals are also included in this category. Likewise, if an employee is raising a child who is not his/her biological child, that child is included in this category. If the employee is taking Military Caregiver Leave to care for a son or daughter who is a covered servicemember, the son or daughter may be of any age.

Family and Medical Leaves: Leaves that Augusta, Georgia offers employees for specified family and medical reasons, consistent with the federal Family and Medical Leave Act (FMLA), and as set forth in the applicable procedures.

Family and Medical Leave Act: A federal law that allows an employee to take unpaid leave (1) due to the employee’s serious health condition (including disability resulting from pregnancy, childbirth or related medical condition), (2) to care for certain family members if they have a serious health condition, (3) to bond with his/her new child

after the child's birth or placement with the employee for adoption or foster care, (4) for Military Caregiver Leave, or (5) for Qualifying Exigency Leave.

In loco parentis: For purposes of Family and Medical Leave, a person stands "in loco parentis" to a child if the person has day-to-day responsibilities to care for the child or financially supports the child.

Next of kin: For purposes of Family and Medical Leave – Military Caregiver Leave, "next of kin" is either (a) the nearest blood relative of the covered servicemember (other than the covered servicemember's spouse, domestic partner, parent, son or daughter) or (b) the person who the covered servicemember has designated in writing as his/her nearest blood relative for purposes of Military Caregiver Leave.

Outpatient status: For purposes of Family and Medical Leave – Military Caregiver Leave, "outpatient status" is the status of a servicemember assigned to a military medical treatment facility as an outpatient, or assigned to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

Parent of a military member: For purposes of Family and Medical Leave – Qualifying Exigency Leave, a "parent of a military member" is a military member's biological, adopted, step or foster parent or any other individual who stood in loco parentis to the military member when the military member was a child. The definition does not include parent's in-law.

Parent of a covered servicemember: For purposes of Family and Medical Leave – Military Caregiver Leave, a "parent of a covered servicemember" is a covered servicemember's biological, adopted, step or foster parent or any other individual who stood in loco parentis to the covered servicemember when the covered servicemember was a child. The definition does not include parent's in-law.

Period of military conflict: For purposes of Military Spouse/Domestic Partner Leave, a "period of military conflict" is a period of war declared by the United States Congress, or a period of deployment for which a member of a reserve component is ordered to active duty as defined in Military & Veterans Code Section 395.10.

Qualified Member: For purposes of Military Spouse/Domestic Partner Leave, a "qualified member" is a person who is (1) a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, (2) a member of the National Guard who has been deployed during a period of military conflict, or (3) a member of the Reserves who has been deployed during a period of military conflict.

Serious injury or illness of a covered servicemember: For purposes of Family and Medical Leave – Military Caregiver Leave, a serious injury or illness of a covered servicemember is (a) for a current member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness that was incurred or aggravated by the covered servicemember in the line of duty on active duty in the

Armed Forces that may render the servicemember medically unfit to perform the duties of his/her office, grade, rank, or rating; and (b) for a veteran of the Armed Forces, an injury or illness that was incurred or aggravated in the line of duty on active duty in the Armed Forces and manifested itself before or after the member became a veteran.

Single 12-month leave period: For purposes of Family and Medical Leave – Military Caregiver Leave, a “single 12-month leave period” means the period beginning on the first day the employee takes leave to care for the covered servicemember and ending 12 months after that date.

Son or daughter of a military member: For purposes of Family and Medical Leave – Qualifying Exigency Leave, a son or daughter of a military member is of any age and is a biological, adopted, or foster child, stepchild, or legal ward of a military member or someone for whom the military member stood in loco parentis when that person was a child.

7.0 REVISION HISTORY

This policy was implemented....

1.0 POLICY SUMMARY

This policy provides direction and authority to effectuate permanent and temporary layoffs and permanent and temporary reductions in employee work schedules when reductions in the workforce or reductions in employee work schedules are necessary to support Augusta Georgia's needs, and to recall laid off employee(s) when vacancies occur.

2.0 POLICY STATEMENT:

A. General

It is the policy of Augusta, Georgia to minimize the effects of permanent layoffs and reductions in employee work schedules on regular status employees when reductions in the workforce or reductions in employee work schedules are necessary due to lack of work, lack of funds, including lack of work, elimination of a position(s) or other material changes in the duties, responsibilities, or structure of the Augusta, Georgia organization due to reorganization. If, in the judgment of Augusta, Georgia, budgetary or operational considerations make it necessary to curtail operations, reorganize, reduce the hours of the workforce and/or reduce the workforce, staffing levels will be reduced in accordance with this policy. It is solely Augusta, Georgia's responsibility to determine the need for layoffs, the classifications of employees to be laid off, ~~and the layoff unit~~, and the number of employees to be laid off.

To minimize the effects of indefinite layoff or reduction in employee work schedules, Augusta, Georgia will give regular status employees opportunities for reassignment or transfer prior to permanent layoff or reduction in employee work schedules when reassignment or transfer opportunities arise and are operationally feasible.

B. Temporary Layoff or Temporary Reduction in Time

An employee will be given written notice of the effective date and the ending date of a temporary layoff or temporary reduction in schedule. Periods of temporary layoff or temporary reduction in schedule need not be adjacent; however, periods of temporary layoff or temporary reduction in schedule will not exceed a cumulative total of four (4) calendar months in a calendar year.

An employee may be temporarily laid off or temporarily reduced in schedule irrespective of length of service or classification, and is ineligible for the right to recall or preference for reemployment. Accrued sick leave will not be used during temporary layoff. If an indefinite layoff or indefinite reduction in time should occur during a temporary layoff or temporary reduction in time, the procedures for permanent layoff or reduction in employee work schedules will apply. Augusta, Georgia will inform employees who may be impacted by temporary layoff or schedule reduction as soon as feasible.

C. Indefinite Layoff or Indefinite Reduction in Time

Indefinite layoffs and indefinite reductions in employee work schedules are administered by defined layoff units, job classifications, and salary grades (in the event of a classification assigned to

different salary grades). Criteria for consideration when determining selection for layoff must include relevant skills, knowledge and abilities, documented performance, and length of service. Assessment of performance will be based on written performance appraisals and disciplinary records. When multiple employees have the same skills, knowledge and abilities, and are performing equally, employees with greater length of service will have priority for retention. Such employees may choose to waive their length of service in order to be designated for layoff, subject to approval by the Department Director.

An employee will receive at least sixty (60) ~~30~~ calendar days' advance written notice prior to indefinite layoff or indefinite reduction in schedule, or will receive pay in lieu of notice or a combination thereof. WARN notice shall constitute notice under this Policy. ~~Augusta, Georgia will inform employees who may be impacted by temporary layoff or schedule reduction as soon as feasible.~~

D. Recall

Hiring departments may take a laid off employee's relevant skills, knowledge and abilities, documented performance, and length of service into consideration when recalling an employee or providing preferential consideration to an employee. See Probationary Policy for whether a recalled employee will experience a new probationary period.

A regular status employee will have the right to recall for three years from the date of layoff.

3.0 COMPLIANCE RESPONSIBILITIES

Human Resources is responsible for this policy and has the authority to implement the policy. The Human Resources Director may apply appropriate interpretations to administer and clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy.

4.0 PROCEDURES TO IMPLEMENT POLICY

Human Resources may develop procedures or other supplementary information to support the implementation of this policy. Such supporting documentation requires the approval of the Administrator, ~~but does not require the approval of the Commissioners.~~

5.0 APPLICABILITY

This Policy is applicable to....

6.0 DEFINITIONS

Lay-Off – A reduction in the workforce and separation from employment due to lack of work, lack of funds, elimination of a position(s) or other material changes in the duties, responsibilities, or structure of the Augusta, Georgia organization.

Recall – Placement of former employee(s) who were laid off into a vacancy.

7.0 REVISION HISTORY

This policy was implemented....

1.0 POLICY SUMMARY

This policy provides direction for conducting performance evaluations for employees.

2.0 POLICY STATEMENT:

A. General

Performance evaluation is an ongoing process of communication between a supervisor and an employee that occurs as needed throughout the year, in support of accomplishing the objectives of Augusta, Georgia. The communication process includes setting objectives, identifying goals, providing feedback, and evaluating results.

B. Performance Evaluation

The performance of each employee shall be appraised at least annually in writing by the employee's immediate supervisor, or more frequently as needed.

The written performance evaluation is an opportunity for the supervisor and employee to review whether previously discussed performance expectations and goals have been met, to discuss professional development opportunities, and to identify options for acquisition of additional skills and knowledge to foster performance improvement and career growth. Additionally, the appraisal provides appropriate documentation to support any requests for promotion or job applications, layoff consideration, recommended merit increases and/or other performance-based awards.

3.0 COMPLIANCE RESPONSIBILITIES

Human Resources is responsible for this policy and has the authority to implement the policy. The Human Resources Director may apply appropriate interpretations to administer and clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy.

4.0 PROCEDURES TO IMPLEMENT POLICY

Human Resources may develop procedures or other supplementary information to support the implementation of this policy. Such supporting documentation requires the approval of the Administrator, ~~but does not require the approval of the Commissioners.~~

5.0 APPLICABILITY

This Policy is applicable to....

6.0 DEFINITIONS

7.0 REVISION HISTORY

This policy was implemented....

1.0 POLICY SUMMARY

All Augusta, Georgia employees are expected to maintain high personal and professional standards. One of the most noticeable expressions of these standards is dress and appearance. All employees are representatives of the Augusta, Georgia and therefore dress, appearance and hygiene should: (1) present a professional or identifiable appearance for customers, suppliers, and the public; (2) promote a positive working environment; (3) limit distractions caused by inappropriate dress; and (4) ensure safety while working.

2.0 POLICY STATEMENT:

Employees are expected to dress in a manner that is normally accepted in the environment in which they work and the function they perform. All attire should be appropriately fitted.

Where uniforms are required, they must be worn during working hours. The uniforms should be neat and clean when the employee arrives for work. (Employees required to wear uniforms should also refer to their specific departmental directions.)

Each Department Director should inform their employees of the Augusta, Georgia's Personal Appearance and Dress Code policy, and inform employees of the specific dress requirements for their positions.

COMPLIANCE RESPONSIBILITIES

Human Resources is responsible for this policy and has the authority to implement the policy. The Human Resources Director may apply appropriate interpretations to administer and clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy.

3.0 PROCEDURES TO IMPLEMENT POLICY

Human Resources may develop procedures or other supplementary information to support the implementation of this policy. Such supporting documentation requires the approval of the Administrator, ~~but does not require the approval of the Commissioners.~~

4.0 APPLICABILITY

This Policy is applicable to all employees

5.0 DEFINITIONS

6.0 REVISION HISTORY

This policy was implemented....

1.0 POLICY SUMMARY

This policy describes how a position is classified and the availability of a classification review.

2.0 POLICY STATEMENT:

A. Policy

Positions are established and classified based on the level and scope of assigned duties and responsibilities as documented in approved job descriptions. Positions with similar duties and responsibilities are grouped together in the same job class. As duties and responsibilities undergo significant changes, positions may be reviewed for reclassification. Procedures provide further guidance regarding use of classifications and titles.

B. Classification Review

In addition to requests for classification review by the Administrator and Department Directors, employees may request that their assigned duties and responsibilities be reviewed for appropriate classification level.

3.0 COMPLIANCE RESPONSIBILITIES

Human Resources is responsible for this policy and has the authority to implement the policy. The Human Resources Director may apply appropriate interpretations to administer and clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy.

4.0 PROCEDURES TO IMPLEMENT POLICY

Human Resources may develop procedures or other supplementary information to support the implementation of this policy. Such supporting documentation requires the approval of the Administrator, but does not require the approval of the Commissioners.

5.0 APPLICABILITY

This Policy is applicable to....

6.0 DEFINITIONS

7.0 REVISION HISTORY

This policy was implemented....

1.0 POLICY SUMMARY

This policy describes the terms of the probationary period for employees hired by Augusta Georgia.

2.0 POLICY STATEMENT:

A. General

All employees hired shall serve a twelve (12) month probationary period during which time their work performance and general suitability for employment with Augusta, Georgia shall periodically be evaluated in writing. Time on leave with or without pay is not qualifying service for the completion of the probationary period. Employees who are rehired following a break in service shall serve a new probationary period whether or not they previously completed a probationary period, provided that an employee recalled to his former position shall not serve a probationary period if he completed his probationary period prior to layoff. No employee shall have a property interest in his/her position during any probationary period. An employee who has satisfactorily completed the probationary period shall be informed in writing of the attainment of regular employee status.

B. Release During Probationary Period

Employees serving a probationary period or holding limited, casual/restricted or floater status may be released at any time at the discretion of Augusta, Georgia.

C. Extension of Probationary Period

Under appropriate circumstances, e.g., change of supervisor, transfer to a different job during the probationary period, marginal performance or unsuitability for the position, the probationary period may be extended at the discretion of the Department Director. Such an extension shall be for a specific period of time, but not for more than three months in total (15 months). Any such extension and the reasons therefore shall be supported by written documentation.

D. Employees of Elected Officials

Employees of elected officials do not serve a probationary period and their employment may be terminated at will.

3.0 COMPLIANCE RESPONSIBILITIES

Human Resources is responsible for this policy and has the authority to implement the policy. The Human Resources Director may apply appropriate interpretations to administer and clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy.

4.0 PROCEDURES TO IMPLEMENT POLICY

Human Resources may develop procedures or other supplementary information to support the implementation of this policy. Such supporting documentation requires the approval of the Administrator, ~~but does not require the approval of the Commissioners.~~

5.0 APPLICABILITY

This Policy is applicable to...

6.0 DEFINITIONS

Break in Service: Any separation from employment status. In addition, a break in service occurs, effective the last day on pay status, when an employee is off pay status for four complete, consecutive calendar months without an approved leave without pay, furlough, or temporary layoff. A return to pay status from an approved leave without pay, furlough, temporary layoff, or indefinite layoff during a period of right to recall and preference for reemployment, is not a break in service

7.0 REVISION HISTORY

This policy was implemented....

1.0 POLICY SUMMARY

Augusta, Georgia is committed to high standards of ethical, moral and legal business conduct. This policy describes: Augusta, Georgia's expectation that its employees will report any Improper Government Activity; the protection employees and former employees will be provided against an Adverse Employment Action if they report an Improper Government Activity; and the complaint process available to an employee or former employee if an employee believes that he/she has been retaliated against in violation of this Policy.

2.0 POLICY STATEMENT:

Augusta, Georgia seeks to provide a work environment where: employees are free to report suspected Improper Governmental Activity or conditions that significantly threaten the health or safety of employees or the public without fear of retaliation; employees can and must be candid and honest without reservation in conducting Augusta, Georgia's business; employees and former employees will be protected against an Adverse Employment Action if in good faith they reveal or report an Improper Government Activity or the possible existence of such, and describes where an employee should go to report an Improper Governmental Activity or file a complaint if they believe that they have been subjected to an Adverse Employment Action because they have revealed or made a good faith report of Improper Government Activity.

An individual who has knowledge of or believes that Improper Government Activity has occurred or believes that they have been subjected to an Adverse Employment Action because they have revealed or made a good faith report of Improper Government Activity must report such knowledge to a responsible arm of Augusta, Georgia. That includes:

1. The employee's supervisor,
2. A manager in the employee's management hierarchy,
3. The Office of the Administrator,
4. The Augusta, Georgia Law Department,
5. The Augusta, Georgia Human Resources Department, or
6. The Compliance Department

An employee who makes a complaint or reports information under this Policy knowing that it is false or in reckless disregard for the truth shall be subject to disciplinary action up to and including discharge.

Any individual associated with Augusta, Georgia who causes an Adverse Employment Action to be taken against or otherwise retaliates against another individual who, in good faith, revealed or reported an Improper Government Activity or participated/assisted with the investigation of the alleged Improper Government Activity, shall be subject to disciplinary action up to and including discharge.

3.0 COMPLIANCE RESPONSIBILITIES

Human Resources is responsible for this policy and has the authority to implement the policy. The Human Resources Director may apply appropriate interpretations to administer and clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy.

4.0 PROCEDURES TO IMPLEMENT POLICY

Human Resources may develop procedures or other supplementary information to support the implementation of this policy. Such supporting documentation requires the approval of the Administrator, ~~but does not require the approval of the Commissioners.~~

5.0 APPLICABILITY

This Policy is applicable to all individuals under the authority of the Augusta, Georgia Board of Commissioners, including, but not limited to staff, whether full-time, part time, temporary employees, or term appointments, to all volunteers, to all who provide contract services, and to all officers and officials, each of whom shall be entitled to protection. However, Augusta is entitled to take appropriate action against employees and other individuals that are subject to privilege or confidentiality obligations recognized by constitutional, statutory, or common law, who report Improper Governmental Activity in a manner that violates those obligations. Such actions against the subject employees and individuals shall include, but are not limited to discipline and discharge.

6.0 DEFINITIONS

Adverse Employment Action: A management action that affects the Complainant's existing terms and conditions of employment in a material and negative way, including, but not limited to, failure to hire, corrective action (including written reprimand, corrective salary decrease, demotion, suspension), and termination.

Complainant: An employee or applicant for employment who submits a complaint under this policy. For purposes of this policy, "employee" includes a current Augusta, Georgia employee or a former Augusta, Georgia employee who was employed at the time the relevant events occurred and includes academic appointees.

Good Faith means having reasonable grounds for believing that the information revealed or reported indicates that Improper Government Activity occurred.

Illegal Order: A directive to violate or assist in violating a local, state or federal law, rule, regulation or ordinance, or an order to work or cause others to work in conditions that would unreasonably threaten the health or safety of employees or the public.

Improper Governmental Activity: Any activity undertaken by Augusta, Georgia or by an Augusta, Georgia employee that is undertaken in the performance of the employee's duties, whether or not that activity is within the scope of his/her employment, and that (1) is in violation of or noncompliance with any local, state or federal law, regulation or ordinance, or Augusta, Georgia policy including, but not limited to, corruption, malfeasance, bribery, theft of government property, fraudulent claims, fraud, coercion, conversion, malicious prosecution, misuse of government property (including Augusta, Georgia property and facilities), or willful omission to perform duty, (2) is economically wasteful or involves gross misconduct, gross incompetence, or gross inefficiency, or (3) constitutes an Illegal Order.

7.0 REVISION HISTORY

This policy was implemented....

1.0 POLICY SUMMARY

Augusta, Georgia considers the health and safety of its employees to be of paramount importance and seeks to establish and maintain an Occupational Safety and Health Program for its employees by providing a safe and healthy work environment. In addition, Augusta, Georgia shall follow appropriate safety and health standards.

2.0 POLICY STATEMENT:

It is incumbent upon Augusta, Georgia employees to comply with safety and health standards and all rules and regulations which are applicable to the employee's work site and personal safety. Any employee who willfully or repeatedly violates or causes to be violated a safety standard, rule, regulation, or order shall be subject to corrective action up to and including discharge.

It is incumbent upon management personnel to notify the appropriate Department Director if employees working under their authority are adversely affected by safety standards or hazardous working conditions. It is then incumbent upon the Department Director to immediately notify the Human Resources Director, who has authority for the administration of this program.

No employee shall be discharged or discriminated against because such employee has filed a complaint or instituted or caused to be instituted any proceedings or inspections relating to the Augusta, Georgia's Occupational Safety and Health Program. See Retaliation Policy

3.0 COMPLIANCE RESPONSIBILITIES

Risk Management is responsible for this policy and has the authority to implement the policy. The Risk Management Director may apply appropriate interpretations to administer and clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy.

4.0 PROCEDURES TO IMPLEMENT POLICY

Risk Management may develop procedures or other supplementary information to support the implementation of this policy. Such supporting documentation requires the approval of the Administrator, ~~but does not require the approval of the Commissioners.~~

5.0 APPLICABILITY

This Policy is applicable to all employees and officials

6.0 DEFINITIONS

7.0 REVISION HISTORY

This policy was implemented....

1.0 POLICY SUMMARY

SES employees are employed on an at-will basis, have no propriety interest in their positions and thus are not afforded due process rights with respect to the termination of their employment. Accordingly, this policy sets forth Augusta Georgia's policy to provide severance pay to SES employees under defined circumstances. Employees who are not in an SES position at the time of termination of employment are not eligible to receive severance pay under this Policy.

2.0 POLICY STATEMENT:

A. Eligibility

1. Only SES employees are entitled to receive severance pay under this Policy.
2. An SES employee who has completed one year of continuous employment with Augusta, Georgia and whose employment is terminated without cause, by vote of the Commission, is eligible to receive severance pay.
3. An SES employee who is employed ~~has completed one year of continuous employment~~ with Augusta, Georgia as of January 1, 2017 and who provides at least thirty six (30 60) calendar days' notice of his/her resignation from employment with Augusta, Georgia ("notice period") and continues to perform in a satisfactory manner during the notice period is eligible to receive severance pay.
4. Employee must execute a Separation Agreement and General Release

B. Severance Schedule

1. SES Groups I-III shall be eligible for one (1) month of severance pay after the first year of employment and an additional month of severance pay for each additional full year worked in a SES position, not to exceed a maximum of six (6) months of severance pay.
2. SES Group IV shall be eligible for three (3) months' severance pay after the first year of employment as a SES Group IV employee and an additional month of severance pay for each additional full year worked as a SES level IV employee not to exceed a maximum of three (3) additional months of severance pay (for a total not to exceed 6 months)
3. Employment time serving in a non-SES position will not be credited for prior years of service under this policy if subsequently promoted to a SES position.
4. Severance pay shall be based on the employee's most recent date of hire.

C. No Severance Pay

Employee(s) are not entitled to severance pay if they leave employment with Augusta, Georgia under the following conditions:

1. Discharge for Cause
2. Disability covered by Worker's Compensation
3. Retirement
4. In the event an Augusta, Georgia function or service is contracted, assigned or otherwise transferred to another entity and Augusta, Georgia employees in that function or service are offered employment by the other entity within thirty (30) days of contract, assignment or transfer, whichever is later, provided the employee receives a substantially similar salary and benefit package.
5. Except as provided in 2.0 A 2, resignation.

3.0 COMPLIANCE RESPONSIBILITIES

Human Resources is responsible for this policy and has the authority to implement the policy. The Human Resources Director may apply appropriate interpretations to administer and clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy.

4.0 PROCEDURES TO IMPLEMENT POLICY

Human Resources may develop procedures or other supplementary information to support the implementation of this policy. Such supporting documentation requires the approval of the Administrator, ~~but does not require the approval of the Commissioners.~~

5.0 APPLICABILITY

This Policy is applicable to SES employees

6.0 DEFINITIONS

Severance Pay: Is calculated based on the employee's base rate of pay.

7.0 REVISION HISTORY

This policy was implemented....

1.0 POLICY SUMMARY

Augusta Georgia is committed to providing its employees and citizens with a workplace and facilities that are free from alcohol and controlled substances or individuals who are under the influence of alcohol or controlled substances.

2.0 POLICY STATEMENT:

It is the policy of Augusta, Georgia to maintain a workforce, workplace and its facilities free from the abuse of or illegal use, possession or distribution of alcohol or of controlled substances as defined in schedules I through V of the Controlled Substances Act, 21 United States Code section 812 and by regulation at 21 Code of Federal Regulations, section 1308. Unlawful manufacture, distribution, dispensing, possession, use or sale of alcohol or of controlled substances by Augusta, Georgia employees in the workplace, during working hours, while on Augusta, Georgia business, at Augusta, Georgia official functions or on Augusta, Georgia premises is prohibited. In addition, employees may not use illegal substances or abuse legal substances in a manner that impairs their work performance or impairs the public's trust in the employee's ability to carry out his job responsibilities.

Augusta, Georgia recognizes that dependency on alcohol or other substances is a treatable condition and offers programs and services for employees with substance and dependency problems. Employees are encouraged to seek assistance, as appropriate, from Risk Management or through a referral. Information regarding an employee obtained through such programs or services will be treated as confidential in accordance with Federal and State laws.

Augusta, Georgia regards violations of this Policy as a serious matter that will not be tolerated. will apply a zero-tolerance standard to violations of Employees who violate this Policy will be subject to disciplinary action, consistent with job requirements and the provisions of the Corrective Action Policy, up to and including discharge, and may be required as a condition of continued employment, or eligibility for future employment, at the discretion of Augusta, Georgia, to participate satisfactorily in an Employee Assistance Program.

3.0 COMPLIANCE RESPONSIBILITIES

Risk Management and Finance are responsible for this policy and has the authority to implement the policy. Risk Management and Finance may apply appropriate interpretations to administer and clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy.

4.0 PROCEDURES TO IMPLEMENT POLICY

Risk Management and Finance may develop procedures or other supplementary information to support the implementation of this policy. Such supporting documentation requires the approval of the Administrator, ~~but does not require the approval of the Commissioners.~~

5.0 APPLICABILITY

This Policy is applicable to all employees and officials.

6.0 DEFINITIONS

7.0 REVISION HISTORY

This policy was implemented....

1.0 POLICY SUMMARY

This policy covers the use of electronic technology, equipment and other property belonging to, or used by, Augusta, Georgia. It includes, but is not limited to, all computer systems of any size and function and their attached e-mail systems, software, network resources, Internet resources, radios, cellular telephones, and pagers.

The purpose of this policy is to establish guidelines and requirements governing the acceptable use of Augusta provided technology and other property and to communicate them to employees.

2.0 POLICY STATEMENT:

All technology resources, equipment or other property owned or used by Augusta, Georgia are in place to facilitate Augusta, Georgia's ability to carry out its mission and for its employees to perform their job duties efficiently and productively. ~~To that end~~ Accordingly, unless authorized by Augusta, Georgia and except for minimal usage, e.g., a brief telephone call, these systems and property are to be used solely for business purposes.

All equipment, property and technology resources and all information transmitted by, received from, and stored on Augusta, Georgia systems are the property of Augusta, Georgia and as such, are subject to inspection by Augusta officials. They are not the property of any employee. Consequently, employees and users should not have any expectation of privacy with respect to their messages and files or other uses. Augusta, Georgia has the right to monitor any and all aspects of its property, equipment and electronic technology resources. Augusta, Georgia reserves the right to audit and monitor the information on all systems, electronic mail, and information stored on computer systems or media, and to inspect its property and equipment without advance notice. ~~and to inspect its property and equipment.~~ This might include, but is not limited to investigation of theft, unauthorized disclosure of confidential business or proprietary information, personal abuse of the system or monitoring workflow and productivity.

Any employee found to have violated this policy may be subject to corrective action, up to and including discharge.

A. Objectives

- a. Ensure the protection of proprietary, personal, privileged, or otherwise sensitive data and resources that may be processed in any manner by Augusta, Georgia, or any agent for the City and the protection and proper use of other Augusta, Georgia property.
- b. Provide uninterrupted network resources to employees and the public.
- c. Ensure proper usage of networked information, programs, and facilities offered by Augusta, Georgia.
- d. Maintain security of and access to networked data and resources on an authorized basis.
- e. Secure email from unauthorized access.
- f. Protect the confidentiality and integrity of files and programs from unauthorized individuals.

- g. Inform employees and other users there is no expectation of privacy in their use of Augusta-owned hardware, software, or computer network access and usage or other property.
- h. Provide Internet and email access to employees and the public of Augusta, Georgia.
- i. Provide the necessary technology resources to enable employees to perform duties

3.0 COMPLIANCE RESPONSIBILITIES

Information Technology is responsible for this policy and has the authority to implement the policy. The Human Resources and Information Technology Directors may apply appropriate interpretations to administer and clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy.

4.0 PROCEDURES TO IMPLEMENT POLICY

Information Technology may develop procedures or other supplementary information to support the implementation of this policy. Such supporting documentation requires the approval of the Administrator, ~~but does not require the approval of the Commissioners.~~

5.0 APPLICABILITY

This Policy is applicable to all persons, whether employees, independent contractors or agents of Augusta, Georgia. All persons using Augusta, Georgia's electronic resources must comply with all software licenses, copyright laws and all other State and Federal laws governing intellectual properties.

6.0 DEFINITIONS

7.0 REVISION HISTORY

This policy was implemented....

1.0 POLICY SUMMARY

This policy statement describes Augusta, Georgia's commitment to affirmative action as a recipient of funds from the US government.

2.0 POLICY STATEMENT:

Consistent with its status as a recipient of funds from the US government, Augusta, Georgia undertakes affirmative action for minorities and women, for persons with disabilities, and for covered veterans

3.0 COMPLIANCE RESPONSIBILITIES

Human Resources Compliance is responsible for this policy and has the authority to implement the policy. The Human Resources Compliance Director may apply appropriate interpretations to administer and clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy.

4.0 PROCEDURES TO IMPLEMENT POLICY

Human Resources Compliance may develop procedures or other supplementary information to support the implementation of this policy. Such supporting documentation requires the approval of the Administrator, ~~but does not require the approval of the Commissioners.~~

5.0 APPLICABILITY

This Policy is applicable to....

6.0 DEFINITIONS

Covered Veterans: For purposes of this policy, "covered veterans" includes veterans with disabilities, recently separated veterans, Vietnam era veterans who served on active duty in the U.S. Military, Ground, Naval or Air Service during a war or in a campaign or expedition for which a campaign badge has been authorized, or Armed Forces service medal veterans.

7.0 REVISION HISTORY

This policy was implemented....

1.0 POLICY SUMMARY

This Policy describes Augusta, Georgia's expectations and employee obligations regarding attendance and punctuality

2.0 POLICY STATEMENT:

Dependable attendance and punctuality are expected of all employees. Unplanned absences and tardiness must be reported as soon as possible. If problems arise relating to an employee's attendance or punctuality, the supervisor or manager should not delay in taking corrective action.

3.0 COMPLIANCE RESPONSIBILITIES

Human Resources is responsible for this policy and has the authority to implement the policy. The Human Resources Director may apply appropriate interpretations to administer and clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy.

4.0 PROCEDURES TO IMPLEMENT POLICY

Human Resources may develop procedures or other supplementary information to support the implementation of this policy. Such supporting documentation requires the approval of the Administrator, ~~but does not require the approval of the Commissioners.~~

5.0 APPLICABILITY

This Policy is applicable to....

6.0 DEFINITIONS

7.0 REVISION HISTORY

This policy was implemented....

1.0 POLICY SUMMARY

The policy describes personnel records, access to personnel records by persons inside or outside Augusta, Georgia, as well as the location of records and the period of retention.

2.0 POLICY STATEMENT:

A. Employee Personnel Records

Augusta, Georgia will establish and maintain employee personnel records. The records will be maintained with accuracy, relevance, timeliness, and completeness, and appropriate and reasonable safeguards will be established to ensure security and confidentiality.

B. Access to Information in Employee Personnel Records

Access to employee personnel records will be made in accordance with the following provisions.

Specific legal requirements regarding an employee's access to the employee's own personnel records, right to correct or amend the records, and third party access to the personnel records are governed by the Georgia Open Records Act (O.C.G.A.50-18-70) Access to peace officer personnel records and the right to correct or amend those records is also governed by the Georgia law provisions related to the confidentiality of peace officer personnel records. Questions regarding an employee's records should be directed to the official designated by the Administrator for this purpose.

1. Access to an Employee's Own Personnel Records

Within 30 calendar days from the receipt of a request for records, an employee will be provided a copy of the employee's own personnel records or within 60 calendar days from the receipt of a request for records that are geographically dispersed, inactive, or in storage. There will be no charge for the first copy. However, records protected by recognized legal privilege and records exempted from disclosure by the Georgia Open Records Act (O.C.G.A.50-18-70) may be withheld.

2. Access to Records by the Public

Persons inside or outside Augusta, Georgia will have access to information in employees' personnel records in conformance with statutes and Augusta, Georgia policies on records. The Administrator will establish procedures for the release of information. Information which is public information and that should generally, be released upon request includes:

- ☐ Name
- ☐ Date of hire, position title, salary
- ☐ Organizational unit assignment
- ☐ Office address and office telephone number
- ☐ Job description, whether full-time or part-time, and appointment type
- ☐ Date of separation, and
- ☐ Other information that would not be (a) an invasion of personal privacy; (b) protected by recognized legal privilege; or (c) otherwise legally protected from disclosure.

Unless release is legally required, Augusta, Georgia will not release to the public information that it has determined to be (a) an invasion of personal privacy; (b) protected by recognized legal privilege; or (c) otherwise legally protected from disclosure. Such information includes but is not limited to:

- ☐ The individual's home telephone number and home address
- ☐ Spouse's or other relatives' names
- ☐ Birth date
- ☐ Social Security Number
- ☐ Citizenship
- ☐ Income tax withholdings
- ☐ Health care records
- ☐ Information relating to evaluation of performance and goal setting records
- ☐ Individual elections related to health and welfare benefits, retirement, or investment programs
- ☐ Drug test results, and
- ☐ Child support/garnishments

C. Period of Retention

Personnel records of an employee will be maintained according to the Georgia Open Records Act (O.C.G.A.50-18-70)

3.0 COMPLIANCE RESPONSIBILITIES

Human Resources is responsible for this policy and has the authority to implement the policy. The Human Resources Director may apply appropriate interpretations to administer and clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy.

4.0 PROCEDURES TO IMPLEMENT POLICY

Human Resources may develop procedures or other supplementary information to support the implementation of this policy. Such supporting documentation requires the approval of the Administrator, ~~but does not require the approval of the Commissioners.~~

5.0 APPLICABILITY

This Policy is applicable to....

6.0 DEFINITIONS

Personnel Records consist of any record, in any format, necessary and relevant to the administration of the staff personnel program

7.0 REVISION HISTORY

This policy was implemented....

1.0 POLICY SUMMARY

This policy describes the scope of efforts to be taken in regards to the recruitment of employees.

2.0 POLICY STATEMENT:

A. Scope of Recruitment

As appropriate, Augusta, Georgia will recruit both within and outside its work force to obtain qualified applicants. To support career progress of qualified internal candidates, internal recruitment may be utilized so long as it is consistent with equal employment and affirmative action objectives and results in a diverse pool of qualified applicants.

B. Exceptions to Recruitment

Recruitment is not required when a position is to be filled by:

1. demotion or lateral transfer of an employee within the same organizational unit;
2. lateral transfer of an employee along with the budgetary provision for that employee's position;
3. transfer or reemployment of an employee in accordance with Reasonable Accommodation, Medical Separation, Pregnancy Disability Leave, or Family and Medical Leave procedures
4. a qualified employee who has become disabled;
5. recall of a laid-off employee or placement of an employee with preference for reemployment or transfer;
6. an employee whose responsibilities or title have changed as a result of a reorganization or reassignment of functions among positions within the same organizational unit;
7. a position is transferred to another organizational unit, or
8. an employee who is competitively selected for an Augusta, Georgia sponsored internship program, and upon completion of the internship, as authorized in local guidelines and with the approval of the department head, is appointed to a vacant position for which he or she meets the minimum qualifications;

9. Succession Planning.

C. Waiver of Recruitment

A waiver of standard recruitment may be authorized by the Administrator in special circumstances consistent with equal opportunity and affirmative action objectives.

D. Career Ladder Recruitment

An open position may be listed with multiple job titles at different levels within a single Job progression. The hiring Department will determine the initial job title based on the qualifications of the selected candidate. These multiple job titles may allow an employee to advance to a higher job title with the acquisition of additional knowledge and skills during the course of employment.

Department needs and employee performance will govern the recruitment and selection process noted above. The process should include the generation of a written development plan, the timing of an employee's assessment, and the reclassification process.

With approval of the Department head, the employee who has successfully met the

criteria for upward advancement to a higher level position may be reclassified within the same job progression and department or organizational unit for which the original recruitment was conducted.

3.0 COMPLIANCE RESPONSIBILITIES

Human Resources is responsible for this policy and has the authority to implement the policy. The Human Resources Director may apply appropriate interpretations to administer and clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy.

4.0 PROCEDURES TO IMPLEMENT POLICY

Human Resources may develop procedures or other supplementary information to support the implementation of this policy. Such supporting documentation requires the approval of the Administrator, ~~but does not require the approval of the Commissioners.~~

5.0 APPLICABILITY

This Policy is applicable to....

6.0 DEFINITIONS

Demotion: The change of an employee from one position to another position which results in a lower salary range maximum.

7.0 REVISION HISTORY

This policy was implemented....

Index December 7, 2016

After Policies PPPM Subcommittee November 18, 2016

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- 2 Conflict of Interest 3.0
- 3 Corrective Action 3.0
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- 6 Fair Chance Policy 9.0
- 7 General Provisions 5.0
- 8 Holidays 3.0
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- 15 Probationary Period 6.0
- 16 Retaliation and Whistleblowing 3.0
- 17 Safety 3.0
- 18 Severance Pay 3.0
- 19 Substance Abuse 7.0
- 20 Use of Augusta Georgia Technology Equipment and Property 4.0
- 21 Affirmative Action 2.0
- 22 Attendance and Punctuality 1.0
- 23 Employee Records 1.0
- 24 Hiring 4.0



**Administrative Services Committee Meeting
12/13/2016 1:10 PM
Motion to Approve Personnel Policies**

Department:	Human Resources
Presenter:	Michael Loeser
Caption:	A motion to approve the twenty-four (24) policies submitted by the PPPM subcommittee as developed by the consultant and for the Administrator to develop a personnel procedures manual and bring back an appropriate ordinance to abolish the current PPPM.
Background:	Augusta, GA Human Resources was asked to prepare policies to cover personnel activities for Augusta, GA. The last time the manual was updated was in 2011. A consultant was hired to recommend best practices. The consultant developed and recommended 24 policies to guide the actions of the personnel department. The goals of this review was to separate policies from procedures thereby reducing the number of actions to be taken by the Commission, the review the current policies to reflect changes in law and to build in best practices. The Administrative Services Chair appointed a subcommittee consisting of Commissioner Lockett Subcommittee Chair, and three commissioners; Commissioners Williams, Smith and Hasan
Analysis:	There has been a series of meetings between the subcommittee and the consultant discussing possible policies and determining appropriate oversight responsibilities. These meetings have resulted in 24 policies being developed to replace the current Personnel Policies and Procedures Manual (PPPM). Following approval of the policy statements, small committees will begin work with the consultant on reviewing and revising procedures.
Financial Impact:	There is not any direct financial impact to adopting these policies.
Alternatives:	Keep the current Personnel Policies and Procedures Manual (PPPM).

Recommendation: Approve the recommendation of the subcommittee.

**Funds are Available
in the Following
Accounts:** Not Applicable

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

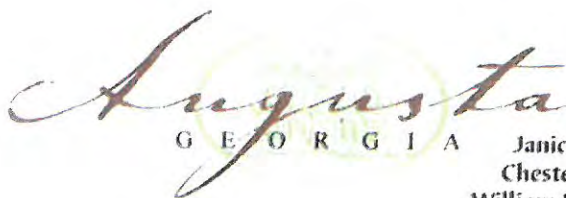


**ADMINISTRATIVE SERVICES COMMITTEE MEETING:
DECEMBER 13, 2016 – 1:00 PM**

**MOTION TO DENY THE PROTEST OF FEDERAL ENGINEERING, INC.
AND TO LIFT THE STAY OF PROCUREMENT IN ACCORDANCE WITH AUGUSTA, GA CODE**
Regarding RFP Item 16-200 Land Mobile Radio Consulting Services
For Augusta, Georgia – Information Technology Department

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Procurement's Response to Federal Engineering's 11/4/2016 (Denial of vendor's protest and the project and a Stay of the project during the protest was issued)	
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Office of the Administrator

Janice Allen Jackson, Administrator
Chester Brazzell, Deputy Administrator
William E. Rhinehart, Deputy Administrator

Ste. 910 - Municipal Building
535 Telfair Street - AUGUSTA, GA 30901
(706) 821-2400 - FAX (706) 821-2819

October 18, 2016

Ms. Tameka Allen
Information Technology Director
535 Telfair Street
Augusta, GA 30901

Dear Tameka:

The Augusta, Georgia Commission, at their regular meeting held on Tuesday, October 18, 2016 to approved the selection of Engineering Associates, LLC as the vendor of choice to provide consulting services, as outlined in RFP # 16-200 Land Mobile Radio Consulting Services. (Approved by Public Safety Committee October 11, 2016)

If you have any questions, please contact me.

Yours truly,

A handwritten signature in blue ink that reads "Janice".

Janice Allen Jackson
Administrator

10-18-16: #19

cc: Ms. Donna Williams
Ms. Geri Sams

GIMMEL, WEIMAN, ERSEK, BLOMBERG & LEWIS, P.A.

ATTORNEYS AT LAW

GERALD K. GIMMEL
STEVEN T. BLOMBERG
PAUL S. LEWIS
LEAH B. MORABITO

STEVEN L. WEIMAN
(1943-1991)
DONNA NICHOLSON ERSEK
(RETIRED)

November 4, 2016

VIA EMAIL - procbidandcontract@augustaga.gov

AND FEDERAL EXPRESS

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, Georgia 30901

Ref: RFP Item #16-200 Land Mobile Radio Consulting Services for Augusta, Georgia
- Information Technology Department RFP Date: Wednesday, July 27, 2016 @
11:00 a.m.

Dear Ms. Sams:

The law firm represents Federal Engineering, Inc., a participating prospective participant in the above references RFP. On November 3, 2016, Federal Engineering, Inc., received your letter dated October 31, 2016 advising it that at the Augusta, Georgia Commission meeting held October 18, 2016 a contract was awarded to Engineering Associates. Please note that Darrell White, on behalf of Augusta, GA, informed my client via email on October 31, 2016, that a decision on an award had not yet been made.

Federal Engineering herein protests this award under Article 9 Appeals, Protests and Remedies of Sec. 1-10-81, et seq.

The basis of the Protest is as follows:

Augusta's Process Regarding Request for Proposals, Sec. 1-10-52. Sealed proposals, Subsection (g) Evaluation and selection, specifically states.

Such evaluation factors may include, but not be limited to:

- (3) *The character, integrity, reputation, judgment, experience, and efficiency of the offeror;*
- (4) *The quality of performance on previous contracts;*
- (5) *The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services*

On October 28, 2016 Barrow County, Georgia filed a Complaint for Damages suit against Engineering Associates (See Case No. 2016CV281963 attached), alleging both negligence and breach of contract arising out of a contract, "for the provision of wireless communications engineering services to design and assist in the development of a wireless communications infrastructure for public safety..." (See Paragraph 6 of the attached).

The duties to be performed by Engineering Associates under its contract with Barrow County are described in detail in Paragraphs 10 and 11 of the attached and are of the specific nature for the selected contractor to perform pursuant to this RFP. The complaint goes on to note in Paragraph 17 that Engineering Associates' work product was so poor that, "As a result of this wholly inadequate and incomplete user needs assessment and EA's (Engineering Associates') deficient performance of the other required services the RFP for the System developed by EA was deficient."

The attached Complaint goes paragraph after paragraph and page after page noting the many problems with Engineering Associate performance on a project similar to that of the subject RFP for Augusta, GA.

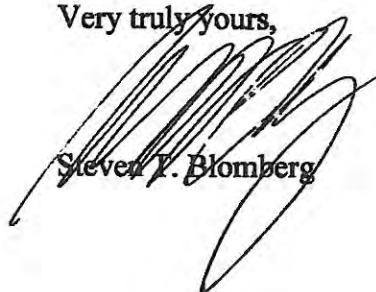
Count III of the attached even includes a claim by Barrow County for punitive damages claiming bad faith by Engineering Associates.

This brings into question Engineering Associates' ability to comply with the above three evaluation criteria. In addition, it is our opinion the law suit by Barrow County will certainly distract the resources of Engineering Associates and may impact their ability to perform the services required by Augusta.

Federal Engineering, Inc., believes that it is the better choice for the citizens of Augusta because of the above, and the fact that our evaluation score was within 2.7% of Engineering Associates' score. In light of the fact that the law suit was filed 10 days after Augusta, Georgia Commission meeting, my client requests that the Commission cancel the award to Engineering Associates and begin negotiations with Federal Engineering, Inc.

If you have any questions concerning this matter, please feel free to contact me.

Very truly yours,



Steven T. Blomberg

STB/rss
Enclosures
cc: Mr. Ronald Bosco

IN THE SUPERIOR COURT OF FULTON COUNTY

STATE OF GEORGIA

BARROW COUNTY, GEORGIA,

Plaintiff,

v.

**ENGINEERING ASSOCIATES, LLC, successor
by conversion to Engineering Associates, Inc.**

Defendant.

**CIVIL ACTION FILE
NO. 2016CV281963**

COMPLAINT FOR DAMAGES

COMES NOW, Barrow County, Georgia ("Plaintiff" or the "County"), and hereby files its Complaint for Damages (the "Complaint") against the Defendant, Engineering Associates, LLC, successor by conversion to Engineering Associates, Inc. (the "Defendant" or "EA"), showing the Court as follows:

Nature of the Action

1.

Plaintiff brings this action seeking damages against Defendant for torts, wrong or injury done to the County arising out of Defendant's actions, errors, omissions and/or conduct constituting professional negligence and breach of contract in the performance of the Professional Services Agreement and any amendments thereto entered into between EA and the County (the "Contract" or the "PSA").

Parties, Jurisdiction and Venue

2.

The County is a political subdivision of the State of Georgia, and is authorized by its duly

elected and appointed officials to bring this action.

3.

EA is a Georgia limited liability company registered to do business in Georgia. EA is the successor by conversion to Engineering Associates, Inc., a Georgia corporation originally formed and registered to do business in Georgia in 1954. EA may be served by and through its registered agent, CT Corporation System, 1201 Peachtree Street, NE, Atlanta, Georgia, 30361, by and through its officers at its principal place of business located at 1220 Old Alpharetta Road, Suite 390, Alpharetta, Georgia, 30005, or by and through any other agent authorized by EA to receive or acknowledge service of process.

4.

This Court has jurisdiction over the subject matter of this litigation pursuant to Article VI, Section II, Paragraph I of the Georgia Constitution.

5.

Venue is proper in this Court pursuant to Ga. Const. Art. VI, § 2, ¶ VI, and O.C.G.A. § 14-2-510(b)(1).

Factual Allegations

6.

Plaintiff restates and incorporates by reference all of the previous paragraphs of this Complaint, as if set forth verbatim herein.

7.

On December 5, 2011, the County entered into the PSA with EA for the provision of wireless communications engineering services to design and assist in the development of a wireless communications infrastructure for public safety and other public agencies within

Barrow County. A true and correct copy of the PSA, including the First Amendment to the PSA, is attached hereto as Exhibit "1" and incorporated herein by reference.

8.

In entering into the PSA with the County, EA entered into a relationship of trust and confidence between it and the County, whereby it recognized that the County's intention and purpose in entering into the PSA was to engage an entity with the requisite capacity, experience and skill and judgment to provide professional wireless communications engineering services to the County in pursuit of the timely and competent completion of the scope of work undertaken by EA under the PSA.

9.

In entering into the PSA with the County, EA knew that the County was relying on EA's professional expertise in the field of wireless communications engineering services, and that the County was not undertaking to approve or pass upon matters of expertise of EA in the performance of the wireless communications engineering services under the PSA.

10.

Pursuant to the PSA, EA's responsibilities and duties included, but were not limited to: (1) assisting and advising the County in identifying a wireless communications system to fit the needs of the public safety users of the County and its cities; (2) creating, designing and developing all technical specifications, including all required coverage testing, for the County's request for proposal ("RFP") pertaining to the engineering, furnishing, installation and maintenance of a wireless communications infrastructure for public safety (the "System"); (3) assisting and advising the County in selecting a vendor for the System; (4) assisting and advising the County in negotiating a contract for the System with the selected vendor; and (5) inspecting

the installation of the System by the vendor to ensure compliance with the developed specifications and proper workmanship.

11.

In particular, EA was required to perform services, including but not limited to, the following as set forth in RFQP-2011-19 (Exhibit "A" to the PSA), the scope of services and costs (Exhibit "B" to the PSA) and the projected schedule (Exhibit "C" to the PSA) attached to and incorporated into the PSA by reference: (1) understand all County radio user needs and expectations; (2) perform infrastructure and 9-1-1 Center facilities evaluations and prepare a report identifying existing conditions, and make recommendations for improvement of existing facilities; (3) determine the County's current and future interoperability requirements and frequency considerations; (4) perform interference investigations of existing and planned radio frequencies and provide a report to the County; (5) assist the County in identifying a wireless communication system that was preferably a P-25 compliant system, using existing resources as appropriate; (6) assist the County in identifying a microwave backhaul system to replace leased lines; (7) guide the County in developing a plan for implementation that includes a migration path and a phased approach to allow improvements incrementally as funding permits; (8) assist in the development of a competitive solicitation for the acquisition of wireless communication equipment, including the development of technical specifications for the RFP; (9) review vendor proposals for compliance with the solicitation; (10) assist the County with negotiating a contract with the successful bidder; (11) assist the County with FAA and FCC filings and frequency coordination; (12) assist the County with supervising the construction of the infrastructure and inspection of equipment installations to ensure compliance with specifications and proper

workmanship; and (13) participate in system testing and coverage activities, ensuring that the end product is of good quality and functioning as designed.

12.

EA failed to perform a proper user needs assessment as is customary in the industry in connection with its design and development of the RFP for the System.

13.

In particular, EA failed to adequately interview, survey and consult with those individuals, stakeholders, departments, municipalities and/or agencies within the County who would be using and relying on the System to perform critical public safety communications, first responder functions, law enforcement functions and other emergency management and public safety functions throughout the County.

14.

EA's user needs assessment was limited to consulting with the County's former Emergency Management Agency Director about coverage performance requirements for the System. EA failed to interview, survey and/or consult with the County's individual public safety departments or agencies and/or the individual public safety departments or agencies of the municipalities located within the County about their specific coverage requirements, system and radio functionality, user equipment configurations and other considerations that are unique to the public safety and emergency management function of the County and its municipalities.

15.

EA failed to conduct a proper, adequate and complete needs assessment of the user community located within the County to identify unique coverage requirements, capacity requirements and functional and operational requirements for the System to ensure that the

developed System would be able to meet the needs of the various County and municipal public safety users located within Barrow County.

16.

As a result of EA's design and development of the RFP for the System based on the performance of a substandard and wholly inadequate user needs assessment and deficient performance of the other required services specified under the PSA, EA developed and recommended to the County an RFP that resulted in the design and installation of a System that failed to meet the needs of the public safety user community located within the County.

17.

As a result of this wholly inadequate and incomplete user needs assessment and EA's deficient performance of the other required services specified under the PSA, the RFP for the System developed by EA was deficient. The RFP developed by EA that was relied upon by the County in soliciting bids for the implementation and installation of the System contained deficiencies that included, but were not limited to, the following: (1) specifications for inadequate radio coverage; (2) a failure to identify critical buildings where radio coverage would be required for in-building communications and for communications talking into and out of those buildings; (3) specifications that portable radio coverage using the System would be based on a portable radio operating inside only a light density building, and further specifications that understated the building loss objective (measured in decibels) for in-building coverage pertaining to light density buildings; (4) a lack of consideration or identification in the specifications of appropriate building loss objectives for medium buildings and heavy/dense buildings that are commonly found throughout the County and its cities (including government/public safety buildings such as jails and courthouses and other buildings such as hospitals, schools, office

buildings, manufacturing plants, retail stores, shopping centers and restaurants); (5) a failure to account for the fact that portable radio at the hip with a remote speaker microphone that attaches to the lapel or shoulder of the uniform for audio access is how the majority of the public safety user community within the County and its cities operate their radios, and as a result (i) the development of specifications for a network to be designed without the use of a speaker microphone accessory; and (ii) the development of specifications requiring coverage testing to be conducted with the radio worn at the hip for talkout (i.e., dispatch to radio) testing and then pulled out of the radio case and raised to the head for talkback (i.e., radio to dispatch) testing, which was contrary to the typical public safety uniform for the user community within the County that places the radio antenna at the hip level for both transmission and receipt of a radio call; (6) a failure to include any specifications or stipulations that the talkout and talkback coverage had to be balanced; and (7) the use of vague and inadequate coverage testing procedures and protocols pertaining to the System that allowed for the selected vendor to define and develop the coverage acceptance testing plan and requirements to the vendor's advantage and not in the best interests of the County.

18.

The RFP developed by EA specified that the System would be a 150 MHz VHF Project 25 ("P-25") trunked radio communications system comprised of three (3) VHF simulcast sites with seven (7) VHF channel frequencies to be licensed for each of those sites.

19.

The three VHF simulcast sites within the County for the System were identified and determined within the RFP developed by EA, and referred to in the RFP as: (1) the E-Com Site; (2) the Bramlett Site; and (3) the Bethlehem Site.

20.

Based upon EA's evaluation of the bids received in response to the RFP and EA's recommendation to the County of the vendor to be awarded the bid, the County selected Motorola Solutions, Inc. ("Motorola") as the vendor to engineer, furnish, install and maintain the System in accordance with the RFP.

21.

In connection with Motorola being the successful bidder in response to the RFP, EA was responsible for assisting the County in negotiating with Motorola the terms of the contract for construction, installation and maintenance of the System in accordance with the RFP.

22.

Following the award of the bid under the RFP to Motorola, EA assisted the County in negotiating a finalized contract with Motorola. In reliance on the professional advice, expertise and consultation that EA provided to the County in negotiating the particular terms of the contract with Motorola, the County entered into a Public Safety VHF Radio Communications System Equipment and Construction Agreement with Motorola on or about June 6, 2012 (the "Motorola Contract").

23.

The RFP pertaining to the System that was developed by EA and issued by the County, including all addendums thereto that were subsequently issued following the County's consultation with EA and reliance on EA's expertise, was attached to and incorporated by reference into the Motorola Contract as Exhibit "A". A true and correct copy of the Motorola Contract, including the RFP attached thereto as Exhibit "A" and all other exhibits attached thereto, is attached hereto as Exhibit "2" and incorporated herein by reference.

24.

The Motorola Contract, which was negotiated by the County in reliance on the professional advice, expertise and consultation provided by EA, incorporated by reference the coverage acceptance testing proposal and procedures specified in Motorola's submitted proposal in response to the RFP. Those testing procedures, which were deemed acceptable by EA and were recommended by EA to be included in the Motorola Contract, contained several testing procedures that were highly favorable to Motorola in being able to demonstrate that the System passed the coverage testing.

25.

For example, the coverage testing procedures in the Motorola Contract approved by EA allowed for Motorola to test only the grids within the painted areas of the coverage map of Barrow County that Motorola predicted as being covered in its RFP proposal instead of testing the whole of Barrow County. Thus, pursuant to the coverage testing procedures in the Motorola Contract approved by EA, Motorola was only required to test in areas of Barrow County where Motorola predicted coverage, and was only required to pass the testing in 95% of the predicted coverage area instead of 95% of Barrow County as a whole.

26.

Additionally, the coverage testing procedures in the Motorola Contract approved by EA allowed for immediate retries in the event of a failed test of a grid on the first try, rather than counting a grid as a failed grid if there was a failed test of the grid on the first try. Moreover, those coverage testing procedures approved by EA and included in the Motorola Contract failed to set any limit on the number of allowable retries in testing a grid once the grid failed a test on the first try.

27.

The coverage testing procedures in the Motorola Contract approved by EA allowed for the repositioning of equipment during retries in the event of a failed test of a grid on the first try.

28.

The coverage testing procedures in the Motorola Contract approved by EA allowed for Motorola to fail any number of grids clustered together in a specific area of the County without penalty, regardless of the area or the criticality in terms of danger to the users in the area.

29.

Certain coverage testing procedures in the Motorola Contract departed from the requirements of the RFP developed by EA, but were nonetheless approved by EA and incorporated into the Motorola Contract. For example, while the RFP developed by EA called for both signal level and voice quality testing, the coverage testing procedures approved by EA and incorporated into the Motorola Contract provided only for voice quality testing with signal level testing being done for informational purposes only. The coverage testing procedures approved by EA and incorporated into the Motorola Contract further contradict the statement that signal level testing is being done for informational purposes by also providing that signal level testing can be used as a reason for passing a tile if voice testing failed.

30.

Because of the various coverage testing procedures that were highly favorable to Motorola and approved by EA as part of the Motorola Contract, Motorola was essentially testing grids that they already knew would pass or expected to pass, or was able to record as a "pass" grids that may have failed the first test, but were successful on subsequent retries that were negotiated into the coverage testing procedures approved by EA.

31.

Rather than approve crucial coverage testing procedures for the System that protected the County and its public safety and emergency response users, EA instead developed the RFP coverage testing procedures and approved Motorola's coverage testing procedures incorporated into the Motorola Contract in a way that was highly advantageous to and protective of Motorola so as to ensure that Motorola was able to pass the required coverage testing for the System.

32.

Subsequent to entering into the PSA, EA, itself or by and through a subcontractor under its management, direction and control, also failed to perform sufficient interference investigation and evaluation of existing and planned radio frequencies, and failed to procure adequate frequencies for the System. As a result of EA's deficient performance in the investigation and evaluation of existing and planned radio frequencies and the procurement of radio frequencies, the radio frequencies procured for the System by EA were riddled with outside interference.

33.

EA specified in the RFP a channel plan that was supposed to deliver seven (7) working channels. However, based on EA's deficient performance in investigating and procuring radio frequencies for the System, all seven (7) channels were not operational, and the channels that were operational were plagued by continuous interference.

34.

In fact, as of the beginning of 2014, only four (4) of the seven (7) frequency pairs were completed and operational despite there being seven transmitters and receivers (base stations) physically installed at each of the three (3) fixed tower sites.

35.

As of July 2014, two (2) channels were still not operational, including one channel that was not operational at the Barrow County Jail and another channel that was not operational due to that same channel (i.e., frequency) experiencing severe interference as a result of also being licensed to Clayton County, Georgia.

36.

EA's deficient performance in developing an RFP for the System, assisting with the negotiation of the Motorola Contract, assisting the County with frequency coordination, assisting the County with supervising the construction of the infrastructure and inspection of equipment installations, and participating in system testing and coverage activities directly and proximately resulted in Motorola engineering, furnishing, installing and maintaining a System that was riddled with substantial and dangerous performance and coverage issues from inception.

37.

In particular, EA's deficient performance resulted in the County experiencing extremely poor coverage reliability, being left with a significant portion of the System that was inoperable, and experiencing public safety radio outages during actual incidents in the field that placed law enforcement officers and the public at significant risk.

38.

Beginning in 2014, the County retained an independent consultant, Tusa Consulting Services ("Tusa"), to investigate and inspect the issues with the System, the RFP and Motorola Contract that resulted in the engineering, furnishing, installation and maintenance of the System.

39.

Following Tusa's investigation and inspection of the System, as well as the related RFP and Motorola Contract, Tusa concluded that EA's performance was deficient, including but not limited to deficient performance in the following areas: conducting a user needs assessment, developing the RFP's specifications for the System, negotiating the Motorola Contract that allowed Motorola to design, implement and test the System that failed to serve the needs of the user agencies, and the procurement of radio frequencies for the System.

40.

The County has incurred expenses in excess of Two Hundred Eighteen Thousand Dollars (\$218,000.00) in retaining Tusa to investigate and inspect the problems plaguing the System and to provide wireless communication engineering services to recommend solutions and fixes to the problems with the System that resulted based on EA's deficient performance under the PSA for wireless communication engineering services.

41.

Based on Tusa's recommendation following its investigation and inspection of the System, the County entered into a change order with Motorola in an amount in excess of Three Million and Four Hundred Thousand Dollars (\$3.4 million) to overhaul and fix the deficiencies in the System caused by EA's deficient performance.

Count I – Professional Negligence

42.

Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

43.

As a result of its entry into the PSA with the County, EA was in a position and

relationship of trust with the County, and owed a duty to the County to exercise the degree of care, skill and ability that is required and expected to be exercised by wireless communication system engineering professionals in the performance of the professional engineering services required of EA under the PSA.

44.

EA was aware that in entering into the PSA with the County, the County was relying on EA's professional capacity, skill, judgment, knowledge, experience and expertise in the field of wireless communication engineering services, and that it was reasonably foreseeable that any breach of EA's professional duties would cause damage to the County.

45.

EA, itself and through its employees, subordinates or subcontractors, failed to discharge its duties under the PSA and exercise the required degree of skill and standard of care and, as a direct and proximate result of that failure, Plaintiff has suffered losses, costs, injuries, and damages in an amount to be determined at trial.

46.

In particular, EA, itself and through its employees, subordinates and/or subcontractors under its management, direction, supervision and control, was negligent in its performance of professional engineering services, based on among other things, the following acts, errors and/or omissions:

- EA's failure to conduct a complete and adequate user needs assessment in its development of the RFP for the System;
- EA's failure to develop specifications in the RFP that would provide for adequate radio coverage;

- EA's failure to identify critical buildings where radio coverage would be required for in-building communications and for communications talking into and out of those buildings;
- EA's development of specifications that portable radio coverage using the System would be based on a portable radio operating inside only a light density building, and further specifications that understated the building loss objective (measured in decibels) for in-building coverage pertaining to light density buildings;
- EA's lack of consideration or identification in the specifications of appropriate building loss objectives for medium buildings and heavy/dense buildings that are commonly found throughout the County and the cities located therein (including government/public safety buildings such as jails, courthouses, County and city administration buildings and other buildings such as hospitals, schools, office buildings, manufacturing plants, retail stores, shopping centers and restaurants);
- EA's failure to account for the fact that portable radio at the hip with a remote speaker microphone that attaches to the lapel or shoulder of the uniform for audio access is how the majority of the public safety user community within the County and the cities located therein operate their radios, which resulted in (i) the development of specifications for a network to be designed without the use of a speaker microphone accessory; and (ii) the development of specifications requiring coverage testing to be conducted with the radio worn at the hip for talkout testing and then pulled out of the radio case and raised to the head for talkback testing, which was contrary to the typical public safety uniform for the user community within the County that places the radio antenna at the hip level for both transmission and receipt of a radio call;

- EA's failure to include any specifications or stipulations that the talkout and talkback coverage had to be balanced;
- EA's use of vague and inadequate coverage testing procedures and protocols pertaining to the System that allowed for the selected vendor to define and develop the coverage acceptance testing plan and requirements to the vendor's advantage and not in the best interests of the County;
- EA's assistance in the negotiation of and ultimate recommendation and approval of the Motorola Contract, which consisted of terms that were highly favorable to Motorola and allowed Motorola to design, implement and test the System that failed to serve the needs of the user agencies;
- EA's specification of and approval of the negotiation of a dispatch interface to the System network that introduces a single point of failure to dispatch communications at the Barrow County 911 Center; and
- EA's procurement of frequencies for the System that were riddled with outside interference and specification of a channel plan that would not deliver the seven (7) working channels required.

47.

EA is liable for the aforesaid negligent acts, errors or omissions of its employees, subordinates and/or subcontractors under its management, direction, supervision and control under the doctrines of vicarious liability and respondeat superior.

48.

As required by O.C.G.A. § 9-11-9.1, Plaintiff has attached hereto as Exhibit "3" the Affidavit of Dominick Arcuri, P.E., PMP, and ENP, of DVA Consulting, LLC, which presents

an affidavit of an expert competent to testify and which specifically sets forth at least one negligent act or omission claimed to exist and the factual basis for such claim against EA, the professional engineering firm named herein. The County incorporates by reference the allegations set forth in the Affidavit of Dominick Arcuri as if set forth fully herein. The affidavit is not inclusive of each act, error or omission that has been committed, or may have been committed by EA, itself and through its employees, subordinates or subcontractors, and the County reserves the right to contend and prove additional facts, errors and omissions on the part of EA, itself and through its employees, subordinates or subcontractors that might reflect a departure by EA from the requisite standard of care required by law.

49.

EA had a duty to the County to perform its work in accordance with standards of the industry for the type of services provided and to meet the requirements of the PSA.

50.

EA breached its duties to the County in that EA's professional engineering services were deficient and resulted in the development of a flawed RFP, a vendor contract highly favorable to the vendor, and the engineering, design, implementation and testing of the System that failed to serve the needs of the user agencies.

51.

As a direct and proximate result of EA's negligence, the County has been damaged substantially. Accordingly, the County is entitled to recover from EA damages in an amount to be proven at trial.

Count II – Breach of Contract

52.

Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

53.

The Contract between the County and EA required EA to provide to the County wireless communications engineering services to design and assist in the development of a wireless communications infrastructure for public safety and other public agencies within Barrow County, including, but not limited to, the development of an RFP for the System following a user needs assessment, the evaluation of vendor proposals submitted in response to the developed RFP, assistance in the negotiation of the contract with the selected vendor, and the procurement of frequencies for the System.

54.

EA knew that such Contract services were being provided to the County for the County's benefit in the engineering, furnishing, installation and maintenance of the System by the selected vendor in accordance with the developed RFP.

55.

In performing its work in connection with the wireless communications engineering services required by the Contract, EA owed a duty to perform the Contract with the degree of care, skill and ability that is required and expected to be exercised by wireless communication system engineering professionals in like or similar circumstances.

56.

It was reasonably foreseeable that any breach of EA's duties under the Contract would cause damage to the County.

57.

EA failed to discharge its duties under the Contract and, as a direct and proximate result of EA's breach of contract, the County has suffered losses, costs, injuries, and damages in an amount to be determined at trial.

Count III – Attorney's Fees, Expenses and Punitive Damages

58.

Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

59.

Under Section IV.E. of the Contract, Defendant agreed to "defend, indemnify and hold harmless the County from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by Contractor [EA], any subcontractor, anyone directly or indirectly employed by the Contractor [EA] or subcontractor or anyone for whose acts the Contractor [EA] or subcontractor may be liable..."

60.

Pursuant to this contractual indemnity provision, EA is liable to the County for the past, present and future attorney's fees and litigation expenses incurred by the County resulting from the aforesaid negligent or tortious conduct of EA and/or its subcontractors.

61.

Defendant has acted in bad faith, has been stubbornly litigious, and has caused Plaintiff undue trouble and expense, and has otherwise acted in a manner that would allow Plaintiff to recover its attorney's fees and expenses associated with this litigation pursuant to O.C.G.A. § 13-

6-11.

62.

Further, Defendant's aforesaid conduct, acts and omissions showed the entire want of care that would raise the presumption of conscious indifference to consequences entitling Plaintiff to punitive damages against Defendant.

WHEREFORE, Plaintiff prays for the following relief:

(a) That process be issued and served as provided by law, requiring Defendant to appear and answer or face judgment;

(b) That Plaintiff recover from Defendant for all injuries, costs, damages and expenses incurred and suffered as a result of Defendant's professional negligence in an amount to be proven at the trial of this case;

(c) That Plaintiff recover from Defendant for all injuries, costs, damages and expenses incurred and suffered as a result of Defendant's breach of contract in an amount to be proven at the trial of this case;

(d) That Plaintiff have and recover from the Defendant its reasonable attorney's fees and expenses of litigation pursuant to the contract indemnity provision contained in the Contract;

(e) That Plaintiff have and recover from the Defendant its reasonable attorney's fees and expenses of litigation pursuant O.C.G.A. § 13-6-11;

(f) That judgment be entered against the Defendant on Plaintiff's claims for punitive damages in an amount which is to be determined at the trial of this case and which is sufficient to punish Defendant and deter Defendant from similar conduct in the future;

(g) That all costs of court be cast against Defendant;

(h) That Plaintiff have a trial by a jury on all issues so triable; and

(i) That Plaintiff have such other and further relief as this Court deems just and appropriate.

Respectfully submitted this 28th day of October, 2016.

JARRARD & DAVIS, LLP

/s/ Kenneth P. Robin, Esq.
Angela E. Davis, Esq.
Georgia Bar No. 240126
Kenneth P. Robin, Esq.
Georgia Bar No. 609798

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Procurement Department

Mrs. Geri Sams, Director

Certified Mail Receipt: 7016 0600 0000 1554 5460

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Email: SBlomberg@gweblaw.com

rsmith@gweblaw.com

November 9, 2016

Steven T. Blomberg, Esq.
c/o Gimmel, Weiman, Ersek, Blomberg & Lewis, P.A.
4 Professional Drive, Suite 145
Gaithersburg, MD 20879

Ref: RFP Item #16-200 Land Mobile Radio Consulting Services for Information Technology Department

Dear Mr. Blomberg:

The Augusta Procurement Department is in receipt of a Protest letter dated November 4, 2016 which was received from your office in representation of your client, Federal Engineering, Inc. As referenced in your letter, Federal Engineering, Inc. is protesting Augusta's Award of the above reference Request for Proposal. This letter serves as Augusta's response to the protest.

Whereas, Augusta has reviewed the information provided in the Protest letter; and whereas, Augusta has reviewed and evaluated all compliant submittals received regarding the above referenced Request for Proposal, your client's request to cancel the Award is denied.

The protest was received in a timely manner; therefore, in accordance to rules and regulations governing this process, *pursuant to Augusta, Georgia Guidelines and Procedures, Chapter 10, Article 9 (the "Procedures")*, this RFP

is being placed on hold per the following code:

Stay of Procurements During Protests or Appeals. In the event of a timely protest under section 1-10-8 of this Article, the Procurement Director shall not proceed further with the solicitation or with the award of the contract.

If you would like to pursue your request further, *Augusta, Georgia Guidelines and Procedures, Chapter 10, Article 9 (the "Procedures")*, allows you the opportunity to appeal the decision of the Procurement Director within five (5) days as set forth below:

Room 605 - 535 Telfair Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811

www.augustaga.gov

Register at www.demandstar.com/supplier for automatic bid notification



Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia

Sec. 1-10-84. Appeals.

Appeal of a decision of the Procurement Director may be requested by the protestor or any department involved in the protest. The appeal shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted.

Sec. 1-10-85. Time for filing appeal.

Appeals of a decision of the Procurement Director shall be filed in the Procurement Department not later than five (5) business days after receipt of such decision.

Sec. 1-10-86. Request for hearing and effect of untimely appeal.

A contractor or prospective contractor that has been notified of a denial of its protest action may request in writing an appeal to the Augusta, Georgia Commission. All appeals must be received by the Procurement Department within five (5) business days. Appeals filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies. Where no appeal (or an untimely appeal) is filed, the Procurement Director's decision is considered final and the award shall proceed.

We would like to thank you for your interest in doing business with Augusta, Georgia and look forward to your company participating in future business opportunities. Please do not hesitate to contact us at (706) 821-2422 at any time when you have a concern and are preparing a future submission.

Sincerely,



Geri A. Sams
Procurement Director

cc: Janice Allen Jackson, Administrator
Louis Brazzell, Deputy Administrator
Tameka Allen, Information Technology Department
Andrew G. McKenzie, Esq., General Counsel, Augusta, GA
Kenneth S. Bray, Esq., Staff Attorney, Augusta, GA

Enclosure:
Augusta Procurement Code: Article 9

ARTICLE 9

APPEALS, PROTESTS AND REMEDIES

Sec. 1-10-81. Procurement protests.

Authority to Resolve Protested Solicitations and Awards.

- (a) *Right to Protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director.
- (b) *Authority to Resolve Protests.* The Procurement Director and the Administrator shall have the authority, prior to a final decision by the Commission, to settle and resolve the protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
- (c) *Decision of Procurement Director.* If the protest is not resolved by mutual agreement, the Procurement Director shall issue a decision in writing regarding the protest as specified in Section 1-10-83. The decision shall:
 - (1) state the reasons for the action taken; and
 - (2) inform the protester of its right to administrative review as provided in this Article.
- (d) *Notice of Decision.* A copy of the decision shall be mailed or otherwise furnished to the protestor and any other interested party.
- (e) *Finality of Decision.* A decision under Subsection (d) of this Section shall be final and conclusive, unless any person adversely affected by the decision files a timely appeal in accordance with Article 9 of this code.
- (f) *Stay of Procurements During Protests or Appeals.* In the event of a timely protest under section 1-10-82 of this Article, the Procurement Director shall not proceed further with the solicitation or with the award of the contract unless the Administrator, after consultation with the head of the using agency and General Counsel, makes determination that the award of the contract without delay is necessary to protect substantial interests of Augusta, Georgia. Such a determination may be made orally in a Committee

Meeting, a Commission Meeting or may be provided to the protestor in writing.

1-10-82. Filing of protest.

- (a) Protests shall be made in writing to the Procurement Director and shall be filed in within five (5) business days after the protestor knows or should have known of the facts giving rise thereto. A protest is considered filed when received by the Procurement Department. **Protests filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.**
- (b) *Subject of Protest.* Protestors may file a protest on any phase of solicitation or award including but not limited to specifications preparation, bid solicitation, award, or disclosure of information marked confidential in the bid or offer.
- (c) To expedite handling of protests, the written protest shall include as a minimum the following:
 - (1) the name and address of the protestor;
 - (2) appropriate identification of the procurement, and, if a contract has been awarded, its number;
 - (3) a statement of reasons for the protest; and
 - (4) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.
- (d) *Requested Information; Time for Filing.* Any additional information requested by any of the parties should be submitted within the time periods established Procurement Director in order to expedite consideration of the protest. Failure of any party to comply expeditiously with a request for information by the Procurement Director may result in resolution of the protest without consideration of any information which is untimely filed pursuant to such request.
- (e) *Making Information on Protests Available.* The Procurement Director shall upon written request make available to any interested party information submitted that bears on the substance of the protest except where

information is proprietary, confidential, or otherwise prohibited from disclosure or required to be withheld by law or regulation. Persons who wish to keep such information submitted by them confidential should so request by specifically identifying such information within documents submitted, and indicating on the front page of each document that it contains such information.

Sec. 1-10-83. Decision by the Procurement Director

Time for Decisions. A written decision on a protest shall be made by the Procurement Director within ten (10) business days after receiving all relevant, requested information. If a protest is sustained, the Procurement Director may determine that the solicitation or award violates the law; or may make a determination that the solicitation should be cancelled in order to comply with the applicable law.

Sec. 1-10-84. Appeals.

Appeal of a decision of the Procurement Director may be requested by the protestor or any department involved in the protest. The appeal shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted.

Sec. 1-10-85. Time for filing appeal.

Appeals of a decision of the Procurement Director shall be filed in the Procurement Department not later than five (5) business days after receipt of such decision.

Sec. 1-10-86. Request for hearing and effect of untimely appeal.

A contractor or prospective contractor that has been notified of a denial of its protest action may request in writing an appeal to the Augusta, Georgia Commission. All appeals must be received by the Procurement Department within five (5) business days. **Appeals filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.** Where no appeal (or an untimely appeal) is filed, the Procurement Director's decision is considered final and the award shall proceed.

Sec. 1-10-87. Notice of hearing.

If a timely appeal is filed by the protestor, the Procurement Director shall place the protest on the agenda of the Administrative Services Committee. The Clerk of Commission's Office shall provide public notice of the Administrative Services Committee agenda as required by law. In addition, the protestor shall be sent written notice of the time and place of the hearing. Copies of such notice shall be sent to the Augusta, Georgia General Counsel and the Department Director of the appropriate user department.

Sec. 1-10-88. Administrative Services Committee hearing procedures and effect of failure to appear at hearing. (Ordinance 7439 – Commission Approved 11-19-13)

- (a) Protests appearing on the Administrative Services Committee shall be treated as any other Committee agenda item, except that the Protestor, or his or her representative, shall have the right to address the Committee and to present evidence in support of the protest for a maximum of ten (10) minutes. The Procurement Director and user department, or their representative, shall also have the opportunity to present evidence relating to the protest for a maximum of ten (10) minutes. The Chairman of the Administrative Services Committee may grant additional time equally to each party at his or her discretion.
- (b) After considering the evidence presented, the Administrative Services Committee shall make a recommendation to grant or deny the protest, or to send the item to the full Augusta, Georgia Commission without recommendation. Regardless of the action taken by the Committee, the protest shall be forwarded to the full Commission agenda for a final decision. The Clerk of Commission shall make an audio recording of the protest hearing and shall make such recording available to Commissioners within two (2) business days following the hearing.
- (c) **Procedure to Speak to Full Commission Regarding Protest.**
A protestor seeking to speak to the full Commission regarding his or her protest must submit a request in writing, including his/her address and the name of the procurement being protested, no later than 5:00 p.m. on the Wednesday preceding the next regularly scheduled Commission meeting that follows the Administrative Services Committee protest hearing. Such request shall be provided to the Clerk of Commission with a copy to be provided to the Procurement Director. When the protest is heard by the Commission, the protestor and the Procurement Director shall each have five (5) minutes to summarize the arguments and evidence presented to the

Administrative Services Committee. The Commission will not hold a new hearing and will not accept new evidence. If the protestor has not made a timely request to address the full Commission, the Commission may, at its discretion, dispose of the agenda item via the Consent Agenda.

- (d) **Effect of Failure to Appear at Hearing.** Failure on the part of the Protestor to appear before either the Administrative Services Committee or the full Augusta, Georgia Commission is considered **an abandonment of their right to appeal and a failure on the part of the protestor to exhaust administrative remedies.** The Procurement Director's decision is considered final and the award shall proceed accordingly. However, the Chairman of the Administrative Services Committee or the Mayor may, at his or her discretion, grant the Protestor one continuance to the next regularly scheduled Committee or Commission Meeting. Such continuance may only be granted during the Committee or Commission meeting and shall be recorded on the minutes of such meeting.

Sec. 1-10-89. Authority of Administrator to participate in procurement matters.

The Augusta, Georgia Administrator has the authority to:

- (a) communicate with the protestor and other interested parties to try to settle any dispute, or narrow the issues for matters to be presented to the Committee or Commission;
- (b) consult with the Procurement Director, the User Department and the General Counsel regarding the need for a stay pursuant to Section 1-10-81(f);
- (c) participate in all aspects of the procurement process as necessary to support the best interests of Augusta, Georgia.

Sec. 1-10- 90. Hearing procedures.

- (a) Hearings shall be as informal as may be reasonable and appropriate under the circumstances and in accordance with the applicable rules of the Administrative Services Committee and Commission. The Procurement Director shall provide the Administrative Services Committee and Commission with copies of the protest and the response of the Procurement Department.

- (b) Witnesses providing testimony at before the Administrative Services Committee or Commission shall testify under oath or affirmation.

Sec. 1-10-91. Determination of Commission; final decision.

The Commission's decision regarding a Protest is the final step in the Appeals process for Augusta, Georgia. The parties shall have thirty (30) days to file a judicial appeal of any such decision. Such appeal shall be by writ of certiorari to the Superior Court of Richmond County.

Sec. 1-10-92. Contract claims.

Decision of Augusta, Georgia Administrator. All claims by a contractor or vendor against Augusta, Georgia relating to a contract shall be submitted in writing to the Augusta, Georgia Administrator. The contractor or vendor may request a conference on the claims. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

Sec. 1-10-93. Augusta, Georgia's right to amend bid solicitations or awards that are in violation of law.

Applicability. This section applies where it is determined by administrative review that a solicitation or award of a contract is in violation of applicable law. For purposes of this section administrative review shall refer to a review by the Procurement Director and/or Augusta, Georgia Administrator in consultation with the General Counsel.

- (a) *Prior to bid opening or closing date for receipt of proposals.* If prior to the bid opening or the closing date for receipt of proposals, the Procurement Director, after consultation with the Augusta, Georgia Administrator, and the Augusta, Georgia General Counsel, determines that a solicitation is in violation of federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable laws.
- (b) *Prior to award.* If after bid opening or the closing date for receipt of proposals, the Procurement Director, after consultation with the Administrator or his designee, and the General Counsel determine that a solicitation or proposed award is in violation of federal, state or municipal

law, then the solicitation or proposed award shall be canceled.

- (c) *After award.* If, after an award, the Procurement Director, after consultation with the Administrator and the General Counsel, determines that a solicitation or award of a contract was in violation of applicable law, the following options shall be available to Augusta, Georgia:

- (1) The contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of Augusta, Georgia and the person or company awarded the contract has not acted fraudulently or in bad faith; or
- (2) If services or work have not commenced under the contract, it may be terminated and declared null and void; or
- (3) If services or work have commenced under the contract, it may be terminated and the person awarded the contract shall be compensated for the actual expenses reasonably incurred for partially performing and in terminating its performance under the contract.

GIMMEL, WEIMAN, ERSEK, BLOMBERG & LEWIS, P.A. ATTORNEYS AT LAW

GERALD K. GIMMEL
STEVEN T. BLOMBERG
PAUL S. LEWIS
LEAH B. MORABITO

STEVEN L. WEIMAN
(1943-1991)
DONNA NICHOLSON ERSEK
(RETIRED)

November 9, 2016

VIA EMAIL - procbidandcontract@augustaga.gov

AND FEDERAL EXPRESS

Augusta, Georgia Commission
c/o Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, Georgia 30901

Ref: Appeal of Decision of Procurement Director
RFP Item #16-200 Land Mobile Radio Consulting Services for Augusta, Georgia
- Information Technology Department

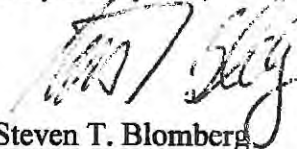
Dear Commissioners:

The law firm represents Federal Engineering, Inc., which filed a timely protest of the above-referenced RFP award, a copy of which protest is attached hereto. The basis for the appeal is the same as set forth in the Protest.

Clearly, Engineering Associates has won an award under this RFP despite the fact that it is alleged that it has demonstrated itself to be a great risk to the citizens of Augusta County, even if only one (1) of the allegations of your neighboring county (Barrow County) in the attached lawsuit is true. One must believe that if the officials of Barrow County, Georgia have alleged in a public document that this respective contractor has acted fraudulently, acted negligently, and breached its contract, it should give rise to a great concern that your jurisdiction may end up in the same situation as Barrow County.

Federal Engineering, Inc. looks forward to your granting of this appeal, and I remain,

Very truly yours,



Steven T. Blomberg

STB/rss

cc: Mr. Ronald Bosco

GIMMEL, WEIMAN, ERSEK, BLOMBERG & LEWIS, P.A.

ATTORNEYS AT LAW

GERALD K. GIMMEL
STEVEN T. BLOMBERG
PAUL S. LEWIS
LEAH B. MORABITO

STEVEN L. WEIMAN
(1943-1991)
DONNA NICHOLSON ERSEK
(RETIRED)

November 4, 2016

VIA EMAIL - procbidandcontract@augustaga.gov

AND FEDERAL EXPRESS

Augusta Procurement Department

Attn: Geri A. Sams, Director of Procurement

535 Telfair Street, Room 605

Augusta, Georgia 30901

Ref: RFP Item #15-200 Land Mobile Radio Consulting Services for Augusta, Georgia
- Information Technology Department RFP Date: Wednesday, July 27, 2016 @
11:00 a.m.

Dear Ms. Sams:

The law firm represents Federal Engineering, Inc., a participating prospective participant in the above references RFP. On November 3, 2016, Federal Engineering, Inc., received your letter dated October 31, 2016 advising it that at the Augusta, Georgia Commission meeting held October 18, 2016 a contract was awarded to Engineering Associates. Please note that Darrell White, on behalf of Augusta, GA, informed my client via email on October 31, 2016, that a decision on an award had not yet been made.

Federal Engineering herein protests this award under Article 9 Appeals, Protests and Remedies of Sec. 1-10-81, et seq.

The basis of the Protest is as follows:

Augusta's Process Regarding Request for Proposals, Sec. 1-10-52. Sealed proposals, Subsection (g) Evaluation and selection, specifically states.

Such evaluation factors may include, but not be limited to:

- (3) *The character, integrity, reputation, judgment, experience, and efficiency of the offeror;*
- (4) *The quality of performance on previous contracts;*
- (5) *The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services*

On October 28, 2016 Barrow County, Georgia filed a Complaint for Damages suit against Engineering Associates (See Case No. 2016CV281963 attached), alleging both negligence and breach of contract arising out of a contract, "for the provision of wireless communications engineering services to design and assist in the development of a wireless communications infrastructure for public safety..." (See Paragraph 6 of the attached).

The duties to be performed by Engineering Associates under its contract with Barrow County are described in detail in Paragraphs 10 and 11 of the attached and are of the specific nature for the selected contractor to perform pursuant to this RFP. The complaint goes on to note in Paragraph 17 that Engineering Associates' work product was so poor that, "As a result of this wholly inadequate and incomplete user needs assessment and EA's (Engineering Associates') deficient performance of the other required services the RFP for the System developed by EA was deficient."

The attached Complaint goes paragraph after paragraph and page after page noting the many problems with Engineering Associate performance on a project similar to that of the subject RFP for Augusta, GA.

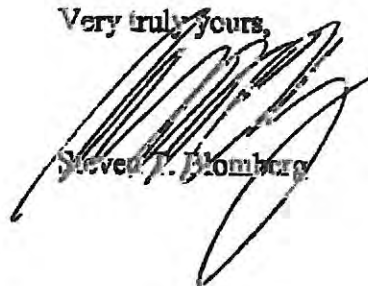
Count III of the attached even includes a claim by Barrow County for punitive damages claiming bad faith by Engineering Associates.

This brings into question Engineering Associates' ability to comply with the above three evaluation criteria. In addition, it is our opinion the law suit by Barrow County will certainly distract the resources of Engineering Associates and may impact their ability to perform the services required by Augusta.

Federal Engineering, Inc., believes that it is the better choice for the citizens of Augusta because of the above, and the fact that our evaluation score was within 2.7% of Engineering Associates' score. In light of the fact that the law suit was filed 10 days after Augusta, Georgia Commission meeting, my client requests that the Commission cancel the award to Engineering Associates and begin negotiations with Federal Engineering, Inc.

If you have any questions concerning this matter, please feel free to contact me.

Very truly yours,



Steven T. Blomberg

STE/iss
Enclosures
cc: Mr. Ronald Bosco

IN THE SUPERIOR COURT OF FULTON COUNTY

STATE OF GEORGIA

BARROW COUNTY, GEORGIA,

Plaintiff,

v.

ENGINEERING ASSOCIATES, LLC, successor
by conversion to Engineering Associates, Inc.

Defendant.

CIVIL ACTION FILE
NO. 2016CV281963

COMPLAINT FOR DAMAGES

COMES NOW, Barrow County, Georgia ("Plaintiff" or the "County"), and hereby files its Complaint for Damages (the "Complaint") against the Defendant, Engineering Associates, LLC, successor by conversion to Engineering Associates, Inc. (the "Defendant" or "EA"), showing the Court as follows:

Nature of the Action

1.

Plaintiff brings this action seeking damages against Defendant for torts, wrong or injury done to the County arising out of Defendant's actions, errors, omissions and/or conduct constituting professional negligence and breach of contract in the performance of the Professional Services Agreement and any amendments thereto entered into between EA and the County (the "Contract" or the "PSA").

Parties, Jurisdiction and Venue

2.

The County is a political subdivision of the State of Georgia, and is authorized by its duly

elected and appointed officials to bring this action.

3.

EA is a Georgia limited liability company registered to do business in Georgia. EA is the successor by conversion to Engineering Associates, Inc., a Georgia corporation originally formed and registered to do business in Georgia in 1954. EA may be served by and through its registered agent, CT Corporation System, 1201 Peachtree Street, NE, Atlanta, Georgia, 30361, by and through its officers at its principal place of business located at 1220 Old Alpharetta Road, Suite 390, Alpharetta, Georgia, 30005, or by and through any other agent authorized by EA to receive or acknowledge service of process.

4.

This Court has jurisdiction over the subject matter of this litigation pursuant to Article VI, Section II, Paragraph I of the Georgia Constitution.

5.

Venue is proper in this Court pursuant to Ga. Const. Art. VI, § 2, ¶ VI, and O.C.G.A. § 14-2-510(b)(1).

Factual Allegations

6.

Plaintiff restates and incorporates by reference all of the previous paragraphs of this Complaint, as if set forth verbatim herein.

7.

On December 5, 2011, the County entered into the PSA with EA for the provision of wireless communications engineering services to design and assist in the development of a wireless communications infrastructure for public safety and other public agencies within

Barrow County. A true and correct copy of the PSA, including the First Amendment to the PSA, is attached hereto as Exhibit "1" and incorporated herein by reference.

8.

In entering into the PSA with the County, EA entered into a relationship of trust and confidence between it and the County, whereby it recognized that the County's intention and purpose in entering into the PSA was to engage an entity with the requisite capacity, experience and skill and judgment to provide professional wireless communications engineering services to the County in pursuit of the timely and competent completion of the scope of work undertaken by EA under the PSA.

9.

In entering into the PSA with the County, EA knew that the County was relying on EA's professional expertise in the field of wireless communications engineering services, and that the County was not undertaking to approve or pass upon matters of expertise of EA in the performance of the wireless communications engineering services under the PSA.

10.

Pursuant to the PSA, EA's responsibilities and duties included, but were not limited to: (1) assisting and advising the County in identifying a wireless communications system to fit the needs of the public safety users of the County and its cities; (2) creating, designing and developing all technical specifications, including all required coverage testing, for the County's request for proposal ("RFP") pertaining to the engineering, furnishing, installation and maintenance of a wireless communications infrastructure for public safety (the "System"); (3) assisting and advising the County in selecting a vendor for the System; (4) assisting and advising the County in negotiating a contract for the System with the selected vendor; and (5) inspecting

the installation of the System by the vendor to ensure compliance with the developed specifications and proper workmanship.

11.

In particular, BA was required to perform services, including but not limited to, the following as set forth in RFQP-2011-19 (Exhibit "A" to the PSA), the scope of services and costs (Exhibit "B" to the PSA) and the projected schedule (Exhibit "C" to the PSA) attached to and incorporated into the PSA by reference: (1) understand all County radio user needs and expectations; (2) perform infrastructure and 9-1-1 Center facilities evaluations and prepare a report identifying existing conditions, and make recommendations for improvement of existing facilities; (3) determine the County's current and future interoperability requirements and frequency considerations; (4) perform interference investigations of existing and planned radio frequencies and provide a report to the County; (5) assist the County in identifying a wireless communication system that was preferably a P-25 compliant system, using existing resources as appropriate; (6) assist the County in identifying a microwave backhaul system to replace leased lines; (7) guide the County in developing a plan for implementation that includes a migration path and a phased approach to allow improvements incrementally as funding permits; (8) assist in the development of a competitive solicitation for the acquisition of wireless communication equipment, including the development of technical specifications for the RFP; (9) review vendor proposals for compliance with the solicitation; (10) assist the County with negotiating a contract with the successful bidder; (11) assist the County with FAA and FCC filings and frequency coordination; (12) assist the County with supervising the construction of the infrastructure and inspection of equipment installations to ensure compliance with specifications and proper

workmanship; and (13) participate in system testing and coverage activities, ensuring that the end product is of good quality and functioning as designed.

12.

EA failed to perform a proper user needs assessment as is customary in the industry in connection with its design and development of the RPP for the System.

13.

In particular, EA failed to adequately interview, survey and consult with those individuals, stakeholders, departments, municipalities and/or agencies within the County who would be using and relying on the System to perform critical public safety communications, first responder functions, law enforcement functions and other emergency management and public safety functions throughout the County.

14.

EA's user needs assessment was limited to consulting with the County's former Emergency Management Agency Director about coverage performance requirements for the System. EA failed to interview, survey and/or consult with the County's individual public safety departments or agencies and/or the individual public safety departments or agencies of the municipalities located within the County about their specific coverage requirements, system and radio functionality, user equipment configurations and other considerations that are unique to the public safety and emergency management function of the County and its municipalities.

15.

EA failed to conduct a proper, adequate and complete needs assessment of the user community located within the County to identify unique coverage requirements, capacity requirements and functional and operational requirements for the System to ensure that the

developed System would be able to meet the needs of the various County and municipal public safety users located within Barrow County.

16.

As a result of EA's design and development of the RFP for the System based on the performance of a substandard and wholly inadequate user needs assessment and deficient performance of the other required services specified under the PSA, EA developed and recommended to the County an RFP that resulted in the design and installation of a System that failed to meet the needs of the public safety user community located within the County.

17.

As a result of this wholly inadequate and incomplete user needs assessment and EA's deficient performance of the other required services specified under the PSA, the RFP for the System developed by EA was deficient. The RFP developed by EA that was relied upon by the County in soliciting bids for the implementation and installation of the System contained deficiencies that included, but were not limited to, the following: (1) specifications for inadequate radio coverage; (2) a failure to identify critical buildings where radio coverage would be required for in-building communications and for communications talking into and out of those buildings; (3) specifications that portable radio coverage using the System would be based on a portable radio operating inside only a light density building, and further specifications that understated the building loss objective (measured in decibels) for in-building coverage pertaining to light density buildings; (4) a lack of consideration or identification in the specifications of appropriate building loss objectives for medium buildings and heavy/dense buildings that are commonly found throughout the County and its cities (including government/public safety buildings such as jails and courthouses and other buildings such as hospitals, schools, office

buildings, manufacturing plants, retail stores, shopping centers and restaurants); (5) a failure to account for the fact that portable radio at the hip with a remote speaker microphone that attaches to the lapel or shoulder of the uniform for audio access is how the majority of the public safety user community within the County and its cities operate their radios, and as a result (i) the development of specifications for a network to be designed without the use of a speaker microphone accessory; and (ii) the development of specifications requiring coverage testing to be conducted with the radio worn at the hip for talkout (i.e., dispatch to radio) testing and then pulled out of the radio case and raised to the head for talkback (i.e., radio to dispatch) testing, which was contrary to the typical public safety uniform for the user community within the County that places the radio antenna at the hip level for both transmission and receipt of a radio call; (6) a failure to include any specifications or stipulations that the talkout and talkback coverage had to be balanced; and (7) the use of vague and inadequate coverage testing procedures and protocols pertaining to the System that allowed for the selected vendor to define and develop the coverage acceptance testing plan and requirements to the vendor's advantage and not in the best interests of the County.

18.

The RFP developed by EA specified that the System would be a 150 MHz VHF Project 25 ("P-25") trunked radio communications system comprised of three (3) VHF simulcast sites with seven (7) VHF channel frequencies to be licensed for each of those sites.

19.

The three VHF simulcast sites within the County for the System were identified and determined within the RFP developed by EA, and referred to in the RFP as: (1) the E-Cem Site; (2) the Bramlett Site; and (3) the Bethlehem Site.

20.

Based upon EA's evaluation of the bids received in response to the RFP and EA's recommendation to the County of the vendor to be awarded the bid, the County selected Motorola Solutions, Inc. ("Motorola") as the vendor to engineer, furnish, install and maintain the System in accordance with the RFP.

21.

In connection with Motorola being the successful bidder in response to the RFP, EA was responsible for assisting the County in negotiating with Motorola the terms of the contract for construction, installation and maintenance of the System in accordance with the RFP.

22.

Following the award of the bid under the RFP to Motorola, EA assisted the County in negotiating a finalized contract with Motorola. In reliance on the professional advice, expertise and consultation that EA provided to the County in negotiating the particular terms of the contract with Motorola, the County entered into a Public Safety VHF Radio Communications System Equipment and Construction Agreement with Motorola on or about June 6, 2012 (the "Motorola Contract").

23.

The RFP pertaining to the System that was developed by EA and issued by the County, including all addendums thereto that were subsequently issued following the County's consultation with EA and reliance on EA's expertise, was attached to and incorporated by reference into the Motorola Contract as Exhibit "A". A true and correct copy of the Motorola Contract, including the RFP attached thereto as Exhibit "A" and all other exhibits attached thereto, is attached hereto as Exhibit "2" and incorporated herein by reference.

24.

The Motorola Contract, which was negotiated by the County in reliance on the professional advice, expertise and consultation provided by EA, incorporated by reference the coverage acceptance testing proposal and procedures specified in Motorola's submitted proposal in response to the RFP. Those testing procedures, which were deemed acceptable by EA and were recommended by EA to be included in the Motorola Contract, contained several testing procedures that were highly favorable to Motorola in being able to demonstrate that the System passed the coverage testing.

25.

For example, the coverage testing procedures in the Motorola Contract approved by EA allowed for Motorola to test only the grids within the painted areas of the coverage map of Barrow County that Motorola predicted as being covered in its RFP proposal instead of testing the whole of Barrow County. Thus, pursuant to the coverage testing procedures in the Motorola Contract approved by EA, Motorola was only required to test in areas of Barrow County where Motorola predicted coverage, and was only required to pass the testing in 95% of the predicted coverage area instead of 95% of Barrow County as a whole.

26.

Additionally, the coverage testing procedures in the Motorola Contract approved by EA allowed for immediate retries in the event of a failed test of a grid on the first try, rather than counting a grid as a failed grid if there was a failed test of the grid on the first try. Moreover, those coverage testing procedures approved by EA and included in the Motorola Contract failed to set any limit on the number of allowable retries in testing a grid once the grid failed a test on the first try.

27.

The coverage testing procedures in the Motorola Contract approved by EA allowed for the repositioning of equipment during retries in the event of a failed test of a grid on the first try.

28.

The coverage testing procedures in the Motorola Contract approved by EA allowed for Motorola to fail any number of grids clustered together in a specific area of the County without penalty, regardless of the area or the criticality in terms of danger to the users in the area.

29.

Certain coverage testing procedures in the Motorola Contract departed from the requirements of the RFP developed by EA, but were nonetheless approved by EA and incorporated into the Motorola Contract. For example, while the RFP developed by EA called for both signal level and voice quality testing, the coverage testing procedures approved by EA and incorporated into the Motorola Contract provided only for voice quality testing with signal level testing being done for informational purposes only. The coverage testing procedures approved by EA and incorporated into the Motorola Contract further contradict the statement that signal level testing is being done for informational purposes by also providing that signal level testing can be used as a reason for passing a file if voice testing failed.

30.

Because of the various coverage testing procedures that were highly favorable to Motorola and approved by EA as part of the Motorola Contract, Motorola was essentially testing grids that they already knew would pass or expected to pass, or was able to record as a "pass" grids that may have failed the first test, but were successful on subsequent retries that were negotiated into the coverage testing procedures approved by EA.

31.

Rather than approve crucial coverage testing procedures for the System that protected the County and its public safety and emergency response users, EA instead developed the RFP coverage testing procedures and approved Motorola's coverage testing procedures incorporated into the Motorola Contract in a way that was highly advantageous to and protective of Motorola so as to ensure that Motorola was able to pass the required coverage testing for the System.

32.

Subsequent to entering into the PSA, EA, itself or by and through a subcontractor under its management, direction and control, also failed to perform sufficient interference investigation and evaluation of existing and planned radio frequencies, and failed to procure adequate frequencies for the System. As a result of EA's deficient performance in the investigation and evaluation of existing and planned radio frequencies and the procurement of radio frequencies, the radio frequencies procured for the System by EA were riddled with outside interference.

33.

EA specified in the RFP a channel plan that was supposed to deliver seven (7) working channels. However, based on EA's deficient performance in investigating and procuring radio frequencies for the System, all seven (7) channels were not operational, and the channels that were operational were plagued by continuous interference.

34.

In fact, as of the beginning of 2014, only four (4) of the seven (7) frequency pairs were completed and operational despite there being seven transmitters and receivers (base stations) physically installed at each of the three (3) fixed tower sites.

35.

As of July 2014, two (2) channels were still not operational, including one channel that was not operational at the Barrow County Jail and another channel that was not operational due to that same channel (i.e., frequency) experiencing severe interference as a result of also being licensed to Clayton County, Georgia.

36.

EA's deficient performance in developing an RFP for the System, assisting with the negotiation of the Motorola Contract, assisting the County with frequency coordination, assisting the County with supervising the construction of the infrastructure and inspection of equipment installations, and participating in system testing and coverage activities directly and proximately resulted in Motorola engineering, furnishing, installing and maintaining a System that was riddled with substantial and dangerous performance and coverage issues from inception.

37.

In particular, EA's deficient performance resulted in the County experiencing extremely poor coverage reliability, being left with a significant portion of the System that was inoperable, and experiencing public safety radio outages during actual incidents in the field that placed law enforcement officers and the public at significant risk.

38.

Beginning in 2014, the County retained an independent consultant, Tusa Consulting Services ("Tusa"), to investigate and inspect the issues with the System, the RFP and Motorola Contract that resulted in the engineering, furnishing, installation and maintenance of the System.

39.

Following Tusa's investigation and inspection of the System, as well as the related RFP and Motorola Contract, Tusa concluded that EA's performance was deficient, including but not limited to deficient performance in the following areas: conducting a user needs assessment, developing the RFP's specifications for the System, negotiating the Motorola Contract that allowed Motorola to design, implement and test the System that failed to serve the needs of the user agencies, and the procurement of radio frequencies for the System.

40.

The County has incurred expenses in excess of Two Hundred Eighteen Thousand Dollars (\$218,000.00) in retaining Tusa to investigate and inspect the problems plaguing the System and to provide wireless communication engineering services to recommend solutions and fixes to the problems with the System that resulted based on EA's deficient performance under the PSA for wireless communication engineering services.

41.

Based on Tusa's recommendation following its investigation and inspection of the System, the County entered into a change order with Motorola in an amount in excess of Three Million and Four Hundred Thousand Dollars (\$3.4 million) to overhaul and fix the deficiencies in the System caused by EA's deficient performance.

Count I – Professional Negligence

42.

Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

43.

As a result of its entry into the PSA with the County, EA was in a position and

relationship of trust with the County, and owed a duty to the County to exercise the degree of care, skill and ability that is required and expected to be exercised by wireless communication system engineering professionals in the performance of the professional engineering services required of EA under the PSA.

44.

EA was aware that in entering into the PSA with the County, the County was relying on EA's professional capacity, skill, judgment, knowledge, experience and expertise in the field of wireless communication engineering services, and that it was reasonably foreseeable that any breach of EA's professional duties would cause damage to the County.

45.

EA, itself and through its employees, subordinates or subcontractors, failed to discharge its duties under the PSA and exercise the required degree of skill and standard of care and, as a direct and proximate result of that failure, Plaintiff has suffered losses, costs, injuries, and damages in an amount to be determined at trial.

46.

In particular, EA, itself and through its employees, subordinates and/or subcontractors under its management, direction, supervision and control, was negligent in its performance of professional engineering services, based on among other things, the following acts, errors and/or omissions:

- EA's failure to conduct a complete and adequate user needs assessment in its development of the RFP for the System;
- EA's failure to develop specifications in the RFP that would provide for adequate radio coverage;

- EA's failure to identify critical buildings where radio coverage would be required for in-building communications and for communications talking into and out of those buildings;
- EA's development of specifications that portable radio coverage using the System would be based on a portable radio operating inside only a light density building, and further specifications that understated the building loss objective (measured in decibels) for in-building coverage pertaining to light density buildings;
- EA's lack of consideration or identification in the specifications of appropriate building loss objectives for medium buildings and heavy/dense buildings that are commonly found throughout the County and the cities located therein (including government/public safety buildings such as jails, courthouses, County and city administration buildings and other buildings such as hospitals, schools, office buildings, manufacturing plants, retail stores, shopping centers and restaurants);
- EA's failure to account for the fact that portable radio at the hip with a remote speaker microphone that attaches to the lapel or shoulder of the uniform for audio access is how the majority of the public safety user community within the County and the cities located therein operate their radios, which resulted in (I) the development of specifications for a network to be designed without the use of a speaker microphone accessory; and (II) the development of specifications requiring coverage testing to be conducted with the radio worn at the hip for talkout testing and then pulled out of the radio case and raised to the head for talkback testing, which was contrary to the typical public safety uniform for the user community within the County that places the radio antenna at the hip level for both transmission and receipt of a radio call;

- EA's failure to include any specifications or stipulations that the talkout and talkback coverage had to be balanced;
- EA's use of vague and inadequate coverage testing procedures and protocols pertaining to the System that allowed for the selected vendor to define and develop the coverage acceptance testing plan and requirements to the vendor's advantage and not in the best interests of the County;
- EA's assistance in the negotiation of and ultimate recommendation and approval of the Motorola Contract, which consisted of terms that were highly favorable to Motorola and allowed Motorola to design, implement and test the System that failed to serve the needs of the user agencies;
- EA's specification of and approval of the negotiation of a dispatch interface to the System network that introduces a single point of failure to dispatch communications at the Barrow County 911 Center; and
- EA's procurement of frequencies for the System that were riddled with outside interference and specification of a channel plan that would not deliver the seven (7) working channels required.

47.

EA is liable for the aforesaid negligent acts, errors or omissions of its employees, subordinates and/or subcontractors under its management, direction, supervision and control under the doctrines of vicarious liability and respondeat superior.

48.

As required by O.C.G.A. § 9-11-9.1, Plaintiff has attached hereto as Exhibit "3" the Affidavit of Dominick Arcuri, P.E., PMP, and ENP, of DVA Consulting, LLC, which presents

an affidavit of an expert competent to testify and which specifically sets forth at least one negligent act or omission claimed to exist and the factual basis for such claim against EA, the professional engineering firm named herein. The County incorporates by reference the allegations set forth in the Affidavit of Dominick Arcuri as if set forth fully herein. The affidavit is not inclusive of each act, error or omission that has been committed, or may have been committed by EA, itself and through its employees, subordinates or subcontractors, and the County reserves the right to contend and prove additional facts, errors and omissions on the part of EA, itself and through its employees, subordinates or subcontractors that might reflect a departure by EA from the requisite standard of care required by law.

49.

EA had a duty to the County to perform its work in accordance with standards of the industry for the type of services provided and to meet the requirements of the PSA.

50.

EA breached its duties to the County in that EA's professional engineering services were deficient and resulted in the development of a flawed RFP, a vendor contract highly favorable to the vendor, and the engineering, design, implementation and testing of the System that failed to serve the needs of the user agencies.

51.

As a direct and proximate result of EA's negligence, the County has been damaged substantially. Accordingly, the County is entitled to recover from EA damages in an amount to be proven at trial.

Count II – Breach of Contract

52.

Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

53.

The Contract between the County and EA required EA to provide to the County wireless communications engineering services to design and assist in the development of a wireless communications infrastructure for public safety and other public agencies within Barrow County, including, but not limited to, the development of an RFP for the System following a user needs assessment, the evaluation of vendor proposals submitted in response to the developed RFP, assistance in the negotiation of the contract with the selected vendor, and the procurement of frequencies for the System.

54.

EA knew that such Contract services were being provided to the County for the County's benefit in the engineering, furnishing, installation and maintenance of the System by the selected vendor in accordance with the developed RFP.

55.

In performing its work in connection with the wireless communications engineering services required by the Contract, EA owed a duty to perform the Contract with the degree of care, skill and ability that is required and expected to be exercised by wireless communication system engineering professionals in like or similar circumstances.

56.

It was reasonably foreseeable that any breach of EA's duties under the Contract would cause damage to the County.

57.

EA failed to discharge its duties under the Contract and, as a direct and proximate result of EA's breach of contract, the County has suffered losses, costs, injuries, and damages in an amount to be determined at trial.

Count III – Attorney's Fees, Expenses and Punitive Damages

58.

Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

59.

Under Section IV.J. of the Contract, Defendant agreed to "defend, indemnify and hold harmless the County from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by Contractor [EA], any subcontractor, anyone directly or indirectly employed by the Contractor [EA] or subcontractor or anyone for whose acts the Contractor [EA] or subcontractor may be liable..."

60.

Pursuant to this contractual indemnity provision, EA is liable to the County for the past, present and future attorney's fees and litigation expenses incurred by the County resulting from the aforesaid negligent or tortious conduct of EA and/or its subcontractors.

61.

Defendant has acted in bad faith, has been stubbornly litigious, and has caused Plaintiff undue trouble and expense, and has otherwise acted in a manner that would allow Plaintiff to recover its attorney's fees and expenses associated with this litigation pursuant to O.C.G.A. § 13-

Further, Defendant's aforesaid conduct, acts and omissions showed the entire want of care that would raise the presumption of conscious indifference to consequences entitling Plaintiff to punitive damages against Defendant.

WHEREFORE, Plaintiff prays for the following relief:

(a) That process be issued and served as provided by law, requiring Defendant to appear and answer or face judgment;

(b) That Plaintiff recover from Defendant for all injuries, costs, damages and expenses incurred and suffered as a result of Defendant's professional negligence in an amount to be proven at the trial of this case;

(c) That Plaintiff recover from Defendant for all injuries, costs, damages and expenses incurred and suffered as a result of Defendant's breach of contract in an amount to be proven at the trial of this case;

(d) That Plaintiff have and recover from the Defendant its reasonable attorney's fees and expenses of litigation pursuant to the contract indemnity provision contained in the Contract;

(e) That Plaintiff have and recover from the Defendant its reasonable attorney's fees and expenses of litigation pursuant O.C.G.A. § 13-6-11;

(f) That judgment be entered against the Defendant on Plaintiff's claims for punitive damages in an amount which is to be determined at the trial of this case and which is sufficient to punish Defendant and deter Defendant from similar conduct in the future;

(g) That all costs of court be cast against Defendant;

(h) That Plaintiff have a trial by a jury on all issues so triable; and

(I) That Plaintiff have such other and further relief as this Court deems just and appropriate.

Respectfully submitted this 28th day of October, 2016.

JARRARD & DAVIS, LLP

/s/ Kenneth P. Robin, Esq.
Angela E. Davis, Esq.
Georgia Bar No. 240126
Kenneth P. Robin, Esq.
Georgia Bar No. 609798

*Attorneys for Plaintiff Barrow County,
Georgia*

105 Pilgrim Village Drive, Suite 200
Cumming, Georgia 30046
(678) 455-7150 (telephone)
(678) 455-7149 (facsimile)
adavis@jarrard-davis.com
krobin@jarrard-davis.com

*Procurement Department**Mrs. Geri Sams, Director*

Sent Via: Fax: 301-590-9784

Certified Mail Receipt: 7016 0600 0000 1554 5484

Email: SBlomberg@gweblaw.com
rsmith@gweblaw.com

November 18, 2016

Steven T. Blomberg, Esq.
c/o Gimmel, Weiman, Ersek, Blomberg & Lewis, P.A.
4 Professional Drive, Suite 145
Gaithersburg, MD 20879

Re: RFP Item #16-200 Land Mobile Radio Consulting Services for Information Technology Department

Dear Mr. Blomberg:

The Augusta Procurement Department is in receipt of your appeal letter dated Wednesday, November 9, 2016 regarding the above referenced Request for Proposal. This letter serves as Augusta's response to your appeal.

Federal Engineering submitted an RFP regarding the above referenced item. The Procurement Department conducted a fair, open and transparent process to include establishing a well-qualified Selection Committee to evaluate proposals received from qualified Firms. Each proposal was reviewed and scored using the scoring criteria provided within the specifications package. Federal Engineering was not the recommended Firm. After review of the documentation provided in your protest, the Procurement Department has determined the basis for this Protest is not a result of the Procurement process; therefore, the Procurement Department denied the Protest of Federal Engineering. Should Federal Engineering desire a debriefing to learn why they were not the Firm recommended for the Award, please let us know. The following information is provided regarding the appeal hearing.

An appeal hearing before the Administrative Services Committee is scheduled for Tuesday, December 13, 2016 at 1:00 p.m. at the following address:

Lee Beard Commission Chambers
535 Telfair Street, Room 260
Augusta, GA 30901

Federal Engineering and or their representatives, shall have the right to address the Committee and to present evidence in support of the appeal for a maximum of ten (10) minutes. The Procurement Director and user department, or their representatives, shall also have the opportunity to present evidence relating to the appeal for a maximum of ten (10) minutes.

Room 605 - 535 Telfair Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811

www.augustaga.gov

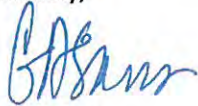
Register at www.demandstar.com/supplier for automatic bid notification



Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia

The Chairman of the Administrative Services Committee may grant additional time equally to each party at his or her discretion.

Sincerely,



Geri A. Sams
Procurement Director

cc: All Sent Via Email
Janice Allen Jackson, Administrator
Louis Brazzell, Deputy Administrator
Tameka Allen, Information Technology Department
Andrew G. McKenzie, Esq., General Counsel, Augusta, GA
Kenneth S. Bray, Esq., Staff Attorney, Augusta, GA

Enclosure:
Augusta Procurement Code: Article 9

ARTICLE 9

APPEALS, PROTESTS AND REMEDIES

Sec. 1-10-81. Procurement protests.

Authority to Resolve Protested Solicitations and Awards.

- (a) *Right to Protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director.
- (b) *Authority to Resolve Protests.* The Procurement Director and the Administrator shall have the authority, prior to a final decision by the Commission, to settle and resolve the protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
- (c) *Decision of Procurement Director.* If the protest is not resolved by mutual agreement, the Procurement Director shall issue a decision in writing regarding the protest as specified in Section 1-10-83. The decision shall:
 - (1) state the reasons for the action taken; and
 - (2) inform the protester of its right to administrative review as provided in this Article.
- (d) *Notice of Decision.* A copy of the decision shall be mailed or otherwise furnished to the protestor and any other interested party.
- (e) *Finality of Decision.* A decision under Subsection (d) of this Section shall be final and conclusive, unless any person adversely affected by the decision files a timely appeal in accordance with Article 9 of this code.
- (f) *Stay of Procurements During Protests or Appeals.* In the event of a timely protest under section 1-10-82 of this Article, the Procurement Director shall not proceed further with the solicitation or with the award of the contract unless the Administrator, after consultation with the head of the using agency and General Counsel, makes determination that the award of the contract without delay is necessary to protect substantial interests of Augusta, Georgia. Such a determination may be made orally in a Committee

Meeting, a Commission Meeting or may be provided to the protestor in writing.

1-10-82. Filing of protest.

- (a) Protests shall be made in writing to the Procurement Director and shall be filed in within five (5) business days after the protestor knows or should have known of the facts giving rise thereto. A protest is considered filed when received by the Procurement Department. **Protests filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.**
- (b) *Subject of Protest.* Protestors may file a protest on any phase of solicitation or award including but not limited to specifications preparation, bid solicitation, award, or disclosure of information marked confidential in the bid or offer.
- (c) To expedite handling of protests, the written protest shall include as a minimum the following:
 - (1) the name and address of the protestor;
 - (2) appropriate identification of the procurement, and, if a contract has been awarded, its number;
 - (3) a statement of reasons for the protest; and
 - (4) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.
- (d) *Requested Information; Time for Filing.* Any additional information requested by any of the parties should be submitted within the time periods established Procurement Director in order to expedite consideration of the protest. Failure of any party to comply expeditiously with a request for information by the Procurement Director may result in resolution of the protest without consideration of any information which is untimely filed pursuant to such request.
- (e) *Making Information on Protests Available.* The Procurement Director shall upon written request make available to any interested party information submitted that bears on the substance of the protest except where

information is proprietary, confidential, or otherwise prohibited from disclosure or required to be withheld by law or regulation. Persons who wish to keep such information submitted by them confidential should so request by specifically identifying such information within documents submitted, and indicating on the front page of each document that it contains such information.

Sec. 1-10-83. Decision by the Procurement Director

Time for Decisions. A written decision on a protest shall be made by the Procurement Director within ten (10) business days after receiving all relevant, requested information. If a protest is sustained, the Procurement Director may determine that the solicitation or award violates the law; or may make a determination that the solicitation should be cancelled in order to comply with the applicable law.

Sec. 1-10-84. Appeals.

Appeal of a decision of the Procurement Director may be requested by the protestor or any department involved in the protest. The appeal shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted.

Sec. 1-10-85. Time for filing appeal.

Appeals of a decision of the Procurement Director shall be filed in the Procurement Department not later than five (5) business days after receipt of such decision.

Sec. 1-10-86. Request for hearing and effect of untimely appeal.

A contractor or prospective contractor that has been notified of a denial of its protest action may request in writing an appeal to the Augusta, Georgia Commission. All appeals must be received by the Procurement Department within five (5) business days. **Appeals filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.** Where no appeal (or an untimely appeal) is filed, the Procurement Director's decision is considered final and the award shall proceed.

Sec. 1-10-87. Notice of hearing.

If a timely appeal is filed by the protestor, the Procurement Director shall place the protest on the agenda of the Administrative Services Committee. The Clerk of Commission's Office shall provide public notice of the Administrative Services Committee agenda as required by law. In addition, the protestor shall be sent written notice of the time and place of the hearing. Copies of such notice shall be sent to the Augusta, Georgia General Counsel and the Department Director of the appropriate user department.

Sec. 1-10-88. Administrative Services Committee hearing procedures and effect of failure to appear at hearing. (Ordinance 7439 – Commission Approved 11-19-13)

- (a) Protests appearing on the Administrative Services Committee shall be treated as any other Committee agenda item, except that the Protestor, or his or her representative, shall have the right to address the Committee and to present evidence in support of the protest for a maximum of ten (10) minutes. The Procurement Director and user department, or their representative, shall also have the opportunity to present evidence relating to the protest for a maximum of ten (10) minutes. The Chairman of the Administrative Services Committee may grant additional time equally to each party at his or her discretion.
- (b) After considering the evidence presented, the Administrative Services Committee shall make a recommendation to grant or deny the protest, or to send the item to the full Augusta, Georgia Commission without recommendation. Regardless of the action taken by the Committee, the protest shall be forwarded to the full Commission agenda for a final decision. The Clerk of Commission shall make an audio recording of the protest hearing and shall make such recording available to Commissioners within two (2) business days following the hearing.
- (c) Procedure to Speak to Full Commission Regarding Protest.
A protestor seeking to speak to the full Commission regarding his or her protest must submit a request in writing, including his/her address and the name of the procurement being protested, no later than 5:00 p.m. on the Wednesday preceding the next regularly scheduled Commission meeting that follows the Administrative Services Committee protest hearing. Such request shall be provided to the Clerk of Commission with a copy to be provided to the Procurement Director. When the protest is heard by the Commission, the protestor and the Procurement Director shall each have five (5) minutes to summarize the arguments and evidence presented to the

Administrative Services Committee. The Commission will not hold a new hearing and will not accept new evidence. If the protestor has not made a timely request to address the full Commission, the Commission may, at its discretion, dispose of the agenda item via the Consent Agenda.

- (d) **Effect of Failure to Appear at Hearing.** Failure on the part of the Protestor to appear before either the Administrative Services Committee or the full Augusta, Georgia Commission is considered **an abandonment of their right to appeal and a failure on the part of the protestor to exhaust administrative remedies.** The Procurement Director's decision is considered final and the award shall proceed accordingly. However, the Chairman of the Administrative Services Committee or the Mayor may, at his or her discretion, grant the Protestor one continuance to the next regularly scheduled Committee or Commission Meeting. Such continuance may only be granted during the Committee or Commission meeting and shall be recorded on the minutes of such meeting.

Sec. 1-10-89. Authority of Administrator to participate in procurement matters.

The Augusta, Georgia Administrator has the authority to:

- (a) communicate with the protestor and other interested parties to try to settle any dispute, or narrow the issues for matters to be presented to the Committee or Commission;
- (b) consult with the Procurement Director, the User Department and the General Counsel regarding the need for a stay pursuant to Section 1-10-81(f);
- (c) participate in all aspects of the procurement process as necessary to support the best interests of Augusta, Georgia.

Sec. 1-10- 90. Hearing procedures.

- (a) Hearings shall be as informal as may be reasonable and appropriate under the circumstances and in accordance with the applicable rules of the Administrative Services Committee and Commission. The Procurement Director shall provide the Administrative Services Committee and Commission with copies of the protest and the response of the Procurement Department.

- (b) Witnesses providing testimony at before the Administrative Services Committee or Commission shall testify under oath or affirmation.

Sec. 1-10-91. Determination of Commission; final decision.

The Commission's decision regarding a Protest is the final step in the Appeals process for Augusta, Georgia. The parties shall have thirty (30) days to file a judicial appeal of any such decision. Such appeal shall be by writ of certiorari to the Superior Court of Richmond County.

Sec. 1-10-92. Contract claims.

Decision of Augusta, Georgia Administrator. All claims by a contractor or vendor against Augusta, Georgia relating to a contract shall be submitted in writing to the Augusta, Georgia Administrator. The contractor or vendor may request a conference on the claims. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

Sec. 1-10-93. Augusta, Georgia's right to amend bid solicitations or awards that are in violation of law.

Applicability. This section applies where it is determined by administrative review that a solicitation or award of a contract is in violation of applicable law. For purposes of this section administrative review shall refer to a review by the Procurement Director and/or Augusta, Georgia Administrator in consultation with the General Counsel.

- (a) *Prior to bid opening or closing date for receipt of proposals.* If prior to the bid opening or the closing date for receipt of proposals, the Procurement Director, after consultation with the Augusta, Georgia Administrator, and the Augusta, Georgia General Counsel, determines that a solicitation is in violation of federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable laws.
- (b) *Prior to award.* If after bid opening or the closing date for receipt of proposals, the Procurement Director, after consultation with the Administrator or his designee, and the General Counsel determine that a solicitation or proposed award is in violation of federal, state or municipal

law, then the solicitation or proposed award shall be canceled.

- (c) *After award.* If, after an award, the Procurement Director, after consultation with the Administrator and the General Counsel, determines that a solicitation or award of a contract was in violation of applicable law, the following options shall be available to Augusta, Georgia:
 - (1) The contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of Augusta, Georgia and the person or company awarded the contract has not acted fraudulently or in bad faith; or
 - (2) If services or work have not commenced under the contract, it may be terminated and declared null and void; or
 - (3) If services or work have commenced under the contract, it may be terminated and the person awarded the contract shall be compensated for the actual expenses reasonably incurred for partially performing and in terminating its performance under the contract.

Sheila Paulk

From: Rhonda Smith <rsmith@gweblaw.com>
Sent: Tuesday, November 22, 2016 3:25 PM
To: Geri Sams
Cc: Ronald Bosco ; Sheila Paulk; Steve Blomberg
Subject: RFP Item #16-20 Land Mobile Radio Consulting Services for Information Technology Department
Attachments: 112216 LTR TO AUGUSTA RE HEARING.pdf

Ms. Sams:

Please see the attached correspondence from Mr. Blomberg regarding the above-referenced matter.

Rhonda S. Smith

Legal Assistant

Gimmel, Weiman, Ersek, Blomberg & Lewis, P.A.
4 Professional Drive, Suite 145
Gaithersburg, Maryland 20879
301.840.8565
301.590.9784 (Fax)
www.gweblaw.com

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GIMMEL, WEIMAN, ERSEK, BLOMBERG & LEWIS, P.A.

ATTORNEYS AT LAW

GERALD K. GIMMEL
STEVEN T. BLOMBERG
PAUL S. LEWIS
LEAH B. MORABITO

STEVEN L. WEIMAN
(1943-1991)
DONNA NICHOLSON ERSEK
(RETIRED)

November 22, 2016

gsams@augustaga.gov
Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, Georgia 30901

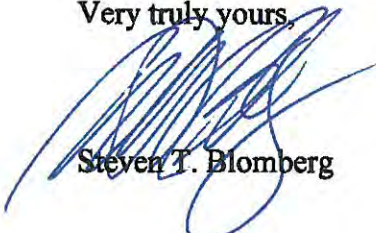
Ref: RFP Item #16-200 Land Mobile Radio Consulting Services for Information
Technology Department

Dear Ms. Sams:

Thank you for your letter of November 18, 2016. While my client, Federal Engineering, ponders how it wishes to participate in the upcoming appeal hearing, I have been requested to inquire as to whether the Protest filed by my client can be read into the record at the appellate hearing without a representative of Federal Engineering appearing.

I appreciate your timely response to this inquiry, as travel plans will need to be made if appropriate.

Very truly yours,



Steven T. Blomberg

STB/rss
cc: Mr. Ronald Bosco
Ms. Sheila D. Paulk (spaulk@augustaga.gov)

Sheila Paulk

From: Geri Sams
Sent: Wednesday, November 23, 2016 10:28 AM
To: 'Rhonda Smith '
Cc: 'Ronald Bosco'; Sheila Paulk; 'Steve Blomberg'
Subject: FW: RFP Item #16-20 Land Mobile Radio Consulting Services for Information Technology Department
Attachments: 112216 LTR TO AUGUSTA RE HEARING.pdf; Article 9.pdf

I am in receipt of your November 22, 2016 request for your client's protest to be read into record. Your request is denied. Augusta's procedures are attached (Article 9) and were attached to your correspondence of November 18, 2016. Augusta will not grant an exception to its stated code.

From: Rhonda Smith [mailto:rsmith@gweblaw.com]
Sent: Tuesday, November 22, 2016 3:25 PM
To: Geri Sams <gsams@augustaga.gov>
Cc: Ronald Bosco <rbosco@fedeng.com>; Sheila Paulk <SPaulk@augustaga.gov>; Steve Blomberg <SBlomberg@gweblaw.com>
Subject: RFP Item #16-20 Land Mobile Radio Consulting Services for Information Technology Department

Ms. Sams:

Please see the attached correspondence from Mr. Blomberg regarding the above-referenced matter.

Rhonda S. Smith

Legal Assistant

Gimmel, Weiman, Ersek, Blomberg & Lewis, P.A.
 4 Professional Drive, Suite 145
 Gaithersburg, Maryland 20879
 301.840.8565
 301.590.9784 (Fax)
www.gweblaw.com

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AED:104.1

ARTICLE 9

APPEALS, PROTESTS AND REMEDIES

Sec. 1-10-81. Procurement protests.

Authority to Resolve Protested Solicitations and Awards.

- (a) *Right to Protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director.
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 - (1) state the reasons for the action taken; and
 - (2) inform the protester of its right to administrative review as provided in this Article.
- (d) *Notice of Decision.* A copy of the decision shall be mailed or otherwise furnished to the protestor and any other interested party.
- (e) *Finality of Decision.* A decision under Subsection (d) of this Section shall be final and conclusive, unless any person adversely affected by the decision files a timely appeal in accordance with Article 9 of this code.
- (f) *Stay of Procurements During Protests or Appeals.* In the event of a timely protest under section 1-10-82 of this Article, the Procurement Director shall not proceed further with the solicitation or with the award of the contract unless the Administrator, after consultation with the head of the using agency and General Counsel, makes determination that the award of the contract without delay is necessary to protect substantial interests of Augusta, Georgia. Such a determination may be made orally in a Committee

Meeting, a Commission Meeting or may be provided to the protestor in writing.

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information is proprietary, confidential, or otherwise prohibited from disclosure or required to be withheld by law or regulation. Persons who wish to keep such information submitted by them confidential should so request by specifically identifying such information within documents submitted, and indicating on the front page of each document that it contains such information.

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Time for Decisions. A written decision on a protest shall be made by the Procurement Director within ten (10) business days after receiving all relevant, requested information. If a protest is sustained, the Procurement Director may determine that the solicitation or award violates the law; or may make a determination that the solicitation should be cancelled in order to comply with the applicable law.

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- (c) participate in all aspects of the procurement process as necessary to support the best interests of Augusta, Georgia.

Sec. 1-10- 90. Hearing procedures.

- (a) Hearings shall be as informal as may be reasonable and appropriate under the circumstances and in accordance with the applicable rules of the Administrative Services Committee and Commission. The Procurement Director shall provide the Administrative Services Committee and Commission with copies of the protest and the response of the Procurement Department.

- (b) Witnesses providing testimony at before the Administrative Services Committee or Commission shall testify under oath or affirmation.

Sec. 1-10-91. Determination of Commission; final decision.

The Commission's decision regarding a Protest is the final step in the Appeals process for Augusta, Georgia. The parties shall have thirty (30) days to file a judicial appeal of any such decision. Such appeal shall be by writ of certiorari to the Superior Court of Richmond County.

Sec. 1-10-92. Contract claims.

Decision of Augusta, Georgia Administrator. All claims by a contractor or vendor against Augusta, Georgia relating to a contract shall be submitted in writing to the Augusta, Georgia Administrator. The contractor or vendor may request a conference on the claims. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

Sec. 1-10-93. Augusta, Georgia's right to amend bid solicitations or awards that are in violation of law.

Applicability. This section applies where it is determined by administrative review that a solicitation or award of a contract is in violation of applicable law. For purposes of this section administrative review shall refer to a review by the Procurement Director and/or Augusta, Georgia Administrator in consultation with the General Counsel.

- (a) *Prior to bid opening or closing date for receipt of proposals.* If prior to the bid opening or the closing date for receipt of proposals, the Procurement Director, after consultation with the Augusta, Georgia Administrator, and the Augusta, Georgia General Counsel, determines that a solicitation is in violation of federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable laws.
- (b) *Prior to award.* If after bid opening or the closing date for receipt of proposals, the Procurement Director, after consultation with the Administrator or his designee, and the General Counsel determine that a solicitation or proposed award is in violation of federal, state or municipal

law, then the solicitation or proposed award shall be canceled.

- (c) *After award.* If, after an award, the Procurement Director, after consultation with the Administrator and the General Counsel, determines that a solicitation or award of a contract was in violation of applicable law, the following options shall be available to Augusta, Georgia:
 - (1) The contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of Augusta, Georgia and the person or company awarded the contract has not acted fraudulently or in bad faith; or
 - (2) If services or work have not commenced under the contract, it may be terminated and declared null and void; or
 - (3) If services or work have commenced under the contract, it may be terminated and the person awarded the contract shall be compensated for the actual expenses reasonably incurred for partially performing and in terminating its performance under the contract.



**Administrative Services Committee Meeting
12/13/2016 1:10 PM
Motion to Deny the Protest of Federal Engineering**

Department: Procurement

Presenter: Geri A. Sams

Caption: Motion to Deny the Protest of Federal Engineering, Inc., regarding RFP Item 16-200 Land Mobile Radio Consulting Services for Augusta, Georgia - Information Technology Department and to lift the stay of procurement in accordance with Augusta, GA Code.

Background: On October 11, 2016, the Public Safety Committee approved the recommendation of the Evaluation Selection Committee to award RFP 16-200 to Engineering Associates, LLC as the vendor of choice to provide consulting services, as outlined in RFP 16-200 Land Mobile Radio Consulting Services. The item was forwarded to the Full Commission to be awarded at the October 18, 2016, Commission Meeting. On November 4, 2016 at 10:19 AM the Procurement Department received a protest from Federal Engineering, Inc. (through their attorney, Gimmel, Weiman, Ersek, Blomberg & Lewis, P.A. Attorneys at Law) of the award. The item was put in a Stay and the final execution of the contract was placed on hold pending the Commission's directive to move forward. (See Exhibits: 1, 2, 3, and 4) It was determined by the Evaluation Selection Committee consisting of the departmental stakeholders that Federal Engineering, Inc. was not the vendor of choice. Stakeholders was from Information Technology, Sheriff's Office, Bush Field, Marshall's Office, 911, Administrator's Office and Procurement. This vendor is protesting the award of the contract due to a filing of a lawsuit from another County. In accordance to RFP 16-200 - Section 1.4 Proposal's For All Or Part: Unless otherwise specified by Augusta, Georgia or by the proponent, AUGUSTA, GEORGIA REERVE THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS ACCORDING TO THE BEST INTEREST OF AUGUSTA, GEORGIA. Augusta awarded this RFP to the most responsible, responsive vendor responding to the specifications as required. As required by the Augusta Procurement Code Article 9 Appeals, Protests and Remedies, Sec. 1-10-87 - Notice of hearing. If a timely appeal is filed by the protested, the

Procurement Director shall place the protest on the agenda of the Administrative Services Committee.

Analysis:

Financial Impact: Undetermined at this time.

Alternatives: Uphold the Protest of Federal Engineering, Inc. regarding RFP Item 16-200 Land Mobile Radio Consulting Services for Augusta, Georgia's Information Technology Department.

Recommendation: Deny Protest of Federal Engineering, Inc. regarding RFP Item 16-200 Land Mobile Radio Consulting Services for Augusta, Georgia's Information Technology Department and to lift the stay of procurement in accordance with Augusta, GA Code.

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission



Bid Item #16-238
Furniture for Public Defender's Office
for Augusta, Georgia -
Central Services Department-Facilities
Bid Due: Tuesday, October 18, 2016 @ 11:00 a.m.

Total Number Specifications Mailed Out: 21
Total Number Specifications Download (Demandstar):
Total Electronic Notifications (Demandstar):
Mandatory Pre-Bid Conference: 5
Total packages submitted: 3
Total Noncompliant: 0

Vendors	Modern Business 1445 Greene Street Augusta, GA 30901	Weinberger's Business Interiors 3021A Riverwatch Parkway Augusta, GA 30907	GCI 2984 Clifton Springs Rd Decatur, GA 30034
Attachment B	Yes	Yes	Yes
E-Verify Number	139296	296310	407892
SAVE Form	Yes	Yes	Yes
Addendums 1-4	Yes	Yes	Yes
1 Original	Yes	Yes	Yes
4 Copies	Yes	Yes	Yes
Bid Price	\$295,899.46	\$278,304.98	\$146,832.50



Bid Item #16-238
Furniture for Public Defender's Office
for Augusta, Georgia -
Central Services Department-Facilities
Bid Due: Tuesday, October 18, 2016 @ 11:00 a.m.

Total Number Specifications Mailed Out: 21
Total Number Specifications Download (Demandstar): 11
Total Electronic Notifications (Demandstar): 129
Mandatory Pre-Bid Conference: 5
Total packages submitted: 3
Total Noncompliant: 0

Vendors					Modern Business 1445 Greene Street Augusta, GA 30901		Weinberger's Business Interiors 3021A Riverwatch Parkway Augusta, GA 30907		GCI 2984 Clifton Springs Rd Decatur, GA 30034	
Attachment B					Yes		Yes		Yes	
E-Verify Number					139296		296310		407892	
SAVE Form					Yes		Yes		Yes	
Addendums 1-4					Yes		Yes		Yes	
1 Original					Yes		Yes		Yes	
4 Copies					Yes		Yes		Yes	
Bid Price					295899		278305		146833	
Tag	Mfg	Component Part Number	Component Part Description	Unit Qty	Total		Total		Total	
BC1	F.E. Hale	3624SCL	Mohawk Series Bookcase Double-Faced Starter 36"H x 36"W x 24"D - Oak Finish	1	\$1,381.42	\$1,381.42	\$1,575.31	\$1,573.31	No Bid	No Bid
		3624ACL	Mohawk Series Bookcase Double-Faced Adder 36"H x 36"W x 24"D - Oak Finish							
		C3636BK2	Mohawk Series Bookcase Double-Faced Back Panel/Partition - Oak Finish							
BC2	F.E. Hale	8412SCL	Mohawk Series Bookcase Single-Faced Starter - Oak Finish	3	\$776.73	\$2,330.19	\$937.69	\$2,813.07	No Bid	No Bid
		C8436BK1	Mohawk Series Bookcase Single-Faced Back Panel - Oak Finish							
CH1	Allseating	92040-CA	Zip, Fully Upholstered, Conference, Midback, Synchro Tilt, Conference Arms	50	\$427.63	\$21,381.50	\$402.67	\$20,133.50	\$472.00	\$23,600.00
		C1	Upholstered Cap							
		SS	Seat Slider							
		HAB	High Profile Aluminum Base with 65mm (2.5") Casters							
		(9)	Upholstery: Turner							
		FV-TCHIN	Color: Chinchilla							
CH2	Allseating	95040-4D	Zip, Mesh Back, Task, Midback, Synchro Tilt, 4 Dimensional Arm	28	\$419.61	\$11,749.08	\$395.11	\$11,063.08	\$474.00	\$13,272.00
		HM	Horizontal Mesh							
		SS	Seat Slider							
		(17)	Upholstery: Touche							
		FV-TSPAC	Color: South Pacific							
CH3	Allseating	95040-CA	Zip, Mesh Back, Conference, Midback, Synchro Tilt, Conference Arms	48	\$379.96	\$18,238.08	\$357.78	\$17,173.44	\$488.00	\$23,424.00
		BA	Black Arm Pads							
		HM	Horizontal Mesh							

Vendors					Modern Business 1445 Greene Street Augusta, GA 30901		Weinberger's Business Interiors 3021A Riverwatch Parkway Augusta, GA 30907		GCI 2984 Clifton Springs Rd Decatur, GA 30034	
		HAB	High Profile Aluminum Base with 65mm (2.5") Casters							
		(17)	Upholstery: Touche							
		FV-TSPAC	Color: South Pacific							
CH4	Allseating	95040-NA	Zip, Mesh Back, Task, Midback, Synchro Tilt, No Arms	40	\$366.27	\$14,650.80	\$342.77	\$13,710.80	\$454.00	\$18,160.00
		HM	Horizontal Mesh							
		HAB	High Profile Aluminum Base with 65mm (2.5") Casters							
			Upholstery: Momentum Beeline							
			Color: Forge							
CH5	Allseating	39054-NA	Multiflex, No Arms	50	\$206.74	\$10,337.00	\$192.29	\$9,614.50	\$256.00	\$12,800.00
		SIL	Silver (Standard)							
		SL	Color: Slate							
		PY	Polypropylene Seat							
CH6	Allseating	39054-WA	Multiflex, with Arms	25	\$220.90	\$5,522.50	\$205.46	\$5,136.50	\$24.00	\$6,800.50
		SIL	Silver (Standard)							
		SL	Color: Slate							
		PY	Polypropylene Seat							
CH7	Allseating	MULTI DOLLY-12	Multi Dolly, Stacks 12 High, 44"Hx29"Wx46.5"D	6	\$180.78	\$1,084.68	\$164.52	\$1,011.12	\$224.00	\$1,344.00
CH8	NOF	N55EE	ADMIRE, GUEST CHAIR, HALF UPHOLSTERED BACK, ARMS	98	\$428.52	\$41,994.96	\$392.20	\$38,435.60	\$484.00	\$47,432.00
		MOMC	Upholstery: MOMENTUM GRADE C							
		09137544	Color: COVER CLOTH CYAN							
		792	Finish: SABLE							
CH9	Cherryman	MUS01-WHT	Muse Chair. White Shell.	19	\$115.17	\$2,188.23	\$116.19	\$2,207.61	No Bid	No Bid
		MUS02-WOD	Muse Chair. Wood Grain Legs.							
CH10	GRP	TE1	TERRA - 1-seat Armchair, Spacing on Seat Sides	6	\$801.10	\$4,806.60	\$752.18	\$4,513.05	No Bid	No Bid
		E8	Metallic Silver Frame							
			Upholstery: ArcCom - Spin							
			Color: Sand							
CH11	Spec	4020	Bean Stool	4	\$121.22	\$484.88	\$123.75	\$495.00	No Bid	No Bid
		SILVER	Frame: Silver							
		WILSONART	Wilsonart Laminates							
		TOR	GREY MESH 4877-38							
		PVF	PVC Flat Profile Edge							
		RAL1003	RAL 1003							
CH12	GRP	CU305	CUBE 300 - Armless Chair, Legless	3	\$753.17	\$2,259.51	\$637.92	\$1,913.76	No Bid	No Bid
		SL	Upholstery: Silvertex Vinyl							
		24	Color: UC Silvertex-Meteor							
		CU3B1M	CUBE 300 - Single-section Base (Legs)							
		E8	Metallic Silver Frame							
CH15	GRP	CU3B3M	CUBE 300 - Triple-section Base (legs)	9	\$1,807.09	\$16,263.81	\$1,532.16	\$13,789.44	No Bid	No Bid
		E8	Metallic Silver Frame							
		CU302	CUBE 300 - Armless Chair, Legless							
		SL	Upholstery: Silvertex Vinyl							
		24	Color: UC Silvertex-Meteor							
		CU303	CUBE 300 - Left-side Armchair, Legless							
		SL	Upholstery: Silvertex Vinyl							
		24	Color: UC Silvertex-Meteor							

Vendors				Modern Business 1445 Greene Street Augusta, GA 30901		Weinberger's Business Interiors 3021A Riverwatch Parkway Augusta, GA 30907		GCI 2984 Clifton Springs Rd Decatur, GA 30034		
		CU304	CUBE 300 - Right-side Armchair, Legless							
		SL	Upholstery: Silvertex Vinyl							
		24	Color: UC Silvertex-Meteor							
CH16	GRP	CU3B1M	CUBE 300 - Single-section Base (Legs)	2	\$451.98	\$903.96	\$383.40	\$766.80	No Bid	No Bid
		E8	Metallic Silver Frame							
		CU301	CUBE 300 - Ottoman, Legless							
		SL	Upholstery: Silvertex Vinyl							
		24	Color: UC Silvertex-Meteor							
D1	GRP	TNNS-MQTL2	SQUARE LEG - Silver Metal w/Casters	50	\$1,407.68	\$70,384.00	\$1,289.43	\$64,471.50	No Bid	No Bid
		T1NN- RCT2448	RECTANGULAR TOP - smooth edge,48"W x 24"D 2 PCS							
		HZN	Wood Grain: Hazelnut							
		C3-TD3672	Rectangular Surface							
		HZN	Wood Grain : Hazelnut							
		C3-MP1523UF	Mobile Peds U/U 15x23, Keyed alike per office							
		HZN	Wood Grain : Hazelnut							
		C3-201873B	Bookcase w/Doors, 18x20x73, Keyed alike per office							
		HZN	Wood Grain : Hazelnut							
MC	GRP	T1NS- MS203636	MOBILE SERVING CART - ,Silver Accent,w/2 Doors,36"W x 20"D x 36"H	1	\$586.70	\$586.70	\$534.60	\$534.60	No Bid	No Bid
		HZN	Wood Grain: Hazelnut							
MS1	GRP	C3-BS203633	Bookcase, 18x36x33	2	\$1,818.98	\$3,637.96	\$1,932.50	\$3,865.00	No Bid	No Bid
		...	Wood Grain: Hazelnut							
		M1NNN- DV3636	1" TFL - PIGEONHOLES,VERTICAL- 33,SMOOTH EDGE, 36"H X 16" D X 36" W							
		...	Wood Grain: Hazelnut							
MS2	GRP	M1NNN- DV3636	1" TFL - PIGEONHOLES,VERTICAL- 33,SMOOTH EDGE,36"HX16"DX36"W	2	\$603.69	\$1,207.38	\$687.60	\$1,375.20	No Bid	No Bid
		HZN	Wood Grain : Hazelnut							
T1	GRP	TNNS-MTB24	T-BASE - Silver Metal w/Casters	16	\$346.09	\$5,537.44	\$315.36	\$5,045.76	No Bid	No Bid
		T1NN- RCT3072	RECTANGULAR TOP - smooth edge,72"W x 30"D 3 PCS							
		HZN	Wood Grain: Hazelnut							
T2	Spec	36D-DISC	36" Round Top with Disc Round Base	10	\$509.67	\$5,906.70	\$603.00	\$6,030.00	No Bid	No Bid
		LAM	Laminate Top							
		WILSONART	Wilsonart Laminates							
		TOR	11104-78							
		SE	Laminate Self Edge							
		NICKEL	Nickel							
T3	Berco	Starfire 36SQ	Starfire 36" Square, Star base, Color Battleship. edge- P12 flat PVC,Color: Cashmere,Laminate Top: Wilsonart Pewter Mesh 4878-38	5	\$299.22	\$1,496.10	\$311.58	\$1,557.90	No Bid	No Bid
T4	Spec	3030SQ BEAN	Bean 30 x 30 Square Freestanding Table	1	\$304.15	\$304.15	\$310.50	\$310.50	No Bid	No Bid
		SILVER	Frame: Silver							
		WILSONART	Wilsonart Laminates							
		TOR	GREY MESH 4877-38							
		PVF	PVC Flat Profile Edge							
		RAL1003	RAL 1003							

Vendors					Modern Business 1445 Greene Street Augusta, GA 30901		Weinberger's Business Interiors 3021A Riverwatch Parkway Augusta, GA 30907		GCI 2984 Clifton Springs Rd Decatur, GA 30034	
T5	GRP	HRT24-E	Hip-Hop Round Table, 24" Dia E-Base, Laminate Top, Upholstered Sides	8	\$463.88	\$3,711.04	\$474.36	\$3,826.88	No Bid	No Bid
		E8	Metallic Silver Frame							
		HZN	Wood Grain: Hazelnut							
			Upholstery:Momentum - Cover Cloth							
			Color: Cyan							
T6	GRP	CU3-T3030	CUBE 300 - Square Table, 30W x 30D	1	\$419.70	\$419.70	\$355.68	\$355.68	No Bid	No Bid
		E8	Metallic Silver Frame							
		HZN	Wood Grain: Hazelnut							
T7	GRP	CU3-T2424	CUBE 300 - Square Table, 24W x 24D	1	\$345.36	\$345.36	\$292.68	\$292.68	No Bid	No Bid
		E8	Metallic Silver Frame							
		HZN	Wood Grain: Hazelnut							
T8	Mayline	77302	Event Series Folding Table 30" x 72"	20	\$102.90	\$2,058.00	\$105.55	\$2,111.00	No Bid	No Bid
T9	Mayline	7730WC	Table Cart Capacity:20	1	\$233.17	\$233.17	\$239.20	\$239.20	No Bid	No Bid
T10	GRP	HRT36-E	Hip-Hop Round Table, 36" Dia E-Base, Laminate Top, Upholstered Sides	2	\$637.62	\$1,275.24	\$707.11	\$1,414.22	No Bid	No Bid
		E8	Metallic Silver Frame							
		HZN	Wood Grain: Hazelnut							
			Upholstery:Momentum - Cover Cloth							
			Color: Cyan							
WS1	GRP	VLGC-BAR49	WS SUPPORT, WS Reinforcement Bar for Surface Length of 54L, Black (1)	1	\$5,173.11	\$5,173.11	\$5,088.89	\$5,088.89	No Bid	No Bid
		VACP-2	WS SUPPORT, Cantilever Brackets, Standard, Pair							
		,TR-K	SELECT Trim/Metal Color Charcoal							
		VPF2-24-F	STORAGE, Pedestal, Fixed, Recessed Pull, Metal Fronts, F/F, Keyed alike per cubicle							
		,TR-R	SELECT Trim/Metal Color Beige							
		VPPA-5036-NN	PANEL, Acoustical, 50H X 36W, Non-Powered, W/O Elect. Access or Knock Outs							
		,S4-1	GALET - Gr II (100% Eco Intelligent) Sky Blue							
		,TR-R	SELECT Trim/Metal Color Beige							
		VPSG-1436-F-SK-1E	PANEL, Frosted Acrylic, Stack-On, for Acoustical Base Panel, 14H X 36W							
		,TR-R	SELECT Trim/Metal Color Beige							
		VNW-64	COMPONENT, Wall Mount, 64H							
		,TR-R	SELECT Trim/Metal Color Beige							
		VUWE-4872-441GSL	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet							
		,G-HZN	Laminate Finish Wood Grain: Hazelnut							
		VB3R-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Right, Full Pull, 51H X 24D, Keyed alike per cubicle							
		,TR-	SELECT Trim/Metal Color							

Vendors				Modern Business 1445 Greene Street Augusta, GA 30901		Weinberger's Business Interiors 3021A Riverwatch Parkway Augusta, GA 30907		GCI 2984 Clifton Springs Rd Decatur, GA 30034			
	R	Beige									
	VB3L-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Left, Full Pull, 51H X 24D, Keyed alike per cubicle									
	,TR-	SELECT Trim/Metal Color									
	R	Beige									
	VUWE-4872-441GSR	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet									
	,G-	Laminate Finish									
	HZN	Wood Grain: Hazelnut									
	VUSE-24	WS SUPPORT, End Panel, for 24D Surfaces									
	,G-	Laminate Finish									
HZN	Wood Grain: Hazelnut										
WS1.2	GRP	VLGC-BAR49	WS SUPPORT, WS Reinforcement Bar for Surface Length of 54L, Black (1)	1	\$5,173.11	\$5,173.11	\$5,088.89	\$5,088.89	No Bid	No Bid	
	VACP-2	WS SUPPORT, Cantilever Brackets, Standard, Pair									
	,TR-	SELECT Trim/Metal Color									
	K	Charcoal									
	VPF2-24-F	STORAGE, Pedestal, Fixed, Recessed Pull, Metal Fronts, F/F, Keyed alike per cubicle									
	,TR-	SELECT Trim/Metal Color									
	R	Beige									
	VPPA-5036-NN	PANEL, Acoustical, 50H X 36W, Non-Powered, W/O Elect. Access or Knock Outs									
	,54-	GALET - Gr II (100% Eco Intelligent)									
	1	Sky Blue									
	,TR-	SELECT Trim/Metal Color									
	R	Beige									
	VPSG-1436-F-SK-1E	PANEL, Frosted Acrylic, Stack-On, for Acoustical Base Panel, 14H X 36W									
	,TR-	SELECT Trim/Metal Color									
	R	Beige									
	VNW-64	COMPONENT, Wall Mount, 64H									
	,TR-	SELECT Trim/Metal Color									
	R	Beige									
	VUWE-4872-441GSL	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet									
	,G-	Laminate Finish									
	HZN	Wood Grain: Hazelnut									
	VB3R-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Right, Full Pull, 51H X 24D, Keyed alike per cubicle									
	,TR-	SELECT Trim/Metal Color									
R	Beige										
VB3L-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Left, Full Pull, 51H X 24D, Keyed alike per cubicle										
,TR-	SELECT Trim/Metal Color										
R	Beige										

Vendors				Modern Business 1445 Greene Street Augusta, GA 30901		Weinberger's Business Interiors 3021A Riverwatch Parkway Augusta, GA 30907		GCI 2984 Clifton Springs Rd Decatur, GA 30034		
		VUWE-4872-441GSR	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet							
		,G-	Laminate Finish							
		HZN	Wood Grain: Hazelnut							
		VUSE-24	WS SUPPORT, End Panel, for 24D Surfaces							
		,G-	Laminate Finish							
		HZN	Wood Grain: Hazelnut							
WS2	GRP	VPF2-24-F	STORAGE, Pedestal, Fixed, Recessed Pull, Metal Fronts, F/F, Keyed alike per cubicle	1	\$8,206.95	\$6,206.95	\$6,098.71	\$6,098.71	No Bid	No Bid
		,TR-R	SELECT Trim/Metal Color Beige							
		VACP-2	WS SUPPORT, Cantilever Brackets, Standard, Pair							
		,TR-K	SELECT Trim/Metal Color Charcoal							
		VACB-1	Corner Bracket							
		VERC-1	ELECTRICAL, Duplex Receptacle, Common Ground, 3-Circuit (PKG/6)							
		,TR-R	SELECT Trim/Metal Color Beige							
		VPPA-5036-PC	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access/Com. KO							
		,54-1	GALET - Gr II (100% Eco Intelligent) Sky Blue							
		,TR-R	SELECT Trim/Metal Color Beige							
		VPPA-5036-PP	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access							
		,54-1	GALET - Gr II (100% Eco Intelligent) Sky Blue							
		,TR-R	SELECT Trim/Metal Color Beige							
		VPSG-1436-F-SK-1E	PANEL, Frosted Acrylic, Stack-On, for Acoustical Base Panel, 14H X 36W							
		,TR-R	SELECT Trim/Metal Color Beige							
		VUWE-4872-441GSL	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet							
		,G-HZN	Laminate Finish Wood Grain: Hazelnut							
		VB3R-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Right, Full Pull, 51H X 24D, Keyed alike per cubicle							
		,TR-R	SELECT Trim/Metal Color Beige							
		VTCP-4	COMPONENT, Finish Post Top Cap, Four-Way							
		,TR-R	SELECT Trim/Metal Color Beige							
		VEB-1	ELECTRICAL, Base Feed, Hardwire, 3-Circuit, Liquid Tight, 4' Long Cable							
WS3	GRP	VPPA-5036-PP	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access	1	\$10,074.31	\$10,074.31	\$9,907.41	\$9,907.41	No Bid	No Bid

Vendors				Modern Business 1445 Greene Street Augusta, GA 30901		Weinberger's Business Interiors 3021A Riverwatch Parkway Augusta, GA 30907		GCI 2984 Clifton Springs Rd Decatur, GA 30034	
	,54-	GALET - Gr II (100% Eco Intelligent)							
	1	Sky Blue							
	,54-	GALET - Gr II (100% Eco Intelligent)							
	1	Sky Blue							
	,TR-	SELECT Trim/Metal Color							
	R	Beige							
	VPPA-5036-PC	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access/Com. KO							
	,54-	GALET - Gr II (100% Eco Intelligent)							
	1	Sky Blue							
	,TR-	SELECT Trim/Metal Color							
	R	Beige							
	VPPA-5036-NN	PANEL, Acoustical, 50H X 36W, Non-Powered, W/O Elect. Access or Knock Outs							
	,54-	GALET - Gr II (100% Eco Intelligent)							
	1	Sky Blue							
	,TR-	SELECT Trim/Metal Color							
	R	Beige							
	VB3L-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Left, Full Pull, 51H X 24D, Keyed alike per cubicle							
	,TR-	SELECT Trim/Metal Color							
	R	Beige							
	VB3R-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Right, Full Pull, 51H X 24D, Keyed alike per cubicle							
	,TR-	SELECT Trim/Metal Color							
	R	Beige							
	VUWE-4872-441GSR	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet							
	,G-	Laminate Finish							
	HZN	Wood Grain: Hazelnut							
	VUWE-4872-441GSL	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet							
	,G-	Laminate Finish							
	HZN	Wood Grain: Hazelnut							
	VPF2-24-F	STORAGE, Pedestal, Fixed, Recessed Pull, Metal Fronts, F/F, Keyed alike per cubicle							
	,TR-	SELECT Trim/Metal Color							
	R	Beige							
	VPSG-1436-F-SK-1E	PANEL, Frosted Acrylic, Stack-On, for Acoustical Base Panel, 14H X 36W							
	,TR-	SELECT Trim/Metal Color							
	R	Beige							
	VERC-1	ELECTRICAL, Duplex Receptacle, Common Ground, 3-Circuit (PKG/6)							
	,TR-	SELECT Trim/Metal Color							
	R	Beige							
	VEB-1	ELECTRICAL, Base Feed, Hardwire, 3-Circuit, Liquid Tight, 4' Long Cable							
	VACP-2	WS SUPPORT, Cantilever Brackets, Standard, Pair							

Vendors				Modern Business 1445 Greene Street Augusta, GA 30901		Weinberger's Business Interiors 3021A Riverwatch Parkway Augusta, GA 30907		GCI 2984 Clifton Springs Rd Decatur, GA 30034				
		,TR- K VACB-1 VVPS-64-F3 ,TR- R ,TR- R VTCP-4	SELECT Trim/Metal Color Charcoal Corner Bracket COMPONENT, Finish Post, Three-Way, Metal, Full Height Application, 3 Alignment Tabs, 64H SELECT Trim/Metal Color Beige SELECT Top Cap Trim/Metal Color Beige COMPONENT, Finish Post Top Cap, Four-Way									
	WS4	GRP	VPPA-5036-PP	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access	1	\$16,591.84	\$16,591.84	\$16,340.38	\$16,340.38	No Bid	No Bid	
			,54- 1 ,TR- R VPPA-5036-PC ,54- 1 ,TR- R VPPA-5036-NN ,54- 1 ,TR- R VB3L-5124-F	GALET - Gr II (100% Eco Intelligent) Sky Blue SELECT Trim/Metal Color Beige PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access/Com. KO GALET - Gr II (100% Eco Intelligent) Sky Blue SELECT Trim/Metal Color Beige PANEL, Acoustical, 50H X 36W, Non-Powered, W/O Elect. Access or Knock Outs GALET - Gr II (100% Eco Intelligent) Sky Blue SELECT Trim/Metal Color Beige STORAGE, Tower/BookCase, Metal, B/B/F, Door on Left, Full Pull, 51H X 24D, Keyed alike per cubicle								
				,TR- R VB3R-5124-F ,TR- R VUWE-4872-441GSR ,G- HZN VUWE-4872-441GSL ,G- HZN VPF2-24-F ,TR- R	SELECT Trim/Metal Color Beige STORAGE, Tower/BookCase, Metal, B/B/F, Door on Right, Full Pull, 51H X 24D, Keyed alike per cubicle SELECT Trim/Metal Color Beige WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet Laminate Finish Wood Grain: Hazelnut WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet Laminate Finish Wood Grain: Hazelnut STORAGE, Pedestal, Fixed, Recessed Pull, Metal Fronts, F/F, Keyed alike per cubicle SELECT Trim/Metal Color Beige							

Vendors			Modern Business 1445 Greene Street Augusta, GA 30901		Weinberger's Business Interiors 3021A Riverwatch Parkway Augusta, GA 30907		GCI 2984 Clifton Springs Rd Decatur, GA 30034	
	VPSG-1436-F-SK-1E	PANEL, Frosted Acrylic, Stack-On, for Acoustical Base Panel, 14H X 36W						
	,TR-	SELECT Trim/Metal Color						
	R	Beige						
	VERC-1	ELECTRICAL, Duplex Receptacle, Common Ground, 3-Circuit (PKG/6)						
	,TR-	SELECT Trim/Metal Color						
	R	Beige						
	VTCP-4	COMPONENT, Finish Post Top Cap, Four-Way						
	,TR-	SELECT Trim/Metal Color						
	R	Beige						
	VVPS-64-F3	COMPONENT, Finish Post, Three-Way, Metal, Full Height Application, 3 Alignment Tabs, 64H						
	,TR-	SELECT Trim/Metal Color						
	R	Beige						
	,TR-	SELECT Top Cap Trim/Metal Color						
	R	Beige						
	VACP-2	WS SUPPORT, Cantilever Brackets, Standard, Pair						
	,TR-	SELECT Trim/Metal Color						
	K	Charcoal						
	VACB-1	Corner Bracket						
VEB-1	ELECTRICAL, Base Feed, Hardwire, 3-Circuit, Liquid Tight, 4' Long Cable							
TOTAL			\$295,899.46		\$278,304.98		\$146,832.50	
The following vendor did not respond: McWaters / 3708 Benchmark Dr / Augusta, GA 30909								
Weinberger's Business Interiors was deemed as Non-compliant by the Compliance Office GCI did not bid on all items as required in the bid specifications on page 13.								

SECTION 00-020 SCOPE OF SERVICES:**1. BACKGROUND:**

Renovation work to convert the former Main Augusta Library into offices for the Augusta Circuit Public Defender will be completed in late 2016. This request for bids is for the furniture package related to that conversion.

2. SCOPE OF PROJECT:

This project involves supplying and installing the furniture and furnishings for the building. All work shall be performed in accordance with all applicable codes and regulations. Contract documents for the scope of work have been prepared and are available through the Procurement Department.

The price shall include the following activities:

- Evaluation to confirm the scope of work
- All required permits, licenses, insurance and bonds.
- All work as described on the plans.
- Installation, maintenance and removal of all required safety measures
- All materials, equipment and labor required to execute the work.
- Submittals and shop drawings
- Removal of all packing material and other debris
- Project Closeout including specified Warranties and testing of the installation

3. EVALUATION CRITERIA:

Contractor is to provide a pricing for the work as described. Should a contract be awarded as a result of this invitation, it shall be a lump sum contract using the attached contract for and shall be awarded to a single contractor submitting the lowest responsible bid for the locations selected following approval of the Augusta Commission and execution of all required documents.

END OF SECTION 00-020, SCOPE OF SERVICES



Procurement Department

Mrs. Geri Sams, Director

Faxed (706-922-1377) and Mailed

October 28, 2016

Weinberger's Business Interiors
Attn: Charles Squires
3021 Riverwatch Parkway
Augusta, GA 30907

Ref: Bid #16-238 Furniture for the Public Defender's Office
for Augusta, Georgia – Central Services Department – Facilities Division
Bid Opening Date: Tuesday, October 18, 2016 at 11:00 a.m.

Dear Mr. Squires:

Thank you for your submittal in response to the above referenced Bid Item. After reviewing your submittal, it was noted that the Local Small Business Opportunities Program (LSBO Good Faith Efforts) Form was not properly completed and a good faith effort shown. The Letter of Intent and Local Small Business Utilization were not completed in your Bid package. We've included a copy of these pages. These completed forms were required at the time of submittal from all participating vendors. Due to the fact that your company did not complete the Local Small Business Opportunities Program goals as set out in the Bid package, your submittal has been deemed as non-responsive. We have included all corresponding forms from the specifications along with the submitted forms from your company for your review.

In accordance to the Bid specifications and the Augusta, Georgia Code, your company's submittal was deemed as non-compliant.

I wish to call your attention to **Article 6 and Article 9 of the Augusta, Georgia Code**

ARTICLE 6: PROCUREMENT SOURCE SELECTION METHODS AND CONTRACT AWARDS

Sec. 1-10-50. Sealed bids selection method.

- (a) *Conditions for use. All contracts of Augusta, Georgia shall be awarded by competitive sealed bidding except as otherwise provided elsewhere in this article (see section 1-10-52-Sealed Proposals; 1-10-53-Professional Services; 1-10-54-Quotations; 1-10-56-Sole Source Procurement; and 1-10-57-Emergency Procurements, of this chapter).*
- (b) *Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director. All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission.*

Room 605 - 535 Telfair Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811

www.augustaga.gov

Register at www.demandstar.com/supplier for automatic bid notification



Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia

ARTICLE 9: APPEALS, PROTESTS AND REMEDIES:

Sec. 1-10-81 and Sec. 1-10-82. Procurement protests. Authority to Resolve Protested Solicitations and Awards.

- (a) **Right to Protest.** Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director.
- (b) **1-10-82. Filing of Protest.** Protests shall be made in writing to the Procurement Director and shall be filed in within five (5) business days after the protestor knows or should have known of the facts giving rise thereto. A protest is considered filed when received by the Procurement Department. **Protests filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.**
- (c) **Stay of Procurements During Protests or Appeals.** In the event of a timely protest under section 1-10-82 of this Article, the Procurement Director shall not proceed further with the solicitation or with the award of the contract unless the Administrator, after consultation with the head of the using agency and General Counsel, makes determination that the award of the contract without delay is necessary to protect substantial interests of Augusta, Georgia. Such a determination may be made orally in a Committee Meeting, a Commission Meeting or may be provided to the protestor in writing.

Sec. 1-10-88 (Ordinance No. 7439 adopted November 19, 2013). Administrative Services Committee Hearing Procedures And Effect Of Failure To Appear At Hearing.

- (a) Protests appearing on the Administrative Services Committee shall be treated as any other Committee agenda item, except that the Protestor, or his or her representative, shall have the right to address the Committee and to present evidence in support of the protest for a maximum of ten (10) minutes. The Procurement Director and user department, or their representative, shall also have the opportunity to present evidence relating to the protest for a maximum of ten (10) minutes. The Chairman of the Administrative Services Committee may grant additional time equally to each party at his or her discretion.
- (b) After considering the evidence presented, the Administrative Services Committee shall make a recommendation to grant or deny the protest, or to send the item to the full Augusta, Georgia Commission without recommendation. Regardless of the action taken by the Committee, the protest shall be forwarded to the full Commission agenda for a final decision. The Clerk of Commission shall make an audio recording of the protest hearing and shall make such recording available to Commissioners within two (2) business days following the hearing.
- (c) **Procedure to Speak to Full Commission Regarding Protest.**
A protestor seeking to speak to the full Commission regarding his or her protest must submit a request in writing, including his/her address and the name of the procurement being protested, no later than 5:00 p.m. on the Wednesday preceding the next regularly scheduled Commission meeting that follows the Administrative Services Committee protest hearing. Such request shall be provided to the Clerk of Commission with a copy to be provided to the Procurement Director. When the protest is heard by the Commission, the protestor and the Procurement Director shall each have five (5) minutes to summarize the arguments and evidence presented to the Administrative Services Committee. The Commission will not hold a new hearing and will not accept new evidence. If the protestor has not made a timely request to address the full Commission, the Commission may, at its discretion, dispose of the agenda item via the Consent Agenda.
- (d) **Effect of Failure to Appear at Hearing.** Failure on the part of the Protestor to appear before either the Administrative Services Committee or the full Augusta, Georgia Commission is considered **an abandonment of their right to appeal and a failure on the part of the protestor to exhaust administrative remedies.** The Procurement Director's decision is considered final and the award shall

proceed accordingly. However, the Chairman of the Administrative Services Committee or the Mayor may, at his or her discretion, grant the Protestor one continuance to the next regularly scheduled Committee or Commission Meeting. Such continuance may only be granted during the Committee or Commission meeting and shall be recorded on the minutes of such meeting.

We would like to thank each of you for your interest in doing business with Augusta and look forward to your company participating in future projects. Please do not hesitate to contact us at (706) 821-2422 at any time when you have a concern and are preparing for any future solicitations.

Sincerely,

A handwritten signature in black ink, appearing to read "GAS/dw", written over the printed name.

Geri A. Sams, Director
Procurement Department
GAS/dw

Attachments:

cc: Louis C. Brazzell, Deputy Administrator
Takiyah Douse, Central Services Department
Rick Acree, Central Services Department
Kate Mason, Public Defender's Office

Invitation to Bid

Sealed bids will be received at this office until Tuesday, October 4, 2016 @ 11:00 a.m. for furnishing:

Bid Item #16-238 Furniture for Public Defender's Office for Augusta Central Services Department – Facilities

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid**. Bid documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901. Documents may be examined during regular business hours at the offices of Augusta, GA Procurement Department.

A Mandatory Pre Bid Conference will be held on Friday, September 16, 2016 @ 10:00 a.m. in the Procurement Department, 535 Telfair Street, Room 605.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, September 20, 2016 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.

No bids may be withdrawn for a period of sixty (60) days after bids have been opened, pending the execution of contract with the successful bidder.

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

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

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

No bid will be accepted by fax, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	August 25, September 1, 8, 15, 2016
Metro Courier	August 30, 2016

cc:	William Rhinehart	Deputy Administrator
	Takiyah Douse	Central Services
	Lonnie Wimberly	Central Services - Facilities

Revised: 2/2/2016

Local Small Business Goal

The Local Small Business Opportunity Program provides for Local Small Business goals to be set on all applicable Augusta, Georgia procurements over \$100,000 in value.¹ The Local Small Business goal for this procurement is:

8 %

All bidders or proposers shall submit the following with their bid or proposal as required by Augusta, GA Code § 1-10-129:²

1. **Non-Discrimination Statement: As required by the Procurement document.**³
2. **Proposed Local Small Business Subcontractor/Supplier Utilization Plan.**
3. **Documentation of Good Faith Efforts to use local small businesses.**
4. **Local Small Business Utilization document.**

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

¹ Even when a solicitation does not contain a Local Small Business goal (or the goal is set at zero), each Bidder must negotiate in good faith with each local small business that responds to the Bidder's solicitation and each local small business that contacts the Bidder on its own accord. Self-performance does not exempt Bidders from Local Small Business Opportunity Program requirements unless the self-performer is a qualified and registered Local Small Business. All of the requirements of the Local Small Business Opportunity Program can be found in Augusta, GA Code, Chapter 10B.

² Applicable forms are available on Augusta Georgia's Disadvantaged Business Enterprise website: www.augustaga.gov.

³ Only one Non-Discrimination statement is required "See Attachment B".

PROJECT _____

LOCAL SMALL BUSINESS OPPORTUNITY PROGRAM**LETTER OF INTENT TO PERFORM AS A SUBCONSULTANT/SUBCONTRACTOR/SUPPLIER**TO: _____
(Name of Proposer)

- A. The undersigned intends to perform work in connection with the above project in the following capacity (check one):

_____ Individual

_____ Corporation

_____ Partnership

_____ Limited Liability Company (LLC)

_____ Joint Venture

- B. The Local Small Business Opportunity Program (LSBOP) status of the undersigned is confirmed as follows:

_____ By attachment of a current Certificate of Certification issued by the Department of Transportation

_____ By attachment of a current letter issued by the Disadvantaged Business Enterprise Office

- C. The undersigned is prepared to perform the following work in connection with the above project

- D. The undersigned states that they will be performing _____% of the total project.

- E. The undersigned will sublet and/or award _____% of this subcontract to non-Local Small Business Opportunity Program contractors and /or suppliers.

The undersigned will enter into a formal agreement for the above described work with the *Proposer* cited above conditioned upon the execution of a contract for the project cited herein between the *Proposer* and Augusta-Richmond County.

(LSBOP Contractor Firm Name)

Date: _____

By: _____
(Signature of Authorized Representative)

LOCAL SMALL BUSINESS UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____% LSBOP utilization on this contract.

_____ The bidder/offeror if unable to meet the LSBOP goal of _____% will submit documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

By _____
(Print Name)

(Signature)

(Date)

Vendor Non-Compliant - #16-238 10/28/2016 - DO NOT RESUBMIT

Vendor Non-Compliant - #16-238 10/28/2016 - DO NOT RESUBMIT

Good Faith Efforts

Attention Bidder/Proponent: List all subcontractors or suppliers that were contacted regarding this project. Use additional sheets as necessary.

Failure to complete this form, in its entirety with supporting documentation, will result in the bid being considered non-responsive to bid specification.

If you have failed to secure Local Small Business participation and you have subcontracting and/or supplier opportunities or if your participation is less than the City's Project Goal, you must complete this form.

Name of Subcontractor/Supplier	Address and Phone Number	Email	Person Contacted and Date	Scope of Work Solicited	Method of Communication	Results of Contact
Q3 Office Installation	Q3 Office Installation 3105 Spring Grove Dr Augusta, GA 30906	brad@q3install.com	Brad Trammell	160 hrs	Phone	Can not talk too busy

Augusta Furniture / Yorket & Co. Weinberger Public Defender's Office
Bidder/Proponent's

16-238
Bid #

Signature

Project Name

10/16/16

Date

8%

Project Goal

EXHIBIT 2

3021A River Watch Parkway
Augusta, Georgia 30907

Weinberger's
BUSINESS INTERIORS

706-922-1370
Fax 706-922-1377

www.weinbergersfurniture.com

15 NOV 2012

Dear Mrs. Geri Sams,

I am writing this letter to protest the decision to deem bid #16-238 non-responsive. The only local small business able to participate in this type of work, Q3 office Installation, gave a verbal quote to my General Manager. When I followed up to have the LSBO paper work filled out, Brad Trammel of Q3 Office Installations, stated he was too busy and could not take the job. The local small business opportunity program letter of intent was therefore left blank.

This same business did respond to Modern Business and gave them a quote. How is this business too busy to work on the same days as requested by Modern Business? Please take my protest in to consideration when awarding the bid. I did exhaust all possible options and did so in good faith.

Sincerely,

Charles T. Squires





Procurement Department

Mrs. Geri Sams, Director

Certified Mail Receipt: 7016 0600 0000 1554 5453
Faxed: 706-922-1377
U.S. Mail

November 8, 2016

Mr. Charles T. Squires
c/o Weinberger's Business Interiors
3021A River Watch Parkway
Augusta, GA 30907

Ref: RFP Item #16-238 Furniture for Public Defender's Office

Dear Mr. Squires:

The Augusta Procurement Department is in receipt of your undated Protest letter which was received in our office on Friday, November 4, 2016. This letter serves as Augusta's response to your protest.

In your letter, you are protesting Augusta's letter sent to you on October 28, 2016, which deemed your company Non-Compliant for not properly completing the Letter of Intent and Local Small Business Utilization forms. The completed forms were required at the time of submittal from all participating vendors. Due to the fact that your company did not meet the Local Small Business Opportunities Program goals, the Compliance Department notified the Procurement Department stating your company is Non-Compliant.

Whereas, the Compliance Department has stated your company is Non-Compliant for the above reasons, your request has been denied by this Department.

Your protest was received in a timely manner; therefore, in accordance to rules and regulations governing this process, *pursuant to Augusta, Georgia Guidelines and Procedures, Chapter 10, Article 9 (the "Procedures")*, this Bid is being placed on hold per the following code:

Stay of Procurements During Protests or Appeals. In the event of a timely protest under section 1-10-8 of this Article, the Procurement Director shall not proceed further with the solicitation or with the award of the contract.

If you would like to pursue your request further, *Augusta, Georgia Guidelines and Procedures, Chapter 10, Article 9 (the "Procedures")*, allows you the opportunity to appeal the decision of the Procurement Director within five (5) days as set forth below:

Room 605 - 535 Telfair Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811

www.augustaga.gov

Register at www.demandstar.com/supplier for automatic bid notification



Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia

Sec. 1-10-84. Appeals.

Appeal of a decision of the Procurement Director may be requested by the protestor or any department involved in the protest. The appeal shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted.

Sec. 1-10-85. Time for filing appeal.

Appeals of a decision of the Procurement Director shall be filed in the Procurement Department not later than five (5) business days after receipt of such decision.

Sec. 1-10-86. Request for hearing and effect of untimely appeal.

A contractor or prospective contractor that has been notified of a denial of its protest action may request in writing an appeal to the Augusta, Georgia Commission. All appeals must be received by the Procurement Department within five (5) business days. Appeals filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies. Where no appeal (or an untimely appeal) is filed, the Procurement Director's decision is considered final and the award shall proceed.

We would like to thank you for your interest in doing business with Augusta, Georgia and look forward to your company participating in future business opportunities. Please do not hesitate to contact us at (706) 821-2422 at any time when you have a concern and are preparing a future submission.

Sincerely,



Geri A. Sams
Procurement Director

cc: Janice Allen Jackson, Administrator (via email)
Louis Brazzell, Deputy Administrator (via email)
Kellie Irvin, Compliance Department (via email)
Takiyah Douse, Central Services Department
Rick Acree, Central Services Department
Andrew G. McKenzie, Esq., General Counsel, Augusta, GA
Kenneth S. Bray, Esq., Staff Attorney, Augusta, GA

Enclosure:

Augusta Procurement Code: Article 9

ARTICLE 9

APPEALS, PROTESTS AND REMEDIES

Sec. 1-10-81. Procurement protests.

Authority to Resolve Protested Solicitations and Awards.

- (a) *Right to Protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director.
- (b) *Authority to Resolve Protests.* The Procurement Director and the Administrator shall have the authority, prior to a final decision by the Commission, to settle and resolve the protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
- (c) *Decision of Procurement Director.* If the protest is not resolved by mutual agreement, the Procurement Director shall issue a decision in writing regarding the protest as specified in Section 1-10-83. The decision shall:
 - (1) state the reasons for the action taken; and
 - (2) inform the protester of its right to administrative review as provided in this Article.
- (d) *Notice of Decision.* A copy of the decision shall be mailed or otherwise furnished to the protestor and any other interested party.
- (e) *Finality of Decision.* A decision under Subsection (d) of this Section shall be final and conclusive, unless any person adversely affected by the decision files a timely appeal in accordance with Article 9 of this code.
- (f) *Stay of Procurements During Protests or Appeals.* In the event of a timely protest under section 1-10-82 of this Article, the Procurement Director shall not proceed further with the solicitation or with the award of the contract unless the Administrator, after consultation with the head of the using agency and General Counsel, makes determination that the award of the contract without delay is necessary to protect substantial interests of Augusta, Georgia. Such a determination may be made orally in a Committee

Meeting, a Commission Meeting or may be provided to the protestor in writing.

1-10-82. Filing of protest.

- (a) Protests shall be made in writing to the Procurement Director and shall be filed in within five (5) business days after the protestor knows or should have known of the facts giving rise thereto. A protest is considered filed when received by the Procurement Department. **Protests filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.**
- (b) *Subject of Protest.* Protestors may file a protest on any phase of solicitation or award including but not limited to specifications preparation, bid solicitation, award, or disclosure of information marked confidential in the bid or offer.
- (c) To expedite handling of protests, the written protest shall include as a minimum the following:
 - (1) the name and address of the protestor;
 - (2) appropriate identification of the procurement, and, if a contract has been awarded, its number;
 - (3) a statement of reasons for the protest; and
 - (4) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.
- (d) *Requested Information; Time for Filing.* Any additional information requested by any of the parties should be submitted within the time periods established Procurement Director in order to expedite consideration of the protest. Failure of any party to comply expeditiously with a request for information by the Procurement Director may result in resolution of the protest without consideration of any information which is untimely filed pursuant to such request.
- (e) *Making Information on Protests Available.* The Procurement Director shall upon written request make available to any interested party information submitted that bears on the substance of the protest except where

information is proprietary, confidential, or otherwise prohibited from disclosure or required to be withheld by law or regulation. Persons who wish to keep such information submitted by them confidential should so request by specifically identifying such information within documents submitted, and indicating on the front page of each document that it contains such information.

Sec. 1-10-83. Decision by the Procurement Director

Time for Decisions. A written decision on a protest shall be made by the Procurement Director within ten (10) business days after receiving all relevant, requested information. If a protest is sustained, the Procurement Director may determine that the solicitation or award violates the law; or may make a determination that the solicitation should be cancelled in order to comply with the applicable law.

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Appeal of a decision of the Procurement Director may be requested by the protestor or any department involved in the protest. The appeal shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted.

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A contractor or prospective contractor that has been notified of a denial of its protest action may request in writing an appeal to the Augusta, Georgia Commission. All appeals must be received by the Procurement Department within five (5) business days. **Appeals filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.** Where no appeal (or an untimely appeal) is filed, the Procurement Director's decision is considered final and the award shall proceed.

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- (a) Protests appearing on the Administrative Services Committee shall be treated as any other Committee agenda item, except that the Protestor, or his or her representative, shall have the right to address the Committee and to present evidence in support of the protest for a maximum of ten (10) minutes. The Procurement Director and user department, or their representative, shall also have the opportunity to present evidence relating to the protest for a maximum of ten (10) minutes. The Chairman of the Administrative Services Committee may grant additional time equally to each party at his or her discretion.
- (b) After considering the evidence presented, the Administrative Services Committee shall make a recommendation to grant or deny the protest, or to send the item to the full Augusta, Georgia Commission without recommendation. Regardless of the action taken by the Committee, the protest shall be forwarded to the full Commission agenda for a final decision. The Clerk of Commission shall make an audio recording of the protest hearing and shall make such recording available to Commissioners within two (2) business days following the hearing.
- (c) **Procedure to Speak to Full Commission Regarding Protest.**
A protestor seeking to speak to the full Commission regarding his or her protest must submit a request in writing, including his/her address and the name of the procurement being protested, no later than 5:00 p.m. on the Wednesday preceding the next regularly scheduled Commission meeting that follows the Administrative Services Committee protest hearing. Such request shall be provided to the Clerk of Commission with a copy to be provided to the Procurement Director. When the protest is heard by the Commission, the protestor and the Procurement Director shall each have five (5) minutes to summarize the arguments and evidence presented to the

Administrative Services Committee. The Commission will not hold a new hearing and will not accept new evidence. If the protestor has not made a timely request to address the full Commission, the Commission may, at its discretion, dispose of the agenda item via the Consent Agenda.

- (d) Effect of Failure to Appear at Hearing. Failure on the part of the Protestor to appear before either the Administrative Services Committee or the full Augusta, Georgia Commission is considered **an abandonment of their right to appeal and a failure on the part of the protestor to exhaust administrative remedies.** The Procurement Director's decision is considered final and the award shall proceed accordingly. However, the Chairman of the Administrative Services Committee or the Mayor may, at his or her discretion, grant the Protestor one continuance to the next regularly scheduled Committee or Commission Meeting. Such continuance may only be granted during the Committee or Commission meeting and shall be recorded on the minutes of such meeting.

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The Augusta, Georgia Administrator has the authority to:

- (a) communicate with the protestor and other interested parties to try to settle any dispute, or narrow the issues for matters to be presented to the Committee or Commission;
- (b) consult with the Procurement Director, the User Department and the General Counsel regarding the need for a stay pursuant to Section 1-10-81(f);
- (c) participate in all aspects of the procurement process as necessary to support the best interests of Augusta, Georgia.

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- (a) Hearings shall be as informal as may be reasonable and appropriate under the circumstances and in accordance with the applicable rules of the Administrative Services Committee and Commission. The Procurement Director shall provide the Administrative Services Committee and Commission with copies of the protest and the response of the Procurement Department.

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The Commission's decision regarding a Protest is the final step in the Appeals process for Augusta, Georgia. The parties shall have thirty (30) days to file a judicial appeal of any such decision. Such appeal shall be by writ of certiorari to the Superior Court of Richmond County.

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Decision of Augusta, Georgia Administrator. All claims by a contractor or vendor against Augusta, Georgia relating to a contract shall be submitted in writing to the Augusta, Georgia Administrator. The contractor or vendor may request a conference on the claims. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

Sec. 1-10-93. Augusta, Georgia's right to amend bid solicitations or awards that are in violation of law.

Applicability. This section applies where it is determined by administrative review that a solicitation or award of a contract is in violation of applicable law. For purposes of this section administrative review shall refer to a review by the Procurement Director and/or Augusta, Georgia Administrator in consultation with the General Counsel.

- (a) *Prior to bid opening or closing date for receipt of proposals.* If prior to the bid opening or the closing date for receipt of proposals, the Procurement Director, after consultation with the Augusta, Georgia Administrator, and the Augusta, Georgia General Counsel, determines that a solicitation is in violation of federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable laws.
- (b) *Prior to award.* If after bid opening or the closing date for receipt of proposals, the Procurement Director, after consultation with the Administrator or his designee, and the General Counsel determine that a solicitation or proposed award is in violation of federal, state or municipal

law, then the solicitation or proposed award shall be canceled.

- (c) *After award.* If, after an award, the Procurement Director, after consultation with the Administrator and the General Counsel, determines that a solicitation or award of a contract was in violation of applicable law, the following options shall be available to Augusta, Georgia:
- (1) The contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of Augusta, Georgia and the person or company awarded the contract has not acted fraudulently or in bad faith; or
 - (2) If services or work have not commenced under the contract, it may be terminated and declared null and void; or
 - (3) If services or work have commenced under the contract, it may be terminated and the person awarded the contract shall be compensated for the actual expenses reasonably incurred for partially performing and in terminating its performance under the contract.

3021A River Watch Parkway
Augusta, Georgia 30907

Weinberger's
BUSINESS INTERIORS

706-922-1370
Fax 706-922-1377

www.weinbergersfurniture.com

Dear Commission,

My name is Charles Squires, and I am an Account Executive with Weinberger's Business Interiors. I am writing this letter of appeal concerning RFP item #16-238 Furniture for Public Defender's Office. Weinberger's Business Interiors was the lowest bid response to this bid. Weinberger's Business Interiors was deemed non-compliant due to not meeting the Local Small Business Opportunities Program (LSBOP) goals. I am asking the commission to reverse the decision deeming the bid response non-compliant. I will outline the Good Faith Effort made by Weinberger's Business Interiors to meet the LSBOP and call into question the goal percentage and the process by which this goal was set.

The LSBOP goal of 8% was set forth for this project. The LSBOP goal was first brought into question at the pre-bid meeting on Friday, September 16, 2016. Weinberger's Business Interiors is not a general contractor, as the business operates as a furniture dealer and distributor. Dealerships represent the manufacturers and typically, have factory-certified installers. We employ our own installers, and the goal of 8% was not realistic. These issues were conveyed to Tamara Walton of the Compliance Department, to which she asked that one of the bidders to submit this question in writing by fax to 706-821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, September 20, 2016 @ 5:00 P.M.

Question #7 of Addendum 3 addresses the set aside as follows:

Question: Subcontracting/Supplier Small Business Requirement. We are not a General Contractor and operate differently as a furniture dealer/distributor. Typically, we have no subcontractors. Our suppliers are generally out of state/or out of the country depending on Owner's needs and specifications. We generally do our own in house installations to keep cost down. There are no certified/factory authorized installation companies on your approved/registered small business list. Our suppliers are manufacturers specified and proposed alternates that are neither a small business qualified nor local. Is this requirement going to stay and we have to go through the motions and expense just to be compliant? If we use an installer on products that are not authorized through factory training it can void warranties. We will comply but it does seem to apply to other type acquisitions.

Answer: The Local Small Business Opportunity Program Participation Goal on this procurement is 8%. This goal shall remain a requirement of this procurement. The use of Local Small Business Opportunity Program certified firm(s) is strongly encouraged. If a bidder is not able to meet the participation goal of 8%, he or she will be required to show an exhaustive Good Faith Effort (GFE). GFE efforts will be assessed based on the completion and submission of the

required GFE from and all supporting documentation indicating that an earnest effort was put forth to identify and qualify eligible certified firm(s) for subcontracting opportunities. Augusta, Georgia Procurement Department includes in each solicitation bid document detailed methods to achieve the GFE. In addition to printed GFE instructions, specific GFE strategies were provided by the Augusta, Georgia Compliance Department staff during the pre-bid meeting will be evaluated for compliance on all submitted bids.

The only local small business able to participate in this type of work, Q3 Office Installation, emailed a verbal quote to Weinberger's Business Interiors General Manager, Frank Mulherin. When I called Brad Trammell of Q3 Office Installation to follow up with filling out the LSBOP form, he did recall Frank Mulherin's email asking for a quote yet stated that he did not know the name of the project or start date. I told him the name of the project, estimated install date, and the number of installers required. Mr. Trammell then stated that he was going to be too busy and could not take the job. I reiterated his statement and confirmed that he would not be able to help with the installation of the Public Defender's Office. The Local Small Business Opportunity Program letter of intent was therefore left blank, and the call was documented on the Good Faith Efforts form. It was in my intention to subcontract what portions of the job that we could to Q3 Office Installations.

Before the opening of the bids, I discussed the bid process with Diane Tant of Modern Business Interiors, a competing company. I asked if she had difficulty with the LSBOP and if Brad Trammell of Q3 Office Installations gave her a quote. She stated that Q3 does all of her installations and that Modern Business did receive a quote from Q3 Office Installations. I replied that he had refused the Weinberger's Business Interiors' offer, stating that he was too busy. Therefore, Q3 Office Installations intentionally denied business to Weinberger's Business Interiors while granting business to Modern Business for the same bid. Please take my protest into consideration when awarding the bid. I did exhaust all possible options and did so in good faith. Our industry is a niche field, and we do not have the same ability to ask for local small business participation. We were also forced to not work employees of Weinberger's Business Interiors in order to try and facilitate some LSBOP goals. Thank you for your time and consideration.

Sincerely,



Charles Squires

Account Executive

Weinberger's Business Interiors



PROCUREMENT DEPT.
GERI A. SAMS, Director
Room 605/530 Greene Street
Augusta, Georgia 30901
(706) 821-2422

Date 15 NOV 14 AM 10:21

Company Name Weinberger's

Bid Item# 16-238 Letter of Appeal

Sign [Signature]

Comments PG / HD

Weinberger's

BUSINESS INTERIORS
3021A Riverwatch Parkway
Augusta, Georgia 30907

www.weinbergersfurniture.com

Complete Business Furnishings
and Interior Design



Procurement Department

Mrs. Geri Sams, Director

Certified Mail Receipt: 7006 2150 0002 3723 8635

Faxed: 706-922-1377

U.S. Mail

November 22, 2016

Mr. Charles T. Squires
c/o Weinberger's Business Interiors
3021A River Watch Parkway
Augusta, GA 30907

Ref: Bid Item #16-238 Furniture for Public Defender's Office

Dear Mr. Squires:

The Augusta Procurement Department is in receipt of your undated Appeal letter which was received in our office on Monday, November 14, 2016. This letter serves as Augusta's response to your Appeal.

The Augusta Procurement Department has denied the protest received by Weinberger's Business Interiors. The company submitted a Bid for the above referenced Bid Item. Weinberger's Business Interiors did not return the required Letter of Intent, Local Small Business Utilization Form, did not meet the minimum participation and has 0% utilization. In addition, the company has not satisfied the good faith efforts required by the Compliance Department - Local Small Business Opportunity Program. The following information is provided regarding the appeal hearing.

An appeal hearing before the Administrative Services Committee is scheduled for Tuesday, December 13, 2016 at 1:00 p.m. at the following address:

Lee Beard Commission Chambers
535 Telfair Street, Room 260
Augusta, GA 30901

Weinberger's Business Interiors and or your representatives, shall have the right to address the Committee and to present evidence in support of your appeal for a maximum of ten (10) minutes. The Procurement Director and user department, or their representatives, shall also have the opportunity to present evidence relating to the appeal for a maximum of ten (10) minutes.

Room 605 - 535 Telfair Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811

www.augustaga.gov

Register at www.demandstar.com/supplier for automatic bid notification



Scan this QR code with your
smartphone or camera equipped
tablet to visit the Augusta, Georgia

The Chairman of the Administrative Services Committee may grant additional time equally to each party at his or her discretion.

Sincerely,



Geri A. Sams, Procurement Director

cc: All Sent Via Email
Janice Allen Jackson, Administrator
Louis Brazzell, Deputy Administrator
Kellie Irvin, Compliance Department
Takiyah Douse, Central Services Department
Rick Acree, Central Services Department
Katherine Mason, Public Defender's Office
Andrew G. McKenzie, Esq., General Counsel, Augusta, GA
Kenneth S. Bray, Esq., Staff Attorney, Augusta, GA

Enclosure:

Augusta Procurement Code: Article 9

ARTICLE 9

APPEALS, PROTESTS AND REMEDIES

Sec. 1-10-81. Procurement protests.

Authority to Resolve Protested Solicitations and Awards.

- (a) *Right to Protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director.
- (b) *Authority to Resolve Protests.* The Procurement Director and the Administrator shall have the authority, prior to a final decision by the Commission, to settle and resolve the protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
- (c) *Decision of Procurement Director.* If the protest is not resolved by mutual agreement, the Procurement Director shall issue a decision in writing regarding the protest as specified in Section 1-10-83. The decision shall:
 - (1) state the reasons for the action taken; and
 - (2) inform the protester of its right to administrative review as provided in this Article.
- (d) *Notice of Decision.* A copy of the decision shall be mailed or otherwise furnished to the protestor and any other interested party.
- (e) *Finality of Decision.* A decision under Subsection (d) of this Section shall be final and conclusive, unless any person adversely affected by the decision files a timely appeal in accordance with Article 9 of this code.
- (f) *Stay of Procurements During Protests or Appeals.* In the event of a timely protest under section 1-10-82 of this Article, the Procurement Director shall not proceed further with the solicitation or with the award of the contract unless the Administrator, after consultation with the head of the using agency and General Counsel, makes determination that the award of the contract without delay is necessary to protect substantial interests of Augusta, Georgia. Such a determination may be made orally in a Committee

Meeting, a Commission Meeting or may be provided to the protestor in writing.

1-10-82. Filing of protest.

- (a) Protests shall be made in writing to the Procurement Director and shall be filed in within five (5) business days after the protestor knows or should have known of the facts giving rise thereto. A protest is considered filed when received by the Procurement Department. **Protests filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.**
- (b) *Subject of Protest.* Protestors may file a protest on any phase of solicitation or award including but not limited to specifications preparation, bid solicitation, award, or disclosure of information marked confidential in the bid or offer.
- (c) To expedite handling of protests, the written protest shall include as a minimum the following:
 - (1) the name and address of the protestor;
 - (2) appropriate identification of the procurement, and, if a contract has been awarded, its number;
 - (3) a statement of reasons for the protest; and
 - (4) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.
- (d) *Requested Information; Time for Filing.* Any additional information requested by any of the parties should be submitted within the time periods established Procurement Director in order to expedite consideration of the protest. Failure of any party to comply expeditiously with a request for information by the Procurement Director may result in resolution of the protest without consideration of any information which is untimely filed pursuant to such request.
- (e) *Making Information on Protests Available.* The Procurement Director shall upon written request make available to any interested party information submitted that bears on the substance of the protest except where

information is proprietary, confidential, or otherwise prohibited from disclosure or required to be withheld by law or regulation. Persons who wish to keep such information submitted by them confidential should so request by specifically identifying such information within documents submitted, and indicating on the front page of each document that it contains such information.

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Weinberger's

BUSINESS INTERIORS

3021A Riverwatch Parkway • Augusta, GA 30907

P: 706-922-1370

www.weinbergersfurniture.com

Augusta
GEORGIAPROCUREMENT DEPT.
GERI A. SAMs, Director
Room 605/530 Greene Street
Augusta, Georgia 30901
(706) 821-2422

Date _____

Company Name

Weinberger's

Bid Item#

16-238

Sign



Comments

Hand Delivered

Spencer*Weinberger's Furniture*
*Charles T. Squires**Received 11/10/16***Sealed Bid****Bid Item # 16-238****Furniture for Public Defenders Office****Due: Tuesday, October 18, 2016 @ 11:00a****Ms. Geri A. Sams, Director****Augusta Procurement Department****35 Telfair Street, Suite 605****Augusta, Georgia 30901**



Bid Specifications

Bid Item #16-238

Furniture for Public Defender's Office

For

Augusta, Georgia – Central Services Department – Facilities

Bid Due: Tuesday, ~~October 4~~, 2016 @ 11:00 a.m.

October 18,

One Original, Four (4) Copies of RFP shall be submitted

Thanks for doing business with us . . .

***Geri A. Sams, Procurement Director
535 Telfair Street, Room 605
Augusta, Georgia 30901***



NOTICE TO ALL BIDDERS

(PLEASE READ CAREFULLY)

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Attachment B 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)

Attachment B Must be Notarized & the 2 Pages Must be returned with your submittal - No Exceptions.

Business License Requirement: Contractor 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 on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a Bid. For further information contact the License and Inspection Department @ 706 312-5050.

Acknowledgement of Addenda: You Must acknowledge all Addenda. See Page 1 of Attachment B.

E-Verify * User Identification Number (Company I.D.) The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU)

Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)

Return Only If Applicable:

1. The Exception Sheet (if applicable)

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

WARNING:

Please review "Notice to Bidders" regarding Augusta Georgia's Local Small Business Opportunity Program Bidder Requirements.

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

Bids are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a Bid.

THIS CERTIFICATE IS TO BE POSTED IN A CONSPICUOUS PLACE IN THE BUSINESS HEREIN DESCRIBED.

**BUSINESS
CERTIFICATE**

AUGUSTA 2016

MAILING ADDRESS INFORMATION
AUGUSTA FURNITURE MARKET
3021 RIVERWATCH PKWY
AUGUSTA, GA 30907

THIS CERTIFICATE EXPIRES
12/31/2016

BUSINESS LICENSE # LCB19990000579

ISSUE DATE: 02/01/2016

CERTIFICATE ISSUED IN THE NAME OF: AUGUSTA FURNITURE MARKET

CLASSIFICATION(S):
44211 - FURNITURE STORES (1)

BUSINESS TYPE: BUSINESS

BUSINESS LOCATION: 3021 A Riverwatch Pkwy, Augusta, GA 30907

CERTIFICATE HOLDER INFORMATION:
AUGUSTA FURNITURE MARKET

THIS OCCUPATIONAL TAX CERTIFICATE IS VALID FOR CALENDAR YEAR ENDING 12/31/2016 AND IS SUBJECT TO RENEWAL BY 1/31/2017. THE PLANNING AND DEVELOPMENT DEPARTMENT SHALL HAVE THE RIGHT TO SUSPEND ANY CERTIFICATE IF THE BUSINESS VIOLATES ANY LAW OR ORDINANCE OF THE UNITED STATES, THE STATE OF GEORGIA, OR AUGUSTA, GEORGIA.



Melanie Wilson, Director
Planning and Development Department

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

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Conflict of Interest

By submission of a proposal, 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 RFP, and
 2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this RFP, 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 RFP.

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 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 proposal 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

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 Augusta, Georgia Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91. The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Augusta, Georgia Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Augusta, Georgia Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

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

****E-Verify * User Identification Number (Company I.D.)** 296310

NOTE: E-VERIFY USER IDENTIFICATION NUMBER (COMPANY I.D.) MUST BE PROVIDED: IN ADDITION, THE RECOMMENDED AWARDED VENDOR WILL BE REQUIRED TO PROVIDE A COPY OF HOMELAND SECURITY'S MEMORANDUM OF UNDERSTANDING (MOU)

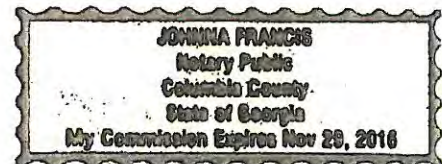
The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissioners specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as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

Augusta Furniture Mkt dba Weinbergs
 Company Name

BY: [Signature]
 Authorized Officer or Agent
 (Contractor Signature)

Account Executive
 Title of Authorized Officer or Agent of Contractor

Charles Squires
 Printed Name of Authorized Officer or Agent



SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 13 DAY OF OCT, 2016

[Signature]
 Notary Public

NOTARY SEAL

My Commission Expires: 11-29-16

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Rev. 2/17/2016

Bid Item 16-238 Furniture for Public Defender's Office

Bid Due Tuesday, October 4, 2016 @ 11:00 a.m.

Page 7 of 59



You Must Complete and Return 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 bid for an Augusta, Georgia contract for #16-238 Furniture for Public Defender's Office
[Bid Project Number and Project Name]

Charles Squires

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

Augusta Furniture Market dba Weinbergers

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

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

OR

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

OR

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]
 Signature of Applicant

Charles Squires
 Printed Name

* Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 13 DAY OF OCT, 2016

[Signature]
 Notary Public

My Commission Expires: 11-29-16

NOTARY SEAL

Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

REV. 2/17/2016



Bid Item 16-238 Furniture for Public Defender's Office
 Bid Due Tuesday, October 4, 2016 @ 11:00 a.m.
 Page 8 of 59

EXHIBIT II
BID FORM

FROM:

NAME: Augusta Furniture Market, DBA Weinberger'sADDRESS: 3021 Riverwatch PkwyAugusta, GA 30907TELEPHONE: (706) 860 9494LICENSE NO.: LCB19990000579SUBJECT: **Augusta Circuit Public Defender's Office****Furniture & Furnishings**

The above Bidder is:

☐ An Individual☒ A Company☐ A Corporation☐ A Partnership☐ A Joint Venture consisting of _____

and _____

and _____

(SEAL IF A CORPORATION)

1. BID PROPOSAL

The undersigned, as Bidder, declares and represents that they have examined the Contract Documents and informed themselves fully in regard to all conditions pertaining to the Work is to be done, including those conditions affecting the cost of the Work and the delivery; they have examined and read the Bidding Documents; and they have satisfied themselves that the Bidding Documents are an adequate and acceptable reflection of the Work which is required to be performed, and that they are willing and able to perform all of the Work they are bidding based upon the information and representations contained within the Bidding Documents. The Bidder hereby agrees that no additional information is required to complete the Work encompassed by this Bid, within the cost and schedule constraints established and agreed upon within these Bidding Documents.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Augusta –Richmond County (Owner), in the form of Contract specified, to provide furniture, furnishings and equipment as specified; transportation; full and final installation and other facilities and services as necessary and/or required to execute the Work being bid in complete accordance with the shown, noted, and reasonably intended requirements of the Contract Documents and to the full satisfaction of Augusta-Richmond County and their representatives.

2. UNIT BID FORM- attached separately

The Bidder is required to provide the attached unit bid form as the basis of their bid. Unit prices for each item listed shall be inclusive of all fabrication, delivery, full and final installation and overhead and profit. This will be used to evaluate the bid responses to assure accuracy and completeness of all bids. It will also be the basis used for any item provision adjustments made in the process of the project. There is a separate line item for installation costs. No taxes are required for this government project.

Note: The Bidder may attach a computer spreadsheet printout in lieu of filling in the attached table, as long as all requested information is provided in the format indicated in the attachment.

3. SCHEDULE

The Bidder agrees to commence Work under this Contract on a date to be specified in the written Notice to Proceed from the Owner, with installation ready to commence as the building construction schedule progresses. Further clarification of an installation schedule will be coordinated with the Contractor during the course of the project, in relation to the construction schedule and coordination of multiple contractors on the job-site.

4. SAMPLE INSURANCE CERTIFICATE

The Bidder must submit a sample insurance certificate as part of his proposal. This certificate shall include the phone number and personal contact for the insurance carrier so that verification may be facilitated.

5. CONCLUSIONS

It is understood that the Owner shall have the right to waive any informality or irregularity in any bid received, and that it will have the right to reject any or all bids and to rebid the Contract.

6. ACKNOWLEDGEMENT OF TERMS AND CONDITIONS:

Bidder shall acknowledge agreement with each statement by placing a check mark within the parenthesis to left.

- [✓] 6.01 All materials furnished will be subject to the approval of Augusta.
- [✓] 6.02 All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, September 20, 2016 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.
- [✓] 6.03 Prices must be guaranteed for a minimum of sixty (60) days after bids have been opened, pending the execution of contract with the successful bidder.
- [✓] 6.04 Provide one (1) original unbound, and four (4) bound copies of Exhibit II, the "Form of Proposal", and all appropriate documentation. Failure to provide four copies may result in the rejection of the bid.
- [✓] 6.05 Proposer is not an employee of Augusta.
- [✓] 6.06 All warranties, expressed or implied, must be submitted in writing with the bid package and will become a part of the vendor's formal offering.
- [✓] 6.07 Equal products by other than the specified manufacturer must be approved by the owner in advance in the specified format. It is the responsibility of the firm to demonstrate, to the owner's satisfaction, that their product is equal in quality and performance.

7. PRICING:

The undersigned firm proposes to undertake the referenced project as shown in this Invitation to Bid, and all exhibits, at the following quoted lump sum price (Exhibit III):

\$ Two hundred seventy eight thousand three hundred and four dollars = 98/100 Dollars (\$ 278,304.98)

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this Request for Bids and certify that I have signatory authority to bind the firm to the terms of this document.

Respectfully submitted:

By: _____

(Authorized signature)

Name: _____

Title: _____

X Attachments required to be part of the submitted proposal in accordance with the Instructions to Bidders are:

1. Bid Form with Unit Bid Form sheet(s)
2. Insurance Information Form

All attachments are required to be included with the Bid. No bids will be considered to be acceptable without all attachments.

OFFEROR MUST RETURN THIS COMPLETED FORM WITH THE PROPOSAL

BID ITEM: 161-138
Furniture and Panels Systems Workstations
Public Defender's Office

EXHIBIT III

Revised 09/27/16

Tag	Mfg	Unit Qty	Unit Cost	Total	Component Part Number	Component Part Description	Components/ unit
BC1	F.E. Hale	1	1,573.31	1,573.31	3624SCL	Mohawk Series Bookcase Double-Faced Starter 36"H x 36"W x 24"D - Oak Finish	1
					3624ACL	Mohawk Series Bookcase Double-Faced Adder 36"H x 36"W x 24"D - Oak Finish	1
					C3636BK2	Mohawk Series Bookcase Double-Faced Back Panel/Partition - Oak Finish	2
BC2	F.E. Hale	3	937.69	2,812.07	8412SCL	Mohawk Series Bookcase Single-Faced Starter - Oak Finish	1
					C8436BK1	Mohawk Series Bookcase Single-Faced Back Panel - Oak Finish	1
CH1	Allseating	50	402.67	20,132.50	92040-CA	Zip, Fully Upholstered, Conference, Midback, Synchro Tilt, Conference Arms	1
					C1	Upholstered Cap	
					SS	Seat Slider	
					HAB	High Profile Aluminum Base with 65mm (2.5") Casters	
					(9)	Upholstery: Turner	
					FV-TCHIN	Color: Chinchilla	
CH2	Allseating	28	395.11	11,062.08	95040-4D	Zip, Mesh Back, Task, Midback, Synchro Tilt, 4 Dimensional Arm	1
					HM	Horizontal Mesh	
					SS	Seat Slider	
					(17)	Upholstery: Touche	
					FV-TSPAC	Color: South Pacific	
					95040-CA	Zip, Mesh Back, Conference, Midback, Synchro Tilt, Conference Arms	1
CH3	Allseating	48	357.70	17,172.44	BA	Black Arm Pads	
					HM	Horizontal Mesh	
					HAB	High Profile Aluminum Base with 65mm (2.5") Casters	
					(17)	Upholstery: Touche	
					FV-TSPAC	Color: South Pacific	
					95040-NA	Zip, Mesh Back, Task, Midback, Synchro Tilt, No Arms	1
CH4	Allseating	40	342.77	13,710.80	HM	Horizontal Mesh	
					HAB	High Profile Aluminum Base with 65mm (2.5") Casters	
						Upholstery: Momentum Beeline	
						Color: Forge	
CH5	Allseating	50	192.29	9,614.50	39054-NA	Multiflex, No Arms	1
					SIL	Silver (Standard)	
					SL	Color: Slate	
					PY	Polypropylene Seat	
CH6	Allseating	25	205.46	5,136.50	39054-WA	Multiflex, with Arms	1
					SIL	Silver (Standard)	
					SL	Color: Slate	
					PY	Polypropylene Seat	
CH7	Allseating	6	168.52	1,011.12	MULTI DOLLY-12	Multi Dolly, Stacks 12 High, 44"Hx29"Wx16.5"D	1
CH8	NOF	98	392.20	38,415.60	MSSEE	ADMIRE, GUEST CHAIR, HALF UPHOLSTERED BACK, ARMS	1
					MOMC	Upholstery: MOMENTUM GRADE C	
					09137344	Color: COVER CLOTH CYAN	
					792	Finish: SABLE	
CH9	Cherryman	19	116.19	2,207.61	MUS01-WHT	Muse Chair. White Shell.	1
					MUS02-WOD	Muse Chair. Wood Grain Legs.	1
CH10	GRP	6	752.18	4,513.05	TE1	TERRA - 1-seat Armchair, Spacing on Seat Sides	1
					E8	Metallic Silver Frame	
						Upholstery: ArcCom - Spin	
						Color: Sand	

BID ITEM: 161-138
Furniture and Panels Systems Workstations
Public Defender's Office

EXHIBIT III

Revised 09/27/16

Tag	Mfg	Unit Qty	Unit Cost	Total	Component Part Number	Component Part Description	Components/unit
CH11	Spec	4	122.75	495	4020	Bean Stool	1
					SILVER	Frame: Silver	
					WILSONART	Wilsonart Laminates	
					TOR	GREY MESH 4877-38	
					PVF	PVC Flat Profile Edge	
					RAL1003	RAL 1003	
CH12	GRP	3	637.92	1,913.76	CU305	CUBE 300 - Armless Chair, Legless	1
					SL	Upholstery: Silvertex Vinyl	
					24	Color: UC Silvertex-Meteor	
					CU301M	CUBE 300 - Single-section Base (Legs)	1
					EB	Metallic Silver Frame	
CH15	GRP	9	1521.16	13,709.44	CU303M	CUBE 300 - Triple-section Base (legs)	1
					EB	Metallic Silver Frame	
					CU302	CUBE 300 - Armless Chair, Legless	1
					SL	Upholstery: Silvertex Vinyl	
					24	Color: UC Silvertex-Meteor	
					CU303	CUBE 300 - Left-side Armchair, Legless	1
					SL	Upholstery: Silvertex Vinyl	
					24	Color: UC Silvertex-Meteor	
					CU304	CUBE 300 - Right-side Armchair, Legless	1
					SL	Upholstery: Silvertex Vinyl	
					24	Color: UC Silvertex-Meteor	
CH16	GRP	2	383.40	766.80	CU301M	CUBE 300 - Single-section Base (Legs)	1
					EB	Metallic Silver Frame	
					CU301	CUBE 300 - Ottoman, Legless	1
					SL	Upholstery: Silvertex Vinyl	
					24	Color: UC Silvertex-Meteor	
D1	GRP	50	1,209.43	64,471.50	TNNS-MQTL2	SQUARE LEG - Silver Metal w/Casters	2
					T1NN-RCT2448	RECTANGULAR TOP - smooth edge, 48"W x 24"D 2 PCS	1
					HZN	Wood Grain: Hazelnut	
					C3-TD3672	Rectangular Surface	1
					HZN	Wood Grain: Hazelnut	
					C3-MP1523UF	Mobile Pods U/U 15x23, Keyed alike per office	1
					HZN	Wood Grain: Hazelnut	
					C3-201873B	Bookcase w/Doors, 18x20x73, Keyed alike per office	1
					HZN	Wood Grain: Hazelnut	
MC	GRP	1	534.60	534.60	T1NS-MS203636	MOBILE SERVING CART - Silver Accent, w/2 Doors, 36"W x 20"D x 36"H	1
					HZN	Wood Grain: Hazelnut	
MS1	GRP	2	1,932.50	3,865	C3-BS203633	Bookcase, 18x36x33	2
					...	Wood Grain: Hazelnut	
					M1NNN-DV3636	1" TFL - PIGEONHOLES, VERTICAL-33, SMOOTH EDGE, 36"H x 16" D x 36" W	2
					...	Wood Grain: Hazelnut	
MS2	GRP	2	607.60	1,215.20	M1NNN-DV3636	1" TFL - PIGEONHOLES, VERTICAL-33, SMOOTH EDGE, 36"H x 16" D x 36" W	1
					HZN	Wood Grain: Hazelnut	
T1	GRP	16	315.36	5,045.76	TNNS-MTB24	T-BASE - Silver Metal w/Casters	1
					T1NN-RCT3072	RECTANGULAR TOP - smooth edge, 72"W x 30"D 3 PCS	
					HZN	Wood Grain: Hazelnut	
T2	Spec	10	603	6,030	36D-DISC	36" Round Top with Disc Round Base	1

BID ITEM: 161-138
Furniture and Panels Systems Workstations
Public Defender's Office

EXHIBIT III

Revised 09/27/16

Tag	Mfg	Unit Qty	Unit Cost	Total	Component Part Number	Component Part Description	Components/ unit
					LAM	Laminate Top	
					WILSONART	Wilsonart Laminates	
					TOR	11104-78	
					SE	Laminate Self Edge	
					NICKEL	Nickel	
T3	Berco	5	311.58	1557.90	Starfire 36SQ	Starfire 36" Square, Star base, Color Battleship, edge-P12 flat PVC, Color: Cashmere, Laminate Top: Wilsonart Pewter Mesh 4878-38	1
T4	Spec	1	310.50	310.50	3030SQ BEAN	Bean 30 x 30 Square Freestanding Table	1
					SILVER	Frame: Silver	
					WILSONART	Wilsonart Laminates	
					TOR	GREY MESH 4877-38	
					PVF	PVC Flat Profile Edge	
					RAL1003	RAL 1003	
T5	GRP	8	478.36	3826.88	HRT24-E	Hip-Hop Round Table, 24" Dia E-Base, Laminate Top, Upholstered Sides	1
					EB	Metallic Silver Frame	
					HZN	Wood Grain: Hazelnut	
						Upholstery: Momentum - Cover Cloth	
						Color: Cyan	
T6	GRP	1	355.68	355.68	CU3-T3030	CUBE 300 - Square Table, 30W x 30D	1
					EB	Metallic Silver Frame	
					HZN	Wood Grain: Hazelnut	
T7	GRP	1	292.68	292.68	CU3-T2424	CUBE 300 - Square Table, 24W x 24D	1
					EB	Metallic Silver Frame	
					HZN	Wood Grain: Hazelnut	
T8	Mayline	20	105.55	2,111	77302	Event Series Folding Table 30" x 72"	1
T9	Mayline	1	239.20	239.20	7730WC	Table Cart Capacity:20	1
T10	GRP	2	707.11	1,414.22	HRT36-E	Hip-Hop Round Table, 36" Dia E-Base, Laminate Top, Upholstered Sides	1
					EB	Metallic Silver Frame	
					HZN	Wood Grain: Hazelnut	
						Upholstery: Momentum - Cover Cloth	
						Color: Cyan	
WS1	GRP	1	5,000.89	5,000.89	VLGC-BAR49	WS SUPPORT, WS Reinforcement Bar for Surface Length of 54L, Black (1)	3
					VACP-2	WS SUPPORT, Cantilever Brackets, Standard, Pair	3
					,TR-	SELECT Trim/Metal Color	
					K	Charcoal	
					VPF2-24-F	STORAGE, Pedestal, Fixed, Recessed Pull, Metal Fronts, F/F, Keyed alike per cubicle	3
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPPA-5036-NIN	PANEL, Acoustical, 50H X 36W, Non-Powered, W/O Elect. Access or Knock Outs	7
					,S4-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPSG-1436-F-SK-1E	PANEL, Frosted Acrylic, Stack-On, for Acoustical Base Panel, 14H X 36W	4
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VNWW-64	COMPONENT, Wall Mount, 64H	4
					,TR-	SELECT Trim/Metal Color	
					R	Beige	

BID ITEM: 161-138
Furniture and Panels Systems Workstations
Public Defender's Office

EXHIBIT III
 Revised 08/27/16

Tag	Mfg	Unit Qty	Unit Cost	Total	Component Part Number	Component Part Description	Components/ unit
					VUWE-4872-441GSL	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	2
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
					VB3R-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Right, Full Pull, 51H X 24D, Keyed alike per cubicle	2
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VB3L-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Left, Full Pull, 51H X 24D, Keyed alike per cubicle	1
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VUWE-4872-441GSR	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	1
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
WS1.2	GRP	1	5008.09	5008.09	VUSE-24	WS SUPPORT, End Panel, for 24D Surfaces	1
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
					VLGC-BAR49	WS SUPPORT, WS Reinforcement Bar for Surface Length of 54L, Black (1)	3
					VACP-2	WS SUPPORT, Cantilever Brackets, Standard, Pair	3
					,TR-	SELECT Trim/Metal Color	
					K	Charcoal	
					VPF2-24-F	STORAGE, Pedestal, Fixed, Recessed Pull, Metal Fronts, F/F, Keyed alike per cubicle	3
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPPA-5036-NN	PANEL, Acoustical, 50H X 36W, Non-Powered, W/O Elect. Access or Knock Outs	7
					,S4-	GALEY - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPSG-1436-F-SK-1E	PANEL, Frosted Acrylic, Stack-On, for Acoustical Base Panel, 14H X 36W	4
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VNW-64	COMPONENT, Wall Mount, 64H	4
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VUWE-4872-441GSL	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	2
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
					VB3R-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Right, Full Pull, 51H X 24D, Keyed alike per cubicle	2
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VB3L-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Left, Full Pull, 51H X 24D, Keyed alike per cubicle	1
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VUWE-4872-441GSR	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	1
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
					VUSE-24	WS SUPPORT, End Panel, for 24D Surfaces	1
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	

BID ITEM: 161-138
Furniture and Panels Systems Workstations
Public Defender's Office

EXHIBIT III
 Revised 09/27/16

Tag	Mfg	Unit Qty	Unit Cost	Total	Component Part Number	Component Part Description	Components/ unit
W52	GRP	1	6098.71	6098.71	VPF2-24-F	STORAGE, Pedestal, Fixed, Recessed Pull, Metal Fronts, F/F, Keyed alike per cubicle	4
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VACP-2	WS SUPPORT, Cantilever Brackets, Standard, Pair	4
					,TR-	SELECT Trim/Metal Color	
					K	Charcoal	
					VACB-1	Corner Bracket	4
					VERC-1	ELECTRICAL, Duplex Receptacle, Common Ground, 3-Circuit (PKG/6)	2
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPPA-5036-PC	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access/Com. KO	4
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPPA-5036-PP	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access	4
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VP5G-1436-F-SK-1E	PANEL, Frosted Acrylic, Stack-On, for Acoustical Base Panel, 14H X 36W	4
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VUWE-4872-441GSL	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	4
					,G-	Laminate Finish	
					H2N	Wood Grain: Hazelnut	
					VB3R-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Right, Full Pull, 51H X 24D, Keyed alike per cubicle	4
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VTCP-4	COMPONENT, Finish Post Top Cap, Four-Way	1
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VEB-1	ELECTRICAL, Base Feed, Hardwire, 3-Circuit, Liquid Tight, 4' Long Cable	1
W53	GRP	1	8907.41	8907.41	VPPA-5036-PP	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access	7
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPPA-5036-PC	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access/Com. KO	3
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPPA-5036-NN	PANEL, Acoustical, 50H X 36W, Non-Powered, W/O Elect. Access or Knock Outs	4
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	

BID ITEM: 161-138
Furniture and Panels Systems Workstations
Public Defender's Office

EXHIBIT III

Revised 09/27/16

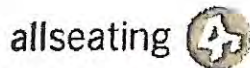
Tag	Alt	Unit Qty	Unit Cost	Total	Component Part Number	Component Part Description	Components/ unit
					VB3L-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Left, Full Pull, 51H X 24D, Keyed alike per cubicle	3
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VB3R-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Right, Full Pull, 51H X 24D, Keyed alike per cubicle	3
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VUWE-4872-441GSR	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	3
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
					VUWE-4872-441GSL	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	3
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
					VPF2-24-F	STORAGE, Pedestal, Fixed, Recessed Pull, Metal Fronts, F/F, Keyed alike per cubicle	6
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPSG-1436-F-SK-1E	PANEL, Frosted Acrylic, Stack-On, for Acoustical Base Panel, 14H X 36W	9
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VERC-1	ELECTRICAL, Duplex Receptacle, Common Ground, 3-Circuit (PKG/6)	2
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VEB-1	ELECTRICAL, Base Feed, Hardwire, 3-Circuit, Liquid Tight, 4' Long Cable	1
					VACP-2	WS SUPPORT, Cantilever Brackets, Standard, Pair	6
					,TR-	SELECT Trim/Metal Color	
					K	Charcoal	
					VACB-1	Corner Bracket	6
					VVPS-64-F3	COMPONENT, Finish Post, Three-Way, Metal, Full Height Application, 3 Alignment Tabs, 64H	1
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					,TR-	SELECT Top Cap Trim/Metal Color	
					R	Beige	
					VTCP-4	COMPONENT, Finish Post Top Cap, Four-Way	1
WS4	GRP	1	16,340.78	16,340.78	VPPA-5036-PP	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access	11
					,S4-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPPA-5036-PC	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access/Com. KO	5
					,S4-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPPA-5036-NN	PANEL, Acoustical, 50H X 36W, Non-Powered, W/O Elect. Access or Knock Outs	6
					,S4-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VB3L-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Left, Full Pull, 51H X 24D, Keyed alike per cubicle	5



Warranty

We are pleased to provide the initial purchaser with a *Lifetime Structural Warranty* against defects in design, construction and materials. Finishes and cover materials are warranted for two years subject to normal wear and tear. Our warranty will not apply where there is evidence of alteration, misuse, negligence or abuse. No warranty shall apply to COM fabrics. During the warranty period, we will repair, or at our option, replace any product where we are satisfied the product is defective. Decisions on warranty rest solely with Spec. The customer must prepay all freight charges for items being returned for service. If a claim is accepted, we will gladly refund the charges incurred.





Our 10-year Parts and Labor Warranty

At Allseating, we pride ourselves in engineering products that stand up in today's demanding work environments. So if you receive a product from us that doesn't measure up to your expectations, we promise to swiftly investigate and solve the problem.

Seating and Work Tools

Our warranty is simple. We cover all our products and the components we use to make them – for 10 years. This includes pneumatic cylinders, foam, thermoplastics, urethanes, arm pads and mechanisms. And we pay for all preapproved labor costs.

Lighting

Allseating lighting products are covered for 1 year, assuming normal use 8 hours per day 5 days a week.

Warranty Resolution

We understand that dealing with warranties is often frustrating. So we developed a dedicated Warranty Response Team to eliminate any headaches. They're specially trained to expedite any warranty-related issue, so you can get back to business quickly and painlessly.

Contact our Warranty Response Team at warranty@allseating.com or toll free at 1(800)563-3502.

Applicable Provisions to All Products and Services

Allseating products, including those designated for Multi-Shift, are warranted to be free from defects in materials and workmanship for a period of 10 years from original date of purchase. This warranty applies to all chair models and extends to original purchasers who acquire new product directly from Allseating or our authorized dealers.

During the warranty period, Allseating, at its sole discretion, will repair or replace (at its option) any product, part or component covered by this warranty that fails under normal use due to defective materials or workmanship. Allseating will repair or replace the defective product, part or component with comparable product, part or component. To be eligible for this warranty coverage, all products, parts or



components must be installed, used and maintained in accordance with Allseating's published instructions and must not have been subject to misuse or abuse.

Allseating does not warrant the following:

- Failure resulting from normal wear and tear
- Natural variations, scars, marks or wrinkles occurring in leather
- Colourfastness of textiles
- Colour matching of textiles exactly to samples or swatches
- COM or COL fabrics
- Products exposed to extreme environmental conditions or improper storage conditions
- Chairs used by individuals who weigh in excess of 325 lbs.

Allseating's products meet the requirements of national and specific local codes as stated in the price book and other written publications. Please visit the company's website at allseating.com for further details regarding product specifications.

This document inclusively describes Allseating's warranty and remedies available with respect to the company's products and services. Allseating disclaims any other warranty whether express or implied, statutory or otherwise, in relation to the company's products and services.

To the extent allowed by law, any implied warranties, including any warranty of merchantability or fitness for a particular purpose, are disclaimed and to the extent they are legally required, are limited in duration to the duration of this written warranty.

Allseating shall not be liable for loss of time, inconvenience, commercial loss, or incidental or consequential damages.

SEATING LIMITED LIFETIME WARRANTY

The Company warrants to the original end user that this product will be free from defects in its material and workmanship when used in a Single Shift (standard 8 hour day, 5 days per week) by a person weighing less than 250 lbs except as set forth below:

5 year warranty for fabric, leather, foam, knit back, mesh and plastic

THE COMPANY DOES NOT WARRANT:

- Product abuse or misuse
- User modification of or attachments to the product
- Products or parts not used, maintained or installed in accordance with the Company's installation, maintenance and/or applicable guidelines
- Products that are exposed to extreme environmental conditions and/or have been subject to improper storage
- Floor samples or display models
- Products purchased "as is" and/or secondhand
- Products sold by unauthorized dealers
- Creasing and/or gathering of textiles during upholstery application process
- Minor irregularities of color, surface, grain, and texture
- Minor variations of color in textiles
- Variations of texture and natural markings such as neck wrinkles, scratches, backbone marks and stretch marks in leather
- Color matching of textiles exactly to samples, swatches or prior purchases

The Company will repair or replace with a comparable product, at its option, without charge to the original purchaser, only defective products or parts found defective during the Warranty Period. If requested by the Company, the original purchaser must return the part or product with freight or other shipping charges prepaid.

This warranty shall be effective for the applicable time period beginning from date of purchase as shown on original purchaser's original receipt or other proof of purchase.

Under no circumstance, including but not limited to breach of contract, breach of warranty or negligence, shall the Company be liable for lost profits, loss of goodwill, stored data, general, special, consequential or exemplary damages, even if the Company had notice of these damages or they were foreseeable. The Company shall not be responsible for verifying dealer's or customer's description of needs, data, or the fitness for a particular purpose of goods. The Company's liability in all cases shall be limited to repair or replacement of the defective parts, or the purchase price of the product. Damages resulting from misuse, abuse, alteration, negligence, or accidents are not covered under this warranty.

Except as otherwise provided, the Company makes no other warranties, expressed or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose.

Meeting/Conference

Classroom/Training

Dining

Lecture Hall

See All Tables

See All Seating

🏠/ Warranty

Berco Furniture Solutions Warranty Information

All items manufactured by Berco carry a conditional LIFETIME guarantee against manufacturing defects for as long as the original purchaser owns them. The following are exceptions from the lifetime warranty:

One-year warranty on laminate self edges, veneer tops, soft-molded edge tops, rainbow and quarry resin tops

Five-year warranty on millwork and other custom fabrication

Items not manufactured by Berco are covered by the respective manufacturer's warranty, including chairs, adjustable height pedestals, electrification, network accessories, laminate, and solid surface material



At Berco's sole discretion, we will repair or replace any item determined by Berco to be defective as a result of manufacturing defects. In no event shall liability under this warranty exceed the original purchase price of the defective product. We will not repair or replace any item which has been abused or subjected to any use other than that which was originally intended for our product.

Berco does not warranty the matching of color, grain and texture of wood due to natural variations, which cannot be controlled. Warranty on plastic laminate, veneer, and solid surface is not covered by Berco but it is covered only by the manufacturers under their warranties. Exclusions from all warranties include: normal wear and tear, customer's own material (COM), products that were not installed, used, or maintained in accordance with product instructions and warnings, and any product cleaned with solvent-based cleaner. Labor reimbursement for repairs, replacements,

or storage due to warranty is not covered by Berco's warranty plan. There are no other warranties expressed or implied.

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WARRANTY
ORDER INFO
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PRIVACY POLICY



LIMITED LIFETIME WARRANTY

Mayline® promises to repair or replace any Mayline brand product or component that is defective in material or workmanship for as long as the original purchaser owns it. This is the sole and exclusive remedy. This warranty is subject to limitations, exclusions and other provisions as detailed below.

Limitations Involving materials and components:

The materials and components listed below are covered according to the following schedule from the date of sale:

- **Ten Years:** Seating controls, cylinders and wood seating components.
- **Five Years:** All e5 product line, all fabric and leather seating upholstery, seating foam, seating armrests, chrome seating components, veneer finishes, and any shelving, cabinets or mobile systems and components that are either moving parts or controls and guides that are in contact with moving parts.
- **Three Years:** 4-Post wire shelving and wire components, electrical components and casters.
- **ML-Series, E-Series, LT-Series and RGE-Series Height-Adjustable Tables:**
 - 5 Years on motor; 10 Years on all parts.
- **XR-Series Height-Adjustable Tables:** 7 Years on motor; 10 Years on all parts.

Exclusions:

This warranty does not apply to the following:

- Normal wear and tear from standard use over the course of ownership.
- Damage caused by the carrier in-transit, which will be handled under Mayline's Freight Damage policy.
- Modifications or attachments to the product that are not approved by Mayline.
- Products that were not installed, used or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.
- COM fabric is not covered under this warranty.
- Abuse, misuse of product, or accidents.

Seating Usage:

Normal commercial usage for seating is to be defined as the equivalent of a single shift within a 40-hour workweek. To the extent that a seating product is used in a manner exceeding this, the applicable warranty period will be reduced in a pro-rata manner (excluding model 2424AG which is warranted for multiple shifts).

The Event Series:

Mayline will warrant the materials and components of The Event Series products for a period of five years. This warranty does not apply to normal wear and tear, damage caused by the carrier in-transit, modifications or attachments to the product or where the product is not installed properly. This product must be used or maintained in accordance to the instructions. See specific product labels for maximum weight load capacities. These limits are based on the weight being evenly distributed, allowing for ¼" deflection. This warranty does not cover any products used for rental purposes.

Note: Some natural variations occurring in wood or leather materials are inherent in their character and cannot be avoided. Mayline does not warrant the color-fastness or matching of colors, grains or textures of such materials.

TO THE EXTENT ALLOWED BY LAW, MAYLINE MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED. MAYLINE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

FREIGHT POLICY

FREIGHT: Prices shown herein are **FOB DESTINATION**. Inclusive of freight. See inside front cover for zone clarification.

FREIGHT CLASSES: Starters, Adders, and Tables are class 85, Chairs are class 175, all set up bookcases are class 125.

RETURNS: Goods returned for credit or exchange will not be accepted unless we have previously authorized the return. Please call us before returning merchandise for any reason. There will be a 10% handling charge (\$35 list minimum) for items returned. "Special" order items cannot be returned for credit. Determination of "special" is at our discretion.

CANCELLATIONS: Cancellations cannot be accepted after one week subsequent to the date of acknowledgment.

WHEN YOUR ORDER ARRIVES:

1. Inspect the arriving freight for damage. (We experience less than 1% damage on total shipments made.)
2. If there is damage, sign the bill of lading as such, keep all packaging and call HALE Customer Service at 800-873-4253.
3. We'll help you with your claim through our contracted carrier unless you have specified a carrier of preference other than ours.

ORDERING & TERMS

SALES POLICY: We sell to Authorized Resellers (Dealers, Wholesalers, Catalog Supply, etc.) only. You must have a Federal TIN, State TIN or Resale Number prior to placing your order.

ORDER BY CATALOG NUMBER: Please do not order by description.

TERMS: 1% 20N40 with approved credit.

PRICE CHANGES: We reserve the right to change prices at any time without prior notice. Orders are acknowledged within a few days ARO, completely priced at prevailing prices. Our normal procedure is to give a 30 day prior notice of price change. Shipments are priced at acknowledged prices unless extended delivery of more than three (3) months is requested.

Warranty Information

Saratoga Series: 20 years
 Mohawk Series: 20 years
 Tioga Series: 20 years
 Shelburne Series: 20 years
 Chairs: 1 year

FOR ILLUSTRATIONS AND COMPLETE SPECIFICATIONS, PLEASE REFER TO OUR COLOR CATALOG



1-800-873-4253 8am-5pm EST
 halesince1907.com

BID ITEM: 161-138
Furniture and Panels Systems Workstations
Public Defender's Office

EXHIBIT III

Revised 09/27/16

Tag	Mfg	Unit Qty	Unit Cost	Total	Component Part Number	Component Part Description	Components/ unit
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VB3R-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Right, Full Pull, 51H X 24D, Keyed alike per cubicle	5
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VUWE-4872-441GSR	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	5
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
					VUWE-4872-441GSL	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	5
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
					VPF2-24-F	STORAGE, Pedestal, Fixed, Recessed Pull, Metal Fronts, F/F, Keyed alike per cubicle	10
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPSG-1436-F-SK-1E	PANEL, Frosted Acrylic, Stack-On, for Acoustical Base Panel, 14H X 36W	15
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VERC-1	ELECTRICAL, Duplex Receptacle, Common Ground, 3-Circuit (PKG/6)	4
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VTCP-4	COMPONENT, Finish Post Top Cap, Four-Way	2
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VVPS-64-F3	COMPONENT, Finish Post, Three-Way, Metal, Full Height Application, 3 Alignment Tabs, 64H	1
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					,TR-	SELECT Top Cap Trim/Metal Color	
					R	Beige	
					VACP-2	WS SUPPORT, Cantilever Brackets, Standard, Pair	10
					,TR-	SELECT Trim/Metal Color	
					K	Charcoal	
					VACB-1	Corner Bracket	10
					VEB-1	ELECTRICAL, Base Feed, Hardware, 3-Circuit, Liquid Tight, 4' Long Cable	2
TOTAL					\$ 278,304.98		



CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT 8

DATE (MM/DD/YYYY)
10/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sanford, Bruker, Banks & Tabb, Inc. 931 Broad St. Augusta, GA 309011212	CONTACT NAME: Deborah A. Sigmon	
	PHONE (A/C, No, Ext): E-MAIL: dsigmon@sbbinsurance.com FAX (A/C, No): (706) 724-4097	
INSURED Weinbergers Furniture Showcase 3021 Riverwatch Pkwy Augusta, GA 30907	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Unknown Insurance Company	32905
	INSURER B: Owners Insurance Co.	32700
	INSURER C: The Hartford	HAR
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			4952152701	06/01/2016	06/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			4952152700	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 10,000			4952152702	06/15/2016	06/15/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	20WECAQ2662	10/01/2016	10/01/2017	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDERCity of Augusta
1815 Marvin Griffin Rd
Augusta, GA 30906**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Local Small Business Goal

The Local Small Business Opportunity Program provides for Local Small Business goals to be set on all applicable Augusta, Georgia procurements over \$100,000 in value.¹ The Local Small Business goal for this procurement is:

8 %

All bidders or proposers shall submit the following with their bid or proposal as required by Augusta, GA Code § 1-10-129:²

1. Non-Discrimination Statement: As required by the Procurement document.³
2. Proposed Local Small Business Subcontractor/Supplier Utilization Plan.
3. Documentation of Good Faith Efforts to use local small businesses.
4. Local Small Business Utilization document.

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

¹ Even when a solicitation does not contain a Local Small Business goal (or the goal is set at zero), each Bidder must negotiate in good faith with each local small business that responds to the Bidder's solicitation and each local small business that contacts the Bidder on its own accord. Self-performance does not exempt Bidders from Local Small Business Opportunity Program requirements unless the self-performer is a qualified and registered Local Small Business. All of the requirements of the Local Small Business Opportunity Program can be found in Augusta, GA Code, Chapter 10B.

² Applicable forms are available on Augusta Georgia's Disadvantaged Business Enterprise website: www.augustaga.gov.

³ Only one Non-Discrimination statement is required "See Attachment B".

Good Faith Efforts

Attention Bidder/Proponent: List all subcontractors or suppliers that were contacted regarding this project. Use additional sheets as necessary.

Failure to complete this form, in its entirety with supporting documentation, will result in the bid being considered non-responsive to bid specification.

If you have failed to secure Local Small Business participation and you have subcontracting and/or supplier opportunities or if your participation is less than the City's Project Goal, you must complete this form.

Name of Subcontractor/Supplier	Address and Phone Number	Email	Person Contacted and Date	Scope of Work Solicited	Method of Communication	Results of Contact
Q3 Office Installation	Q3 Office Installation 3105 Spring Court Dr Augusta, GA 30906	brad@q3installation.com	Brad Trammell	160 hrs	Phone	Can not talk too busy

Augusta Furniture / Robert & Barbara Weinberger's Public Defender's Office

16-238
Bid #

Project Name

10/16/16
Date

Project Goal

[Signature]
Signature

TERMS & CONDITIONS OF SALE

1. ORDER PLACEMENT

- a) The seller sells its products in the terms set forth in these standard terms of sale. All orders must be submitted in writing as represented by a valid purchase order, which includes the total list and net dollars. The seller reserves the right to refuse any order.
- b) The following information is required to process an order
- Groupe Lacasse LLC cannot be held responsible for dealer's errors, omissions and order duplication due to non-compliance with this procedure.

CUSTOMER INFORMATION	PRODUCT INFORMATION
Sold/Ship to address	Quantity
Purchase order number	Product numbers including options
Authorized signature	Colors and fabrics (all surfaces)
Contact name	Note: Product number overrides the written description and/or comment lines
Consignee contact name and phone	
Bid/Quote # if applicable	
Product total (list/net)	
Preferred delivered date (Specific delivery date not guaranteed)	

2. ORDER CHANGES

Any change to an original purchase order must be received in writing no later than 48 hours after receipt of the original order. Any change to the original order after 48 hours, if approved, will result in production rescheduling. The cost variances will have to be approved by the customer before production rescheduling. No changes allowed on QuickShip orders.

3. ORDER CANCELLATIONS

Cancellations must be requested in writing no later than 48 hours after receipt of the original order and are subject to approval by Groupe Lacasse LLC. Cancellations cannot be accepted otherwise. No cancellation allowed on QuickShip orders.

4. ORDER ACKNOWLEDGMENT

Orders will be acknowledged to dealers by Groupe Lacasse LLC. Please refer to the acknowledgment copy to make sure it agrees with your original purchase order. When corresponding, please refer to the acknowledgment number. If you do not receive your order acknowledgement within 48 hours, please contact our customer service.

5. LIMITED LIFETIME WARRANTY

Groupe Lacasse LLC warrants its products to be free from defects in material and workmanship for as long as the original purchaser owns it; proof of purchase from Groupe Lacasse LLC being the only official document accepted by Groupe Lacasse LLC for any claim. This warranty is subject to the limitations, exclusions and other provisions below:

- Twenty-five years: High-performance thermofused laminate.
- Twenty years: Drawer slides.
- Ten years: Locks.
- Five years: Swing-lift mechanisms and adjustable surface mechanisms.
- Five years: High-pressure laminate, casters, fabrics, metal frame doors, electrical components, PVC extrusions and accessories.
- One year: Electrical modules and components.
- Exclusions: Light bulbs, ballasts and C.O.M.

This warranty is made by Groupe Lacasse LLC only to purchasers acquiring the product directly from Groupe Lacasse LLC, its authorized dealers, or others who are specifically authorized by Groupe Lacasse LLC to sell such products. The purchaser's remedy is limited to repair or replacement, at Groupe Lacasse LLC's option, of products which when used normally, prove to be defective within the period stated. Labor, delivery charges and service not covered under warranty. This warranty does not apply to any product which must be replaced because of normal wear and tear, negligence, abuse or accident or which has been modified by someone other than Groupe Lacasse LLC or its authorized dealers. The remedy stated herein are expressly agreed to be exclusive as a condition of sale. Groupe Lacasse LLC's liability with respect to its products or installation services should not exceed that expressly set forth above. Under no circumstances shall Groupe Lacasse LLC be liable for accidental or consequential damages. Specials may be subject to a limited warranty.

6. PRICES

All prices listed are suggested retail prices, F.O.B. our factory, St-Pie, Quebec, Canada. Accepted orders are subject to prices and taxes prevailing at the time of shipment. Prices and taxes are subject to change without notice. If shipping date requested is more than 90 days from date of order, Groupe Lacasse LLC shall have the right to use the published list prices effective at the time of shipment. Prices shown in price book have priority over electronic catalog contents.

7. TERMS (UPON ACCEPTANCE FROM OUR CREDIT DEPARTMENT)

Net 30 days from date of invoice. Any product sold shall remain the property of Groupe Lacasse LLC and shall remain the seller's property until paid for. The buyer agrees to perform all acts which may be necessary to protect and assure retention of title to such products by Groupe Lacasse LLC until such time as goods have been paid for in full. No sales within a one-year period will automatically lead to the account's closure.

8. QUOTATIONS

Quotations are valid for a period of ninety (90) days unless otherwise specified on the quote.

9. CHANGES

All illustrations, specifications and prices in this book are based on the latest product information available at the time of publication. The right is reserved to make changes, at any time and without prior notice, to prices, colors, materials, specifications and models offered.

10. PACKING AND SHIPPING

Packaging consists of polyethylene and protectors or separate cartons, depending on method of shipment.

11. DELIVERY

The scheduled delivery week is specified on our acknowledgment. Groupe Lacasse is not liable for delay or failure to deliver goods due to causes beyond its control (such as a casualty, an act of god, a labor dispute, or an

accident; the inability to obtain the necessary labor, material or transportation; or any change requested by the customer). Under these circumstances, the ship date will be extended to compensate for the delay as determined by the Seller.

Groupe Lacasse will accept, upon prior approval by Logistics and Customer Service departments, to make installation job site deliveries for a minimum of one half of a full truckload (1,200 cubic feet); however, and in all cases, an unloading dock must be available to accommodate 53 ft. trailers and the address is also subject to approval. Unloading at destination is the sole responsibility of the purchaser. No waiting time will be possible; however, and if any is incurred, it will be recharged to the purchaser.

Under no circumstance will Groupe Lacasse deliver goods in a residential area.

12. SHIPPING WEIGHTS AND VOLUMES

Shipping weights and volumes are available on demand and may vary due to the constantly improving methods of packaging.

13. ROUTING

Unless otherwise specified by the buyer and agreed to by Groupe Lacasse, the latter reserves the right to select the route, method of shipment and carrier. Customer requests for special carrier, method of shipment and/or routing will be shipped freight collect.

14. TRANSPORTATION POLICY

"Zone 0" shipments are FCA plant.
"Zone 1", "Zone 2", "Zone 3", "Zone 4" and "Zone 5" pricing includes freight cost to your geographical location.

On all orders less than \$2,000 net (regardless of brand and/or of shipping point) we will add a \$50 "small order fee" in "Zone 1". For "Zone 2", "Zone 3", "Zone 4" and "Zone 5", the small order fee is \$100.

Please take note of the following exclusion to the "small order fee":

- By combining different product collections in one order, even if the net value of each collection is less than \$2,000 net, but the total value of all collections in one order is at least or above \$2,000 net, and as long as all products are shipped at the same destination / receiving location (ship to), the fee will not apply regardless of shipping dates and points of origins.

Small orders under \$25 net are subject to a \$20 small order fee (instead of \$50 or \$100) regardless of the shipping zones.

Freight charges beyond the continental United States are the purchaser's responsibility. Shipments beyond the continental United States must deliver to a freight forwarder or forwarding carrier of your choice. It is the customer's responsibility to provide this information on purchase orders.

15. FREIGHT CLAIMS

All FCA destination claims will be handled and filed by the Seller. In order to expedite any credit due, your help and assistance is required. Please adhere to the following guidelines:

The merchandise is carefully packed and thoroughly inspected before leaving the warehouse. Responsibility for its safe delivery is assumed by the carrier upon acceptance of the shipment. Claims for loss or damage sustained in transit must therefore be made to Groupe Lacasse as follows:

1) Concealed loss or damage

Concealed loss or damage means loss or damage that does not become apparent until the merchandise has been unpacked. The contents may be damaged in transit due to rough handling even though the carton may not show external damage. When damage is discovered upon unpacking, a written request must be made within 15 days of the delivery date. No disposition will be taken until approved by the manufacturer.

IMPORTANT: Groupe Lacasse's policy in concealed damage is to replace the part or complete product if necessary at no charge to the dealer. However, it is the responsibility of the dealer to provide installation of the replaced part or complete product. Therefore, no labor fees will be accepted on concealed damages.

2) Visible damage or shortage

Any external evidence of damage or shortage must be noted on the freight bill or express receipts and signed by the carrier's agent. Failure to adequately describe such external evidence of damage or shortage may result in refusing to honor a damage claim. Claims must be submitted within 5 business days of reception of the merchandise.

Submit your claim to the Groupe Lacasse Customer Service by email at: lacassecustomer.service@groupe-lacasse.com.

Phone: 1-888-522-2773 - Fax: 1-888-248-1865

16. RETURNS

Absolutely no returns will be accepted on any standard and non-standard products.

17. STORAGE

In the event the purchaser request postponement of shipment beyond the scheduled shipping week after the goods have become work in process, or at a time Groupe Lacasse LLC is then about to make shipment, Groupe Lacasse LLC may store the goods at the purchaser's expense. Such transfer to storage shall be deemed a delivery to purchaser for all purposes including invoicing and payment.

18. GOVERNING LAW

This contract shall be construed and governed in accordance with the laws of the province of Quebec, Canada.



Warranty

The following warranty applies to Arold products manufactured after January 5, 2015. This warranty is given to the initial buyer and is valid for as long as the product is owned by the original buyer. The warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of products during the applicable warranty period.

Warranty:

Groupe Lacasse LLC warrants its products, from the date of invoice, to be free from defects in material and workmanship for as long as the original purchaser owns it; proof of delivery being the only official document accepted by Groupe Lacasse LLC for any claim. This warranty is subject to the limitations, exclusions and other provisions below: Lifetime except those listed below. Weight limit: 250 lbs. (141 kg).

Arold Products	Applicable Warranty Period
C.O.M./C.O.V./SPL/ Lacasse To Supply Material Program:	Not warranted
Casters/Glides	5 years
Electrical components	5 years
Exposed wood	2 years
Foam	5 years
High-performance thermofused laminate	25 years
Internal wood frame	Lifetime
Metal frames	Lifetime
Standard upholstery and Graded-in	5 years
Workmanship	10 years

Labor, delivery charges and service not covered under warranty.

This warranty does not apply to "normal wear and tear", abuse, damage caused by a carrier, damaged caused by transport of product from one site or location to another and alterations to the product not expressly authorized by the Seller. It also does not apply to "Customer's Own Material", "Lacasse - To Supply Material" and "SPL" fabric, (i.e., material specified by the buyer that is not a standard Arold product offering) used in the manufacture of Arold products. The Seller does not warrant the matching of colour, grain or texture except to within commercially acceptable standards. For the purposes of warranty claims, upholstery fabrics that have been dropped from Arold stocked fabric program will be supported for 6 months from the date of discontinuation. For fabrics that are no longer available from the manufacturer, substitute fabrics will be used for warranty claims.

A product will not be considered defective, and it will not be subject to the warranty, if the product is not installed or used as recommended in the Seller's written planning, installation or user guides. The warranty does not apply to any Arold seating product that is used by an individual weighing over 250 lbs. (113 kg). Warranty will be void if identification label is removed under the chair or if a proof of purchase cannot be supplied, such as an order number or an invoice.

Except as stated above, the Seller does not make any express or implied warranties as to any product and in particular does not make any warranty of fitness for any particular purpose except for standard use of no more than 40 hours per week. The remedies described above are the buyer's exclusive remedies for any product defect. The Seller shall not be liable for consequential, economic, indirect, punitive or incidental damages arising from any product defect.

* The applicable warranty period assumes that the product is used an average of not more than 40 hours per week. If a product is used more than this, the applicable warranty period shall be reduced in proportion to the increased usage. For example, if casters are used an average of 50 hours per week, the applicable warranty period for the casters shall be reduced to four years.

Terms and conditions of sale 8

1. Order placement

The seller sells its products according to the terms set forth in these standard terms of sale. All orders must be submitted in writing as represented by a valid purchase order, which includes the total list and net dollars. The seller reserves the right to refuse any order. Groupe Lacasse LLC cannot be held responsible for dealer's errors, omissions and order duplication due to non-compliance with this procedure.

The following information is required to process an order:

<u>Customer Information</u>	<u>Product Information</u>
Sold/Ship-to address	Quantity
Purchase order number	Product numbers including options
Authorized signature	Trim, fabric and laminate colors
Contact name and phone	
Consignee contact name and phone	
Delivery instructions	
Bid/Quote # and/or Pricing agreement number	
Product total (list/net)	
Preferred delivery date	
(Specific delivery date not guaranteed)	

2. Order changes

Any change to an original purchase order must be received in writing no later than 48 hours after receipt of the original order. Any change to the original order after 48 hours, if approved, will result in production rescheduling. The cost variances will have to be approved by the customer before production rescheduling. No changes allowed on Quick Ship orders.

3. Order cancellations

Cancellations must be requested in writing no later than 48 hours after receipt of the original order and are subject to approval by Groupe Lacasse LLC. Cancellations cannot be accepted otherwise. Approved cancellations or partial cancellations requested after more than one business day, from receipt of purchase order, could be assessed a minimum 30% fee. Quick Ship orders may not be cancelled.

4. Order acknowledgment

Orders will be acknowledged by Groupe Lacasse LLC. Please refer to the acknowledgment copy to make sure it agrees with your original purchase order. When corresponding, please refer to the acknowledgment number.

5. Limited lifetime warranty

Groupe Lacasse LLC warrants its products, from the invoice date, to be free from defects in material and workmanship for as long as the original purchaser owns it; proof of delivery being the only official document accepted by Groupe Lacasse LLC for any claim. This warranty is subject to the limitations, exclusions and other provisions below:

- Twenty-five years: High-performance thermofused laminate.
- Twenty years: Drawer slides.
- Ten years: Locks, electrical components and electrical accessories.
- Five years: Swing lift mechanisms and adjustable surface mechanisms, high-pressure laminate, casters, fabrics, PVC extrusions and accessories.
- Exclusions: Light bulbs, ballasts and C.O.M. are not covered by this warranty.

This warranty is made by Groupe Lacasse LLC only to purchasers acquiring the product directly from Groupe Lacasse LLC, its authorized dealers, or others who are specifically authorized by Groupe Lacasse LLC to sell such products. The purchaser's remedy is limited to repair or replacement, at Groupe Lacasse LLC's option, of products which when used normally, prove to be defective within the period stated. This warranty does not apply to any product which must be replaced because of normal wear and tear, negligence, abuse or accident or which has been modified by someone other than Groupe Lacasse LLC or its authorized dealers. The remedies stated herein are expressly agreed to be exclusive as a condition of sale. Groupe Lacasse LLC's liability with respect to its products or installation services should not exceed that expressly set forth above. Under no circumstances shall Groupe Lacasse LLC be liable for accidental or consequential damages. The following Groupe Lacasse LLC warranty applies to products manufactured after March 1, 2016. Specials may be subject to a limited warranty.

6. Prices

All prices listed are suggested retail prices, F.O.B. our factory in Holland, Michigan, USA, within the continental United States. List prices and dealer discounts are subject to change without notice or approval. Applicable prices are those in effect at the time of the receipt of an order. If shipping date requested is more than 90 days from date of order, Groupe Lacasse LLC shall have the right to use the published list prices effective at the time of shipment. Prices shown in price book have priority over electronic catalog contents.

Specials may be subject to a limited warranty.

6.1 Taxes

The Seller's price lists do not include any sales taxes. The customer is responsible to remit such taxes directly to the Seller. A tax exemption certificate (if applicable) must be on file with the Seller prior to the product shipment; otherwise, sales tax will be due and payable. Prices and taxes are subject to change without notice.

6.2 Services

List prices apply to products only. If, as a result of customer request, the dealer or authorized representative provides planning/design services, storage, special handling, set-up, or installation, the customer will be charged at the local dealer or authorized representative's standard rate.

7. Terms of payment (upon acceptance from our credit department)

Net 30 days from date of invoice. Any product sold shall remain the property of Groupe Lacasse LLC and shall remain the Seller's property until paid for. The buyer agrees to perform all acts which may be necessary to protect and assure retention of title to such products by Groupe Lacasse LLC until such time as goods have been paid for in full.

8. Quotations

Quotations are valid for a period of ninety (90) days. It is the dealer's responsibility to make sure the quotation matches their requests. Groupe Lacasse LLC will consider a quotation approved from the dealer if an order is placed for the quoted item.

9. Changes

All illustrations, specifications and prices in this book are based on the latest product information available at the time of publication. Groupe Lacasse LLC reserves the right to make changes, at any time and without prior notice, to prices, colors, materials, specifications and models offered.

10. Fabrics standard, Momentum Easy C.O.M. Program and C.O.M.

Description of all fabrics is shown on the back of the actual swatch card. The fabric mills advise that, from time to time, colors may vary with different dye lots. Consequently, Groupe Lacasse LLC cannot accept responsibility for these differences. Acknowledged delivery or ship dates from the Momentum Easy C.O.M. Program or C.O.M. is contingent on supplier's performance and subject to extended lead time.

Special fabric approval:

Special fabric request must be approved for use by Groupe Lacasse LLC for nvision panels, tackboards, fabric posts and wainscot kits. In order to determine pre-approval and fees, please send your request to quotation@groupe-lacasse.com or contact Customer Service at 1-888-522-2773 for more details about the process, Momentum Easy C.O.M. Program and C.O.M.

11. Packing and shipping

Groupe Lacasse LLC uses 50% recycled corrugated fiberboard for boxes, 100% recycled for protective pads and a polyethylene film for surface protection depending on method of shipment. These costs are included in our price. Certain items are shipped in 2 or 3 boxes.

12. Shipping weights and volumes

Due to our constantly improving packaging methods, shipping weights and volumes are not shown in the price book.

13. Delivery

The scheduled shipping date is specified on our acknowledgment. No shipments have guaranteed delivery time and/or date. Groupe Lacasse LLC is not liable for delay or failure to deliver goods due to causes beyond our control (such as casualty, acts of nature, labor disputes, or accident; inability to obtain necessary labor, material or transportation; or changes requested by the customer). Groupe Lacasse LLC will only make on-site deliveries for a full truck load (2,400 cubic feet) and subject to Groupe Lacasse LLC prior agreement only.

14. Routing

All deliveries shall be F.O.B. your designated facility within the continental United States. Freight charges beyond the continental United States are the purchaser's responsibility. Shipments beyond the continental United States must deliver to a freight forwarder or forwarding carrier of your choice. It is the customer's responsibility to provide this information on purchase orders. Additionally, the Seller has the right to determine the carrier, method of shipment and routing. Customer requests for special carrier, method of shipment and/or routing will be shipped freight collect. The Seller will pay the freight charges for normal surface transportation to destinations within the continental United States.

Surcharge

1. **Inside Deliveries:** Delivery is a dock-to-dock service. Inside delivery is not included in our delivered price.

2. **Expedited Transportation:** Time-sensitive deliveries that require expedited carrier service will result in additional charges that will be passed on to the consignee (dealer).

3. **Chargeable Parts Orders:** Contact Customer Service for availability. Service parts prices are subject to change without notice or approval. Parts orders are subject to a minimum \$15 parts order not including freight charges for normal surface transportation to destinations within the continental United States.

15. Freight claims

The merchandise is carefully packed and thoroughly inspected before leaving the warehouse. Responsibility for its safe delivery is assumed by the carrier upon acceptance of the shipment. Claims for loss or damage must be addressed to Groupe Lacasse LLC as follows:

15.1 Concealed damage or loss

Concealed damage or loss becomes apparent only once a product is removed from its packing or packaging. Contents may be damaged as a result of rough handling during shipping, without the packing or packaging showing any external signs of damage. When such damage or loss is noticed, a written request for inspection must be submitted within 7 calendar days of the delivery date, after which a claim must be filed. Mandatory: the request for inspection must be accompanied by corroborative photographs. If you abide by these instructions, we shall fully support your claims. No agreement shall be concluded without the consent of the manufacturer. Delivery and installation fees for a product associated with concealed damage or loss are not covered by Groupe Lacasse Inc..

15.2 Visible damage or loss

All external traces of damage or loss must be noted on the bill of lading duly signed by the carrier's representative at the time of delivery. An omitted or insufficient description of the damage or loss may result in the refusal of a claim for damage or loss. The claim form must be submitted by the carrier.

8 Programs

16. Returns

Absolutely no returns will be accepted on any non-standard products. No return of standard products will be accepted without prior authorization by Groupe Lacasse LLC. Any shipment returned without prior approval will be refused. Returns must be shipped prepaid.

17. Storage

In the event the purchaser requests postponement of shipment beyond the scheduled shipping date after the goods have become work in process, Groupe Lacasse LLC may store the goods at the purchaser's risk and expense. Such transfer to storage shall be deemed delivery to purchaser for all purposes, including invoicing and payment.

18. Governing law

This contract shall be construed and governed in accordance with the laws of the province of Quebec, Canada.

19. Specials

Some Nvision products are offered as specials.

In order to determine pre-approval request and fees, please send your request to quotations@groupe-lacasse.com or contact customer service at 1-888-522-2773 for more information.

Here is a list of some of the specials we can do:

Panels:

1. Fabric panels can be specified from 30" to 82" (762 mm to 2083 mm) high, in 1" (25 mm) increments. Fabric stackable panels can be specified from 10" to 24" (254 mm to 610 mm) high, in 1" (25 mm) increments. Finish posts can also be specified to match special heights.
2. For glass panels and stackable glass and acrylic panels, custom color can be specified; however, there is some limitation in sizes.
3. Panels and stackable panels can be specified with high pressure laminate door finishes on both sides or with fabric on one side. Laminate finishes are HC-3E (smoke), HC-62 (grey tone), HC-8J (charcoal), HC-34 (beige) and H-WL (sno).
4. Sliding door can be specified at a maximum height of 79" (2006 mm).
5. Floor-to-ceiling barrier combined with Nvision panels are available. Available on a 82" H (2077 mm) panel where there is a maximum ceiling height of 10' (3048 mm) or on a 64" height panel (1620 mm) where there is a maximum ceiling height of 9' (2743 mm). Ceiling solution can only be installed on panel at 90 degrees. Not available in TR-LE. Send your request to quotations@groupe-lacasse.com or contact Customer Service for more information.
6. Wainscot kits can be specified up to 48" (1219 mm) height. Fabric or laminate (panel door in selected HPL finishes only) are available.
7. Fabrics may be given an anti-stain treatment.

Work Surfaces:

1. Groupe Lacasse can do almost any specials regarding work surfaces with limit of 96" (2438 mm) long.

Storage units:

1. Metal overhead storage units special heights, widths and depths can be specified; however, there is some limitation in sizes.
2. Metal shelves units at 9 3/4" (248 mm) height can be specified to fit on a 56" (1422 mm) height panel.
3. Pedestals can be specified with laminate fronts and Lacasse pulls.

Casegoods:

1. Lacasse casegoods can be combined with Nvision. Contact Customer Service for specific information on dimensions.

For any specials, please send your request to quotations@groupe-lacasse.com or contact Customer Service for more information.

20. Programs

A mock-up program is available. For pre-approval, send your request to projec@groupe-lacasse.com or contact Customer Service at 1-888-522-2773 for more information. A QuickShip program is available on a separate list price. Contact your representative for more information about conditions of sale and lead time, or Groupe Lacasse Customer Service at 1-888-522-2773.

Finishes

Please refer to Nvision color brochure to visualize current surface finishes and colors, trims and metal components. For fabric, refer to Nvision swatch cards. For cushions for low storage units, refer to United Chair swatch cards. Also available on our Web site.

Environmental responsibility

Groupe Lacasse LLC is committed to pursuing sustainable development practices. We are constantly looking for innovative ways to make our products and manufacturing processes more environmentally, socially, and economically sustainable, while maintaining our ability to satisfy consumer demands for superior product quality and value. The following are a few examples of ways in which our products support sustainable development initiatives:

- We design our furniture primarily of particleboard manufactured from 100% recycled post-industrial material.
- We offer a choice of fabrics that are manufactured from 100% recycled polyester. Please refer to Nvision fabric cards.
- A panel's construction permits a change of fabric if the fabric becomes torn or damaged during its useful life.
- It is easy to reuse components of our products when an office area is reorganized or moved:
 - Modular format of furniture makes it easy to rearrange workspaces;
 - Metal-on-metal assemblies make it easy to assemble furniture then disassemble when its useful life is over.
- We have developed a new type of under-shelf lighting that makes it possible to reduce energy consumption by 40% (compared to our previous task light).
- Designs that use translucent materials, which diffuse natural light and provide users with a view, help reduce energy consumption and improve the aesthetic quality of a workspace.
- When possible, we choose local suppliers.
- To reduce landfill waste in the manufacturing of our products, we:
 - Reuse cuttings in smaller products and packaging;
 - Use sawdust for power cogeneration;
 - Sort and recycle PVC plastic, steel, and aluminum.

All of these actions are some examples that contribute to qualifications for LEED® and similar environmental certifications. For more information about products offered by Groupe Lacasse LLC and our environmental actions, we invite you to visit our web site at www.groupe-lacasse.com.

Environmental tools

A variety of informative tools which detail how Groupe Lacasse products help support green initiatives are available. All documents are routinely updated and placed on the Groupe Lacasse website under "Environment". Please check this page regularly for the most up-to-date documents.

Available documents: the corporate Sustainability Policy, how our products support LEED Credits (these documents include information on the percentage of recycled material in each product) and a listing of Groupe Lacasse products that are GREENGUARD Certified.

Greenguard certificates

GREENGUARD Indoor Air Quality and Children and Schools certificates can be downloaded. These are found on www.greenguard.org. Search for Groupe Lacasse in the "Find Products > Search by Manufacturer" section. All GREENGUARD certifications are listed by product line.

Further information

For more information on environmental and sustainable procedures in the manufacturing of our products, contact Communications@groupe-lacasse.com.

All Nvision standard products comply with ANSI/BIFMA standards.

All Nvision standard products are UL listed and certified for use in the USA and UL certified for use in Canada.

Groupe Lacasse LLC is certified ISO 9000 and ISO 14000.



Schedule
Contract GS-29F-0105G

Nvision
GROUPE LACASSE INC. # GS-29F-0105G



Nvision products are GREENGUARD GOLD certified.



Groupe Lacasse is proud to offer Jade, a web tool that eases the entry and follow-up of all your office furniture orders. With this system, you are able to visualize the final price of all your products, including the discounts, along with the details of any price agreement established with us. Your orders are validated and sent with all required information, guaranteed. Available 24 hours a day, 7 days a week, Jade allows you to consult your orders' status anywhere, anytime. We are convinced that you will appreciate this convenient, fast and efficient tool from Groupe Lacasse!

In order to start using Jade and benefit from its many advantages, please schedule a web training time by sending us an email at jade_registration@groupe-lacasse.com. For any other question concerning Jade, please contact us at jade@groupe-lacasse.com.

* Order status availability can vary for specific brands depending on the region.

Warranty

National warrants that each piece of furniture will be free from defects in workmanship given normal use and care for as long as you, the original customer, owns and uses the product.

Normal use is defined as the equivalent of a single shift, 40 hour work week. In the event that a product is used more than normal use, the applicable warranty period will be reduced to 12 years and items that fall under different warranty limitations, as listed below, will be reduced to one-third (ex: Wood chair frames will be 4 years instead of 12 years). National, at its option, will repair or replace with comparable product any product, part or component shipped after September 1, 2000, if the claim is eligible under the conditions of this warranty. This warranty is valid only if the product is given proper care and maintenance.

Limitations

Twelve Years	Wood Chair Frames
Ten Years	Seating Controls, Wood Veneers and Laminates
Five Years	Mechanical and High Wear Parts Such As: Electrical Components, Polymer Based Components, Pneumatic Cylinders, Swivel Arm Pads, Casters, Chair Glides, Textiles, Foam, Covering Materials and Decorative Trim

Exclusions

This warranty does not apply to:

- Damage caused by a carrier
- Normal wear and tear which is to be expected during the period of ownership
- Appearance, durability, quality, behavior, colorfastness or any other attribute of COM (Customer's Own Materials) or any other non-standard National material (including Arc-Com, Stinson, Maharam, Momentum, and Ultrafabrics) specified by the customer after application to a National product
- Color, grain or texture of wood, laminate and other covering materials
- Non-compliance with installation and maintenance instructions
- Electrical grommets where the box has been opened
- Damages or failures resulting from modifications, alterations, misuse, abuse or negligence or improper care and maintenance of our products

NOTE: If using a protective glass top, always place felt spacer pads under the glass to allow the wood to breathe. A glass addition has the potential to accentuate deflection.

Gotcha™ 24 Hour Use Seating

Warranty on Gotcha 24 Hour Use models is 5 years from date of purchase for seating controls and pneumatic cylinders and 2 years from date of purchase for casters, textiles and foam.

Engineer-to-Order Products

National warrants all Engineer-to-Order products to be free from defects in workmanship given normal use and care for 3 years of single shift service.

Finish Warranty

Minor variations in finish color may occur due to the unique texture and grain of wood.

Follow these procedures to process warranty issues:

1. Contact National Customer Service (800.482.1717) and provide them with the serial number from the product in question and the purchase order number or acknowledgement number and a detailed description of the warranty issue. Serial numbers are mandatory before the claim can be processed.
2. Customer Service will determine and pre-approve all resolutions to the claim such as replacement units, service parts, labor and repair charges. Upon approval, resolutions will be assigned an authorization number.
3. The authorization number must be included on all invoices for reimbursement. Any unauthorized charges will not be the responsibility of National.

As the manufacturer of your furniture, we stand behind our craftsmanship and pledge to do everything we can to resolve any problems you may have within the terms of this warranty as quickly as possible.

There are no other warranties except as expressly set forth here, either expressed or implied including any warranty of merchantability or fitness for any particular purpose. We exclude and will not pay consequential or incidental damages under this warranty.

National Office Furniture
1610 Royal Street
Jasper, Indiana 47549
800.482.1717
Fax 812.482.8800
www.NationalOfficeFurniture.com



Bid Specifications

Bid Item #16-238

Furniture for Public Defender's Office

For

Augusta, Georgia – Central Services Department – Facilities

Bid Due: Tuesday, October 4, 2016 @ 11:00 a.m.

One Original, Four (4) Copies of RFP shall be submitted

Thanks for doing business with us . . .

Geri A. Sams, Procurement Director

535 Telfair Street, Room 605

Augusta, Georgia 30901

Augusta
G E O R G I A
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Augusta Georgia License Requirement
Terms of Contract

Notice to All Proposers

(Required to be returned with your submittal. Both documents must be notarized)

Attachment B **Return the 2 pages**

Systematic Alien Verification for Entitlements (SAVE) Program

Exception Sheet

Local Vendor Registration Form

Local Small Business Opportunity Program Ordinance Requirements

Local Small Business Opportunities Program Participation (Projects \$100,000 or more)

Bid Specifications

Invitation to Bid

Sealed bids will be received at this office until Tuesday, October 4, 2016 @ 11:00 a.m. for furnishing:

Bid Item #16-238 Furniture for Public Defender's Office for Augusta Central Services Department – Facilities

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department ARCBid. Bid documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901. Documents may be examined during regular business hours at the offices of Augusta, GA Procurement Department.

A Mandatory Pre Bid Conference will be held on Friday, September 16, 2016 @ 10:00 a.m. in the Procurement Department, 535 Telfair Street, Room 605.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, September 20, 2016 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.

No bids may be withdrawn for a period of sixty (60) days after bids have been opened, pending the execution of contract with the successful bidder.

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

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

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

No bid will be accepted by fax, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	August 25, September 1, 8, 15, 2016
Metro Courier	August 30, 2016

cc:	William Rhinehart	Deputy Administrator
	Takiyah Douse	Central Services
	Lonnie Wimberly	Central Services - Facilities

Revised: 2/2/2016

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 bid to supply Augusta, Georgia with equipment, supplies, and or services as listed above. All bids are governed by the Augusta, Georgia Code.
- 1.2 **Viewing the Augusta Code:** All bids 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 Proponent 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 Proponent and Augusta, Georgia. Any such requirement specifically set forth in any contract document between the Proponent and Augusta, Georgia shall be supplementary to this section and not in substitution thereof.
- 1.4 **Bid's For All Or Part:** Unless otherwise specified by Augusta, Georgia or by the proponent, **AUGUSTA, GEORGIA RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS ACCORDING TO THE BEST INTEREST OF AUGUSTA, GEORGIA.** Proponent may restrict his bid to consideration in the aggregate by so stating, but must name a unit price on each item submitted upon.
- 1.5 **All protest shall be made in writing to:**
- Attn: Geri A. Sams
Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or
Email: procbidandcontract@augustaga.gov
- 1.6 **Local Vendor Preference:** The Local Vendor Preference policy shall only be applied to projects of one-hundred thousand dollars (\$100,000) or less and only when the lowest local qualified bidder is within 10% or \$10,000, whichever is less of the lowest non-local bidders.
- 1.7 **Minority/Women Business Enterprise (MWBE) Policy:** *Court Order Enjoining Race-Based Portion of DBE Program Augusta, Georgia does not have a race or gender conscious Disadvantaged Business Enterprises (DBE) program for projects having Augusta, Georgia as the source of funding. Augusta does enforce mandatory DBE requirements of federal and state agencies on contracts funded by such agencies and has a DBE Program to comply with U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and other federal and state mandated DBE requirements for certain DOT, FTA, FAA, and other federal and state assisted contracts as required by 49 C.F.R. Part 26, et. seq. and/or 49 C.F.R. Part 23, et. seq. This DBE program is only for DOT, FTA and FAA assisted contracts and other federal or state funded contracts having mandatory DBE requirements. (See Article 13 of the Augusta, GA. Code.)*
- Augusta, Georgia prohibits any language in any solicitation, bid or contract that is inconsistent with the July 21, 2011 Court Order in the case, Thompson Wrecking, Inc. v. Augusta Georgia, civil action No. 1:07-CV-019. Any such language appearing in any Augusta, Georgia solicitation, bid or contract is void and unenforceable.*
- A copy of this Order can be reviewed at www.augustaga.gov home page.*
- 1.8 **Augusta, Georgia License Requirement:** For further information contact the License and Inspection Department @ 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.
- 1.9 **Terms of Contract:** (Check where applicable)
- ☐ (A) Annual Contract
☒ (B) One time Purchase.
☐ (C) Other



NOTICE TO ALL BIDDERS

(PLEASE READ CAREFULLY)

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Attachment B 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/Offeree
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

Attachment B Must be Notarized & the 2 Pages Must be returned with your submittal - No Exceptions.

Business License Requirement: Contractor 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 on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a Bid. For further information contact the License and Inspection Department @ 706 312-5050.

Acknowledgement of Addenda: You Must acknowledge all Addenda. See Page 1 of Attachment B.

E-Verify * User Identification Number (Company I.D.) The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU)

Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)

Return Only If Applicable:

1. The Exception Sheet (if applicable)

**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

WARNING:

Please review "Notice to Bidders" regarding Augusta Georgia's Local Small Business Opportunity Program Bidder Requirements.

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

Bids are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a Bid.



Attachment B

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Augusta, Georgia Augusta Procurement Department

ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Do You Have A Business License? Yes: _____ No: _____

Augusta, GA Business License # for your Company (Must Provide): _____

Or Your State/Local Business License # for your Company (Must Provide): _____

Utility Contractors License # (Must Provide if applicable): _____ **MUST BE LISTED ON FRONT OF ENVELOPE**

General Contractor License # (Must Provide if applicable): _____

Additional Specialty License # (Must Provide if applicable): _____

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a RFP. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: _____

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 Proponent

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 proposal, 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 RFP, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this RFP, 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 RFP.

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 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 proposal 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

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 Augusta, Georgia Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91. The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Augusta, Georgia Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Augusta, Georgia Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

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

****E-Verify * User Identification Number (Company I.D.)**

NOTE: E-VERIFY USER IDENTIFICATION NUMBER (COMPANY I.D.) MUST BE PROVIDED: IN ADDITION, THE RECOMMENDED AWARDED VENDOR WILL BE REQUIRED TO PROVIDE A COPY OF HOMELAND SECURITY'S MEMORANDUM OF UNDERSTANDING (MOU)

The undersigned further agrees to submit a notarized copy of Attachment B 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.

Company Name

BY: Authorized Officer or Agent
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

NOTARY SEAL

Notary Public

My Commission Expires: _____

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

REV. 2/17/2016



You Must Complete and Return 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 bid for an Augusta, Georgia contract for

[Bid 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.

OR

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

OR

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

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

Notary Public

My Commission Expires: _____

NOTARY SEAL

Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

REV. 2/17/2016



EXCEPTION SHEET

If the commodity (ies) and/or services proposed in the response to this bid is in anyway different from that contained in this bid, the bidder is responsible to clearly identify by specification section number, all such differences in the space provided below. Otherwise, it will be assumed that bidder(s) offer is in total compliance with all aspects of the bid.

Below are the exceptions to the stated specifications:

Signature

Date

Company

Title

Return with submittal if the commodity and/or services proposed in the response to this bid are in anyway different from that contained in the specifications.

2

Local Small Business Opportunity Program Ordinance Requirements

Notice To All Bidders (PLEASE READ CAREFULLY)

Shall apply to ALL Bids regardless of the dollar amount

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractors agree to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia upon request. The requirements of the Local Small Business Opportunity 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 Minority and Small Business Opportunities, 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 LSBO Program office at (706) 821-2406. Failure to provide such reports within 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.

To print a copy of the Prime Contractor Data Collection Form visit:

<http://www.augustaga.gov/index.aspx?NID=1672>

Website: <http://www.augustaga.gov/index.aspx?nid=83>

SHALL APPLY TO PROJECTS \$100,000 & UP

Local Small Business Opportunity Program (Continued)

Sec. 1-10-129. Local small business opportunities program participation.

(a) **Sealed Bids** The following procedures and contract requirements will be used to insure that local small businesses are encouraged to participate in Augusta, Georgia contracts, including but not limited to construction contracts, requests for professional services and the performance of public works contracts. The Augusta, Georgia user department shall indicate goals for local small business in all solicitations for contracts over \$100,000 in value:

(1) Bid conditions for contracts awarded by Augusta, Georgia will require that, where subcontracting goal is utilized in performing the contract, the bidder or proponent, will make Good Faith Efforts to subcontract with or purchase supplies from local small businesses. Bid specifications will require the bidder or proponent to keep records of such efforts that are adequate to permit a determination of compliance with this requirement.

(2) Each bidder shall be required to provide documentation of achieving goal or provide documentation of Good Faith Efforts to engage local small businesses as subcontractors or suppliers, the names of local small businesses and other subcontractors to whom it intends to award subcontracts, the dollar value of the subcontracts, and the scope of the work to be performed, recorded on the form(s) provided or made available as part of the bid package. If there are no sub-contracting opportunities, bidder shall so indicate on the appropriate form.

(6) 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.

(i) Non-Discrimination Statement which shall affirm the bidder's: (a) adherence to the policies of Augusta, Georgia relating to equal opportunity in contracting; (b) agreement to undertake certain measures as provided in this policy to ensure maximum practicable participation of local small businesses;

and (c) agreement not to engage in discriminatory conduct of any type.

(ii) Proposed Local Small Business Subcontractor/Supplier Utilization Plan.

(iii) Documentation of Good Faith Efforts to use local small businesses.

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

(d) **Post Contract Award Requirements.** The purpose of this sub-section is to establish requirements for contractor compliance with the LSBOP after a contract has been awarded. This is incorporated into all Augusta, Georgia Contracts for which a local small business goal has been established or negotiated.

(1) Contractors shall have an affirmative, ongoing obligation to meet or exceed the committed local small business goal for the duration of the contract. The Augusta, Georgia may deem a contractor to be in violation of the LSBOP and in breach of its contract if at any time Augusta, Georgia determines that:

(a) The contractor will not meet the committed local small business goals; and

(b) the reasons for the contractor's failure are within the contractor's control. For example, if a contractor does not meet the local small business goal because the contractor terminated a local small business without cause or if the contractor caused and local small business to withdraw from the project without justification, then Augusta, Georgia is justified in finding the contractor to be in violation of the LSBOP.

(h) **Compliance.**

(4) The Director of minority and small business opportunities shall be responsible for evaluating good faith efforts documentation and subcontractor information submitted by bidders in conformance with, the AUGUSTA, GA. CODE and any State and Federal Laws applicable to any bid specifications for competitive sealed bid projects prior to award of the contract.

(i) **Competitive Bids.**

Nothing in this Policy is to be construed to require Augusta, Georgia to award a bid contract to other than the lowest responsible bidder, or to require contractors to award to subcontractors, or to make significant material purchases from local small businesses who do not submit the best overall pricing to Augusta, Georgia.

Sec. 1-10-130. Exceptions – federally funded projects.

In accordance with § 1-10-8 and Chapter 10B, the LSBOP shall only be utilized with federally funded projects, solicitations or contracts as authorized by federal (and Georgia) laws, regulations and conditions applicable to such projects. To the extent that there are any conflicts between any such laws, regulations or conditions and the LSBOP, the federal (and Georgia) laws, regulations and conditions shall control.

NOTE: All forms should be submitted in a separate, sealed envelope labeled Local Small Business Required Forms, Company's Name & Bid Number

For questions and or additional information please contact:

Local Small Business Opportunity Program
535 Telfair Street, Room 710
Augusta, Georgia 30901
(706) 821-2406

Website: <http://www.augustaga.gov/index.aspx?nid=83>

SECTION 00-010 INVITATION TO BID:

Augusta, Georgia (hereinafter referred to as the Owner) intends to select a vendor to provide furniture and panels system workstations for the Augusta Circuit Public Defender's Office. Your submittal should respond to, and be based on, the information included in this Invitation to Bid.

Bids will be received by the Augusta Commission, (hereinafter called the "Owner"), at the office of the Procurement Director, 535 Telfair Street, Room 605, Augusta, GA until **Tuesday, October 4, 2016 @ 11:00 a.m.**, and then, at said office, publicly opened and read aloud. Specific services to be provided are shown in the Scope of Services outlined in Section II of this document.

Each bid must be submitted in a sealed envelope, and must be plainly marked on the outside as a bid for "**Bid Item #16-238 – Furniture for Public Defender's Office**" and the envelope should bear, on the outside, the name of the bidder, his address and his license number, if applicable.

If the bid is forwarded by mail, or other second party delivery service, the sealed envelope containing the bid must be enclosed in another envelope addressed to:

Geri A. Sams
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

Bid packages may be obtained from the Augusta Procurement Department, at the address listed above. The bid package contains provisions required for the project. All firms responding are cautioned to read this information carefully for understanding and request clarification from Augusta on any questions pertaining to this request.

A Mandatory Pre Bid Conference will be held on Friday, September 16, 2016 @ 10:00 a.m. in the Procurement Department, 535 Telfair Street, Room 605.

All questions should be directed to Geri Sams, Director of Procurement, and must be in writing by fax to 706-821-2811 or by email to procbidandcontract@augustaga.gov. **The last day to submit questions is Tuesday, September 20, 2016, @ 5:00 P.M.** Issues and responses addressed in any other manner will not be considered valid or binding in consideration of bids or any subsequent contract negotiations.

Interested firms are cautioned that sequestration of Bid Documents through any source other than the office of the Procurement Department is not advisable. Acquisitions of said documents from unauthorized sources place the bidder at the risk of receiving incomplete or inaccurate information upon which to base their proposal.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

No bid will be accepted by fax, all must be received by mail or hand delivered. All bids must be made on the required Bid Form. All blank spaces for bid prices must be filled in with ink or typewritten, and the form must be fully completed and executed when submitted. Failure to provide all of the requested information may cause the bid to be rejected as non-responsive. An official authorized to bind the firm to the terms and provisions of the bid must sign the bid form.

Interested and qualified firm(s) and/or party(ies) are requested to make a response to accomplish the Scope of Services described herein.

If an award of contract is awarded as a result of this solicitation, the contract will be made on the basis of the response which best satisfies the intent of this Invitation and other factors considered in the best interest of the Owner.

All interested firms are required to meet Federal, State and Local laws and regulations.

The Owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bids may be withdrawn for a period of **sixty (60) days** after bids have been opened, pending the execution of contract with the successful bidder. Should there be reasons why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the bidder.

After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the nature of the work to be done.

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.

The party to whom the contract is awarded will be issued a Notice of Award. Should there be reasons why the Notice to Award cannot be issued the time may be extended by mutual agreement between the Owner and the Contractor.

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Agreement and complete the work contemplated therein. 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 any firm prior to the signing of a contract.

A conditional or qualified bid will not be accepted. Award will be made as a whole to one bidder.

Each bidder is responsible for reading and being thoroughly familiar with the specifications. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his bid. The Owner will not be liable for any costs incurred by any firm prior to receiving the Notice of Award.

The Owner will evaluate all bids received with respect to compliance with Procurement Procedures and to determine the lowest responsive bid. The Owner will then make their recommendation to the Augusta- Commission for their consideration and final approval.

END OF SECTION 00-010, INVITATION TO BID

SECTION 00-020 SCOPE OF SERVICES:**1. BACKGROUND:**

Renovation work to convert the former Main Augusta Library into offices for the Augusta Circuit Public Defender will be completed in late 2016. This request for bids is for the furniture package related to that conversion.

2. SCOPE OF PROJECT:

This project involves supplying and installing the furniture and furnishings for the building. All work shall be performed in accordance with all applicable codes and regulations. Contract documents for the scope of work have been prepared and are available through the Procurement Department.

The price shall include the following activities:

- Evaluation to confirm the scope of work
- All required permits, licenses, insurance and bonds.
- All work as described on the plans.
- Installation, maintenance and removal of all required safety measures
- All materials, equipment and labor required to execute the work.
- Submittals and shop drawings
- Removal of all packing material and other debris
- Project Closeout including specified Warranties and testing of the installation

3. EVALUATION CRITERIA:

Contractor is to provide a pricing for the work as described. Should a contract be awarded as a result of this invitation, it shall be a lump sum contract using the attached contract for and shall be awarded to a single contractor submitting the lowest responsible bid for the locations selected following approval of the Augusta Commission and execution of all required documents.

END OF SECTION 00-020, SCOPE OF SERVICES

SECTION 00-100**GENERAL INSTRUCTIONS TO BIDDERS****1. INTENT OF INSTRUCTIONS**

- A. Instructions to Bidders are included in the Bidding Documents to provide information which Bidders must know in order to submit complete bids.
- B. ALL BIDDERS ARE URGED TO READ THESE INSTRUCTIONS CAREFULLY TO AVOID SUBMISSION OF INCOMPLETE OR NON-RESPONSIVE BIDS.

2. INSPECTION AND USAGE OF BIDDING DOCUMENTS

- A. A complete set of Bidding Documents shall be used in formulating Bids, and the Owner does not assume any responsibility for errors or misunderstandings resulting from the use of incomplete Bidding Documents. The Bidder is responsible for determining that it has correctly received all of the various documents comprising this Invitation for Bids, including addenda, as compared to tables of contents and drawing lists provided.
- B. In making the Bidding Documents available on the above terms, the Owner does so only for the purposes of obtaining bids on the Work and does not confer a license or grant for any other use.
- C. If any portion of the Bidding Documents shall be in conflict with any other portion, the various documents comprising the Bidding Documents shall govern in the following order of precedence: the Owner-Contractor Agreement; the General Requirements; the Product Specifications; the Technical Specifications; the Drawings; bidding instructions and forms. As between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern. All such discrepancies and/or conflicts shall be submitted in writing to the Interior Designer for clarification before the Bid is submitted, so that an addendum may be issued if necessary.
- D. A Mandatory Pre Bid Conference will be held on Friday, September 16, 2016 @ 10:00 a.m. in the Procurement Department, 535 Telfair Street, Room 605.

3. UNDERSTANDING OF BIDDING DOCUMENTS

- A. Before submitting a Bid, each Bidder shall thoroughly examine the Bidding Documents.
- B. The Bidder shall fully inspect and inform itself, prior to bidding, as to conditions of the existing site, utilities, structures, and determine any difficulties and limitations under which the Work is to be performed, and shall include in its Bid a sum sufficient to cover the cost of all materials, systems and equipment needed in the execution of the Work. No consideration will be given for any misunderstandings or claims regarding Work to be done that are due to facts of which the Bidder could have made itself aware as a result of its inspections and examinations. By submitting a Bid, the Bidder agrees and warrants that it has examined both the site and the Bidding Documents, and that the specifications, drawings, and other information provided are adequate for the production of the Work with the required results.

4. INTERPRETATIONS AND ADDENDA

- A. Bidders shall promptly notify the Owner, in writing, addressed to Geri Sams, Director, Augusta Procurement Department, of any ambiguity, inconsistency, omission or error that they may discover upon examination of the Bidding Documents or of the site. Bidders requiring clarification or interpretation of the Bidding Documents shall make in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, September 20, 2016 @ 5:00 P.M.

- B. Any interpretation, correction or change of the Bidding Documents will be made by a written Addendum. Interpretations, corrections or changes made in any other manner will not be binding, and Bidders shall not rely upon such.
- C. The Owner will attempt to mail all addendums, but it is the sole responsibility of the Bidder to verify that they have obtained all addendums. Copies of Addenda also will be made available for inspection wherever Bidding Documents are on file for that purpose. No Addenda will be issued after the date indicated except an Addendum withdrawing the request for Bids or one that includes postponement of the date for receipt of Bids.
- D. Each Bidder shall ascertain prior to submitting its Bid that it has received all Addenda issued, and it shall acknowledge receipt in its Bid by listing the number and the date of same in the spaces provided on the Bid Form. All Addenda issued shall become part of the Contract Documents

5. SUBSTITUTIONS PRIOR TO BID OPENING

- A. The materials, products, and equipment described in the Bidding Documents establish a standard of required function, performance, dimension, appearance and quality which shall be met in the Work. The desired use of any items or equipment manufacturers other than those so designated shall be considered to be a substitution, and shall only be allowed after review and approval by the Owner. All substitution requests will be submitted to the Owner through the Procurement Director using the contact information provided above and the Substitution Request Form provided as **Exhibit I**.
- B. Each such request shall fully identify the product, material, method, or equipment for which it is to be substituted, section and paragraph reference to the specifications, and a complete description of the proposed substitute, including drawings, cut sheets, performance and test data, samples as applicable. Bidder shall include a detailed comparison of significant qualities between the specified item and the proposed substitution including all dimensions and materials, and the required coordination with other affected work, including the identification of any changes in other materials, equipment, or other Work that incorporation of the substitute would require if accepted. Confirmation that the same warranties or bonds apply for the substitute as for the specified product must be included in the substitution request. **The burden of proof of the merits of the proposed substitution is upon the Bidder.**
- C. The Owner shall have the authority to reject any substitution submittals due to incompleteness or for other good reason.
- E. If the Owner approves any substitution prior to receipt of Bids, such approval will be set forth in an Addendum. **BIDDERS SHALL NOT RELY UPON APPROVAL MADE IN ANY OTHER MANNER.**
- F. The Owner's decision of approval or rejection of a proposed substitution shall be final.
- G. Substitutions after award of Contract will not be considered, unless necessary due to a discontinued offering and then only in accordance with the other provisions of this document.

6. PATENT INDEMNITY

- A. The contractor guarantees to hold the Owner, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

7. F.O.B. POINT:

- A. Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered, accepted by the Owner and the contract of carriage has been completed. The seller assumes transportation and related charges as part of their bid response.

8. BIDDER'S QUALIFICATIONS

The Owner shall have the right to investigate the qualifications of the Bidders and to take other steps it deems necessary to determine the ability of the Bidder to perform its obligations should it be awarded the Contract. The Bidder shall furnish to the Owner all additional data that it may request for this purpose. The Owner reserves the right to reject any Bid where an investigation of the available information does not satisfy the Owner that the Bidder is qualified to properly carry out the terms of the Contract.

9. SUBMISSION OF BIDS

- A. The Bid and all other documentation required to be submitted with the Bid shall be enclosed in one or more sealed, opaque envelopes. All sealed envelopes shall be clearly labeled "Sealed Bid," with the Project Bid name, bid due date and time, and the name and address of the Bidder, and shall be addressed to:

**Ms. Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street, Suite 605
Augusta, Georgia 30901**

- B. Bids shall be delivered to the above address no later than **Tuesday, October 4, 2016 @ 11:00 a.m.** Bidders have full responsibility for timely delivery at the above location. Bids received after the designated date and time will be returned unopened at the Bidder's request and expense.
- C. Oral, telephonic, or facsimile (fax) bids are invalid and will not receive consideration.

10. OPENING AND CONSIDERATION OF BIDS

- A. Commencing after the deadline for the receipt of bids, all Bids properly identified and received by the deadline will be considered during the bid evaluation process.
- B. Each Bidder shall submit a *Bid Breakdown Information Form* for the Bid Package with the Bid. The Bidder must bid on all items listed on the form.
- C. The Owner intends to award a Contract to the lowest responsive and responsible Bidder whose Bid is determined to be in the best interest of the Owner. The determination of responsiveness will be made by the Owner based on whether the Bidder has submitted a complete Bid Form without irregularities, exclusions, and special conditions; has included all technical information required and other information as may be required. The determination of Bidder responsibility will be made by the Owner based on its evaluation of the content of the information provided in the Bid as well as the following:
 - 1. Quality and satisfactory performance of the Bidder's past work on similar contracts;
 - 2. The interest of the public in having contracts awarded without favoritism, without excessive cost, and at the lowest price consistent with reasonable quality and expectation of completion;

3. The best interests and particular needs of the Owner;
 4. The status, experience, qualifications, expertise, and reputation of the Bidder;
 5. The skill, ability, and integrity of the Bidder to do faithful, conscientious work and promptly fulfill the Contract according to its letter and spirit; and
- D. The Owner reserves the right to reject any bid, whether responsive or not, if the evidence submitted by, or the investigation of, the Bidder fails to satisfy the Owner that it is properly qualified to carry out the obligations of the Contract.

11. NOTICE OF AWARD; CONTRACT APPROVAL

- A. After review and evaluation of the bids by the Owner, a recommendation for award of the Contract will be presented to the Commissioners and Mayor for formal approval.
- B. Upon approval by the Owner, the successful Bidder will be notified by transmittal of a written Notice of Award from the Owner. Within ten (10) days after receipt of the Notice to Award and applicable contract forms, or within such an extended period as the Owner may grant, the successful Bidder shall execute and return the Owner-Contractor Agreement, as provided in the Bidding Documents and in the number required, and also furnish to the bonds, proof of insurance, Employment Eligibility Verification (EEV) affidavit and other items as required by the Bidding Documents.
- C. A Notice to Proceed will be issued by the Owner only upon completion of both of the following events:
 1. Receipt and acceptance by the Owner of the Owner-Contractor Agreement, executed by the successful Bidder, and all other necessary bonds, proof of insurance, and other items as required by the Bidding Documents; and
 2. Execution of the Contract by the Owner and subsequent issuance of a Purchase Order by the Owner.
- D. The failure of the successful Bidder to execute the Owner-Contractor Agreement and/or supply all of the required items shall constitute a default and will result in a forfeiture of the Bidder's bid security, and the Owner may choose to either award the Contract to the next lowest responsive and responsible Bidder or re-advertise for bids.

12. INSURANCE

- A. Insurance: Within the ten (10) day time period from Notice of Award, the successful Bidder shall furnish to the Owner original copies of Certificates of Insurance, as required by the Owner-Contractor Agreement.
- B. The insurance carrier and bond surety shall be licensed and authorized to do business in the State of Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation.

END OF SECTION 00 100, INSTRUCTIONS TO BIDDERS SECTION III

EXHIBIT I

SUBSTITUTION REQUEST FORM

(For use by Owner)

For Use Only Prior to Bid Opening

DATE: _____ BY: _____

☐ Accepted
☐ Accepted as Noted
☐ Not Accepted
☐ Received Too Late

From: _____

To: Ms. Geri A. Sams, Director
 Augusta Procurement Department
 535 Telfair Street, Suite 605
 Augusta, Georgia 30901
 (706) 821-2520 (fax)

Project/Bid : _____

We hereby submit for your consideration the following proposed substitution in lieu of the specified item for the above-named project:

Proposed Substitution:

Specified Item:

1. Attach complete information and technical data on the proposed substitution including how the specifications of the Proposed Substitution differ from that specified. Be specific; dimensions, finishes and style/appearance are as important as the item description, components, details, warranty and construction.
2. Accompany this request with all samples and substantiating data necessary to prove equal quality and performance levels of the proposed substitution to those of the specified item. Clearly mark manufacturer's literature to highlight the indicated equality in performance. Include finish samples to indicate a match the finishes as specified.
3. Respond with **specifics** to each of the following questions (use additional sheets if necessary):
 - A. What is the quality level of the proposed substitution versus that of the specified item?

EXHIBIT I (CONT.)

B. What are significant variations between the proposed substitution and the specified item?

C. Are manufacturer's warranties for the proposed substitution and the specified item the same?

Yes ____ No ____

If no, explain:

D. What reason(s) justifies this request for a substitution?

The undersigned states and certifies that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item and assumes the liability for the provision of equal performance of same as a minimum. THIS FORM MUST BE SIGNED.

SIGNATURE: _____ DATE: _____

NAME (type or print): _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

NOTE: Signature shall be by a person having authority to legally bind his/her firm to the above terms. Failure to provide a legally binding signature will result in the retraction of any approval of this proposed substitution.

**EXHIBIT II
BID FORM****FROM:**

NAME: _____

ADDRESS: _____

TELEPHONE: () _____

LICENSE NO.: _____

SUBJECT: Augusta Circuit Public Defender's Office**Furniture & Furnishings**

The above Bidder is:

☐ An Individual☐ A Company☐ A Corporation☐ A Partnership☐ A Joint Venture consisting of _____

and _____

and _____

(SEAL IF A CORPORATION)

1. BID PROPOSAL

The undersigned, as Bidder, declares and represents that they have examined the Contract Documents and informed themselves fully in regard to all conditions pertaining to the Work to be done, including those conditions affecting the cost of the Work and the delivery; they have examined and read the Bidding Documents; and they have satisfied themselves that the Bidding Documents are an adequate and acceptable reflection of the Work which is required to be performed, and that they are willing and able to perform all of the Work they are bidding based upon the information and representations contained within the Bidding Documents. The Bidder hereby agrees that no additional information is required to complete the Work encompassed by this Bid, within the cost and schedule constraints established and agreed upon within these Bidding Documents.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Augusta –Richmond County (Owner), in the form of Contract specified, to provide furniture, furnishings and equipment as specified; transportation; full and final installation and other facilities and services as necessary and/or required to execute the Work being bid in complete accordance with the shown, noted, and reasonably intended requirements of the Contract Documents and to the full satisfaction of Augusta-Richmond County and their representatives.

2. UNIT BID FORM- attached separately

The Bidder is required to provide the attached unit bid form as the basis of their bid. Unit prices for each item listed shall be inclusive of all fabrication, delivery, full and final installation and overhead and profit. This will be used to evaluate the bid responses to assure accuracy and completeness of all bids. It will also be the basis used for any item provision adjustments made in the process of the project. There is a separate line item for installation costs. No taxes are required for this government project.

Note: The Bidder may attach a computer spreadsheet printout in lieu of filling in the attached table, as long as all requested information is provided in the format indicated in the attachment.

3. SCHEDULE

The Bidder agrees to commence Work under this Contract on a date to be specified in the written Notice to Proceed from the Owner, with installation ready to commence as the building construction schedule progresses. Further clarification of an installation schedule will be coordinated with the Contractor during the course of the project, in relation to the construction schedule and coordination of multiple contractors on the job-site.

4. SAMPLE INSURANCE CERTIFICATE

The Bidder must submit a sample insurance certificate as part of his proposal. This certificate shall include the phone number and personal contact for the insurance carrier so that verification may be facilitated.

5. CONCLUSIONS

It is understood that the Owner shall have the right to waive any informality or irregularity in any bid received, and that it will have the right to reject any or all bids and to rebid the Contract.

6. ACKNOWLEDGEMENT OF TERMS AND CONDITIONS:

Bidder shall acknowledge agreement with each statement by placing a check mark within the parenthesis to left.

- ☐ 6.01 All materials furnished will be subject to the approval of Augusta.
- ☐ 6.02 All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, September 20, 2016 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.
- ☐ 6.03 Prices must be guaranteed for a minimum of sixty (60) days after bids have been opened, pending the execution of contract with the successful bidder.
- ☐ 6.04 Provide one (1) original unbound, and four (4) bound copies of Exhibit II, the "Form of Proposal", and all appropriate documentation. Failure to provide four copies may result in the rejection of the bid.
- ☐ 6.05 Proposer is not an employee of Augusta.
- ☐ 6.06 All warranties, expressed or implied, must be submitted in writing with the bid package and will become a part of the vendor's formal offering.
- ☐ 6.07 Equal products by other than the specified manufacturer must be approved by the owner in advance in the specified format. It is the responsibility of the firm to demonstrate, to the owner's satisfaction, that their product is equal in quality and performance.

7. PRICING:

The undersigned firm proposes to undertake the referenced project as shown in this Invitation to Bid, and all exhibits, at the following quoted lump sum price (**Exhibit III**):

\$ _____ Dollars (\$ _____)

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this Request for Bids and certify that I have signatory authority to bind the firm to the terms of this document.

Respectfully submitted:

By: _____
(Authorized signature)

Name: _____

Title: _____

Attachments required to be part of the submitted proposal in accordance with the Instructions to Bidders are:

1. Bid Form with Unit Bid Form sheet(s)
2. Insurance Information Form

All attachments are required to be included with the Bid. No bids will be considered to be acceptable without all attachments.

OFFEROR MUST RETURN THIS COMPLETED FORM WITH THE PROPOSAL

BID ITEM: 16-238				EXHIBIT III		
Furniture and Panels Systems Workstations						
Public Defender's Office						
Tag	Mfg	Part Number	Part Description	Qty	Unit \$	Extension
BC1	F.E. Hale	3624SCL	Mohawk Series Bookcase Double-Faced Starter 36"H x 36"W x 24"D - Oak Finish	1		
		3624ACL	Mohawk Series Bookcase Double-Faced Adder 36"H x 36"W x 24"D - Oak Finish	1		
		C3636BK2	Mohawk Series Bookcase Double-Faced Back Panel/Partition - Oak Finish	2		
BC2	F.E. Hale	8412SCL	Mohawk Series Bookcase Single-Faced Starter - Oak Finish	3		
		C8436BK1	Mohawk Series Bookcase Single-Faced Back Panel - Oak Finish			
CH1	Allseating	92040-CA	Zip, Fully Upholstered, Conference, Midback, Synchro Tilt, Conference Arms	50		
		C1	Upholstered Cap			
		SS	Seat Slider			
		HAB	High Profile Aluminum Base with 65mm (2.5") Casters			
		(9)	Upholstery: Turner			
		FV-TCHIN	Color: Chinchilla			
CH2	Allseating	95040-4D	Zip, Mesh Back, Task, Midback, Synchro Tilt, 4 Dimensional Arm	28		
		HM	Horizontal Mesh			
		SS	Seat Slider			
		(17)	Upholstery: Touche			
		FV-TSPAC	Color: South Pacific			
CH3	Allseating	95040-CA	Zip, Mesh Back, Conference, Midback, Synchro Tilt, Conference Arms	48		
		BA	Black Arm Pads			
		HM	Horizontal Mesh			
		HAB	High Profile Aluminum Base with 65mm (2.5") Casters			
		(17)	Upholstery: Touche			
		FV-TSPAC	Color: South Pacific			
CH4	Allseating	95040-NA	Zip, Mesh Back, Task, Midback, Synchro Tilt, No Arms	40		

		HM	Horizontal Mesh			
		HAB	High Profile Aluminum Base with 65mm (2.5") Casters			
			Upholstery: Momentum Beeline			
			Color: Forge			
CH5	Allseating	39054-NA	Multiflex, No Arms	50		
		SIL	Silver (Standard)			
		SL	Color: Slate			
		PY	Polypropylene Seat			
CH6	Allseating	39054-WA	Multiflex, with Arms	25		
		SIL	Silver (Standard)			
		SL	Color: Slate			
		PY	Polypropylene Seat			
CH7	Allseating	MULTI DOLLY-12	Multi Dolly, Stacks 12 High, 44"Hx29"Wx46.5"D	6		
CH8	NOF	N55EE	ADMIRE,GUEST CHAIR,HALF UPHOLSTERED BACK,ARMS	98		
		MOMC	Upholstery: MOMENTUM GRADE C			
		09137544	Color: COVER CLOTH CYAN			
		792	Finish: SABLE			
CH9	Cherryman	MUS01-WHT	Muse Chair. White Shell.	19		
	Cherryman	MUS02-WOD	Muse Chair. Wood Grain Legs.			
CH10	GRP	TE1	TERRA - 1-seat Armchair, Spacing on Seat Sides	6		
		E8	Metallic Silver Frame			
			Upholstery: ArcCom - Spin			
			Color:Sand			
CH11	Spec	4020	Bean Stool	4		
		SILVER	Frame: Silver			
		WILSONART	Wilsonart Laminates			
		TOR	GREY MESH 4877-38			
		PVF	PVC Flat Profile Edge			
		RAL1003	RAL 1003			
CH12	GRP	CU305	CUBE 300 - Armless Chair, Legless	3		
		SL	Upholstery: Silvertex Vinyl			
		24	Color: UC Silvertex-Meteor			
		CU3B1M	CUBE 300 - Single-section Base (Legs)			
		E8	Metallic Silver Frame			
CH15	GRP	CU3B3M	CUBE 300 - Triple-section Base (legs)	9		

		E8	Metallic Silver Frame			
		CU302	CUBE 300 - Armless Chair, Legless			
		SL	Upholstery: Silvertex Vinyl			
		24	Color: UC Silvertex-Meteor			
		CU303	CUBE 300 - Left-side Armchair, Legless			
		SL	Upholstery: Silvertex Vinyl			
		24	Color: UC Silvertex-Meteor			
		CU304	CUBE 300 - Right-side Armchair, Legless			
		SL	Upholstery: Silvertex Vinyl			
		24	Color: UC Silvertex-Meteor			
CH16	GRP	CU3B1M	CUBE 300 - Single-section Base (Legs)	2		
		E8	Metallic Silver Frame			
		CU301	CUBE 300 - Ottoman, Legless			
		SL	Upholstery: Silvertex Vinyl			
		24	Color: UC Silvertex-Meteor			
D1	GRP	TNNS-MQTL2	SQUARE LEG - Silver Metal w/Casters	50		
		T1NN-RCT2448	RECTANGULAR TOP - smooth edge,48"W x 24"D 2 PCS			
		HZN	Wood Grain: Hazelnut			
		C3-TD3672	Rectangular Surface			
		HZN	Wood Grain : Hazelnut			
		C3-MP1523UF	Mobile Peds U/U 15x23			
		HZN	Wood Grain : Hazelnut			
		C3-201873B	Bookcase w/Doors, 18x20x73			
		HZN	Wood Grain : Hazelnut			
MC	GRP	T1NS-MS203636	MOBILE SERVING CART - ,Silver Accent,w/2 Doors,36"W x 20"D x 36"H	1		
		HZN	Wood Grain: Hazelnut			
MS1	GRP	C3-BS203633	Bookcase, 18x36x33	2		
		...	Wood Grain: Hazelnut			
		M1NNN-DV3636	1" TFL - PIGEONHOLES,VERTICAL-33,SMOOTH EDGE,36"HX16"DX36"W			
		...	Wood Grain: Hazelnut			
MS2	GRP	M1NNN-DV3636	1" TFL - PIGEONHOLES,VERTICAL-33,SMOOTH	2		

			EDGE,36"HX16"DX36"W			
		HZN	Wood Grain : Hazelnut			
T1	GRP	TNNS-MTB24	T-BASE - Silver Metal w/Casters	16		
		T1NN-RCT3072	RECTANGULAR TOP - smooth edge,72"W x 30"D 3 PCS			
		HZN	Wood Grain: Hazelnut			
T2	Spec	36D-DISC	36" Round Top with Disc Round Base	10		
		LAM	Laminate Top			
		WILSONART	Wilsonart Laminates			
		TOR	11104-78			
		SE	Laminate Self Edge			
		NICKEL	Nickel			
T3	Berco	Starfire 36SQ	Starfire 36" Square, Star base, Color Battleship. edge-P12 flat PVC,Color: Cashmere,Laminate Top: Wilsonart Pewter Mesh 4878-38	5		
T4	Spec	3030SQ BEAN	Bean 30 x 30 Square Freestanding Table	1		
		SILVER	Frame: Silver			
		WILSONART	Wilsonart Laminates			
		TOR	GREY MESH 4877-38			
		PVF	PVC Flat Profile Edge			
		RAL1003	RAL 1003			
T6	GRP	CU3-T3030	CUBE 300 - Square Table, 30W x 30D	4		
		E8	Metallic Silver Frame			
		HZN	Wood Grain: Hazelnut			
T7	GRP	CU3-T2424	CUBE 300 - Square Table, 24W x 24D	1		
		E8	Metallic Silver Frame			
		HZN	Wood Grain: Hazelnut			
T8	Mayline	77302	Event Series Folding Table 30" x 72"	20		
T9	Mayline	7730WC	Table Cart Capacity:20	1		
WS1	GRP	VLGC-BAR49	WS SUPPORT, WS Reinforcement Bar for Surface Lenght of 54L, Black (1)	1		
		VACP-2	WS SUPPORT, Cantilever Brackets, Standard, Pair			
		,TR-	SELECT Trim/Metal Color			
		K	Charcoal			
		VPF2-24-F	STORAGE, Pedestal, Fixed,			

			Recessed Pull, Metal Fronts, F/F		
		,TR-	SELECT Trim/Metal Color		
		R	Beige		
		VPPA-5036- NN	PANEL, Acoustical, 50H X 36W, Non-Powered, W/O Elect. Access or Knock Outs		
		,54-	GALET - Gr II (100% Eco Intelligent)		
		1	Sky Blue		
		,TR-	SELECT Trim/Metal Color		
		R	Beige		
		VPSG-1436- F-SK-1E	PANEL, Frosted Acrylic, Stack- On, for Acoustical Base Panel, 14H X 36W		
		,TR-	SELECT Trim/Metal Color		
		R	Beige		
		VNW-64	COMPONENT, Wall Mount, 64H		
		,TR-	SELECT Trim/Metal Color		
		R	Beige		
		VUWE- 4872- 441GSL	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet		
		,G-	Laminate Finish		
		HZN	Wood Grain: Hazelnut		
		VB3R-5124- F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Right, Full Pull, 51H X 24D		
		,TR-	SELECT Trim/Metal Color		
		R	Beige		
		VB3L-5124- F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Left, Full Pull, 51H X 24D		
		,TR-	SELECT Trim/Metal Color		
		R	Beige		
		VUWE- 4872- 441GSR	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet		
		,G-	Laminate Finish		
		HZN	Wood Grain: Hazelnut		
		VUSE-24	WS SUPPORT, End Panel, for 24D Surfaces		
		,G-	Laminate Finish		
		HZN	Wood Grain: Hazelnut		

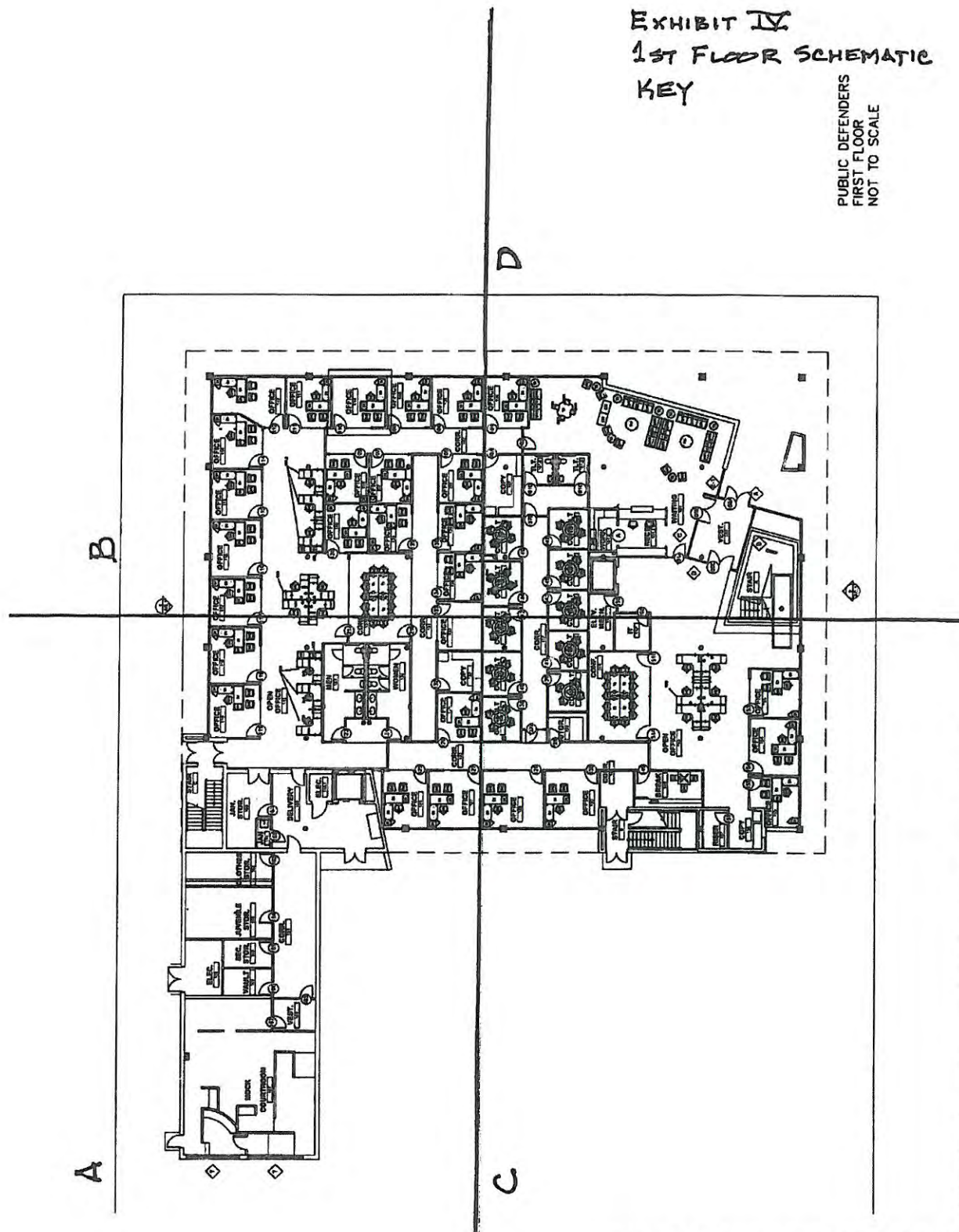
WS1.2	GRP	VPSG-1436-F-SK-1E	PANEL, Frosted Acrylic, Stack-On, for Acoustical Base Panel, 14H X 36W	1				
		,TR-	SELECT Trim/Metal Color					
		R	Beige					
		VNW-64	COMPONENT, Wall Mount, 64H					
		,TR-	SELECT Trim/Metal Color					
		R	Beige					
		VUWE-4872-441GSL	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	2				
		,G-	Laminate Finish					
		HZN	Wood Grain: Hazelnut					
		VB3R-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Right, Full Pull, 51H X 24D					
		,TR-	SELECT Trim/Metal Color					
		R	Beige					
		VB3L-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Left, Full Pull, 51H X 24D	1				
		,TR-	SELECT Trim/Metal Color					
		R	Beige					
		VUWE-4872-441GSR	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet					
		,G-	Laminate Finish					
		HZN	Wood Grain: Hazelnut					
VUSE-24	WS SUPPORT, End Panel, for 24D Surfaces	3						
,G-	Laminate Finish							
HZN	Wood Grain: Hazelnut							
WS2	GRP	VPF2-24-F	STORAGE, Pedestal, Fixed, Recessed Pull, Metal Fronts, F/F	1				
		,TR-	SELECT Trim/Metal Color					
		R	Beige					
		VACP-2	WS SUPPORT, Cantilever Brackets, Standard, Pair					
		,TR-	SELECT Trim/Metal Color					
		K	Charcoal					
		VERC-1	ELECTRICAL, Duplex Receptacle, Common Ground, 3-Circuit (PKG/6)					
		,TR-	SELECT Trim/Metal Color					

		R	Beige		
		VPPA-5036-PC	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access/Com. KO		
		,54-	GALET - Gr II (100% Eco Intelligent)		
		1	Sky Blue		
		,TR-	SELECT Trim/Metal Color		
		R	Beige		
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		,TR-	SELECT Trim/Metal Color		
		R	Beige		
		VPSG-1436-F-SK-1E	PANEL, Frosted Acrylic, Stack-On, for Acoustical Base Panel, 14H X 36W		
		,TR-	SELECT Trim/Metal Color		
		R	Beige		
		VUWE-4872-441GSL	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet		
		,G-	Laminate Finish		
		HZN	Wood Grain: Hazelnut		
		VB3R-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Right, Full Pull, 51H X 24D		
		,TR-	SELECT Trim/Metal Color		
		R	Beige		
		VTCP-4	COMPONENT, Finish Post Top Cap, Four-Way		
		,TR-	SELECT Trim/Metal Color		
		R	Beige		
		VEB-1	ELECTRICAL, Base Feed, Hardwire, 3-Circuit, Liquid Tight, 4' Long Cable		
WS3	GRP	VPPA-5036-PP	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access	1	
		,54-	GALET - Gr II (100% Eco Intelligent)		
		1	Sky Blue		
		,54-	GALET - Gr II (100% Eco Intelligent)		
		1	Sky Blue		

		,TR-	SELECT Trim/Metal Color	
		R	Beige	
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		1	Sky Blue	
		,TR-	SELECT Trim/Metal Color	
		R	Beige	
		VPPA-5036-NN	PANEL, Acoustical, 50H X 36W, Non-Powered, W/O Elect. Access or Knock Outs	
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		1	Sky Blue	
		,TR-	SELECT Trim/Metal Color	
		R	Beige	
		VB3L-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Left, Full Pull, 51H X 24D	
		,TR-	SELECT Trim/Metal Color	
		R	Beige	
		VB3R-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Right, Full Pull, 51H X 24D	
		,TR-	SELECT Trim/Metal Color	
		R	Beige	
		VUWE-4872-441GSR	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	
		,G-	Laminate Finish	
		HZN	Wood Grain: Hazelnut	
		VUWE-4872-441GSL	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	
		,G-	Laminate Finish	
		HZN	Wood Grain: Hazelnut	
		VPF2-24-F	STORAGE, Pedestal, Fixed, Recessed Pull, Metal Fronts, F/F	
		,TR-	SELECT Trim/Metal Color	
		R	Beige	
		VPSG-1436-F-SK-1E	PANEL, Frosted Acrylic, Stack-On, for Acoustical Base Panel, 14H X 36W	

		,TR-	SELECT Trim/Metal Color			
		R	Beige			
		VERC-1	ELECTRICAL, Duplex Receptacle, Common Ground, 3-Circuit (PKG/6)			
		,TR-	SELECT Trim/Metal Color			
		R	Beige			
		VEB-1	ELECTRICAL, Base Feed, Hardwire, 3-Circuit, Liquid Tight, 4' Long Cable			
		VVPS-64-F3	COMPONENT, Finish Post, Three-Way, Metal, Full Height Application, 3 Alignment Tabs, 64H			
		,TR-	SELECT Trim/Metal Color			
		R	Beige			
		,TR-	SELECT Top Cap Trim/Metal Color			
		R	Beige			
WS4	GRP	VPPA-5036-PP	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access	1		
		,54-	GALET - Gr II (100% Eco Intelligent)			
		1	Sky Blue			
		,TR-	SELECT Trim/Metal Color			
		R	Beige			
		VPPA-5036-PC	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access/Com. KO			
		,54-	GALET - Gr II (100% Eco Intelligent)			
		1	Sky Blue			
		,TR-	SELECT Trim/Metal Color			
		R	Beige			
		VPPA-5036-NN	PANEL, Acoustical, 50H X 36W, Non-Powered, W/O Elect. Access or Knock Outs			
		,54-	GALET - Gr II (100% Eco Intelligent)			
		1	Sky Blue			
		,TR-	SELECT Trim/Metal Color			
		R	Beige			
		VB3L-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Left, Full Pull, 51H X 24D			
		,TR-	SELECT Trim/Metal Color			
		R	Beige			

		VB3R-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Right, Full Pull, 51H X 24D		
		,TR-	SELECT Trim/Metal Color		
		R	Beige		
		VUWE-4872-441GSR	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet		
		,G-	Laminate Finish		
		HZN	Wood Grain: Hazelnut		
		VUWE-4872-441GSL	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet		
		,G-	Laminate Finish		
		HZN	Wood Grain: Hazelnut		
		VPF2-24-F	STORAGE, Pedestal, Fixed, Recessed Pull, Metal Fronts, F/F		
		,TR-	SELECT Trim/Metal Color		
		R	Beige		
		VPSG-1436-F-SK-1E	PANEL, Frosted Acrylic, Stack-On, for Acoustical Base Panel, 14H X 36W		
		,TR-	SELECT Trim/Metal Color		
		R	Beige		
		VERC-1	ELECTRICAL, Duplex Receptacle, Common Ground, 3-Circuit (PKG/6)		
		,TR-	SELECT Trim/Metal Color		
		R	Beige		
		VTCP-4	COMPONENT, Finish Post Top Cap, Four-Way		
		,TR-	SELECT Trim/Metal Color		
		R	Beige		
		VVPS-64-F3	COMPONENT, Finish Post, Three-Way, Metal, Full Height Application, 3 Alignment Tabs, 64H		
		,TR-	SELECT Trim/Metal Color		
		R	Beige		
		,TR-	SELECT Top Cap Trim/Metal Color		
		R	Beige		
		VEB-1	ELECTRICAL, Base Feed, Hardwire, 3-Circuit, Liquid Tight, 4' Long Cable		
					TOTAL



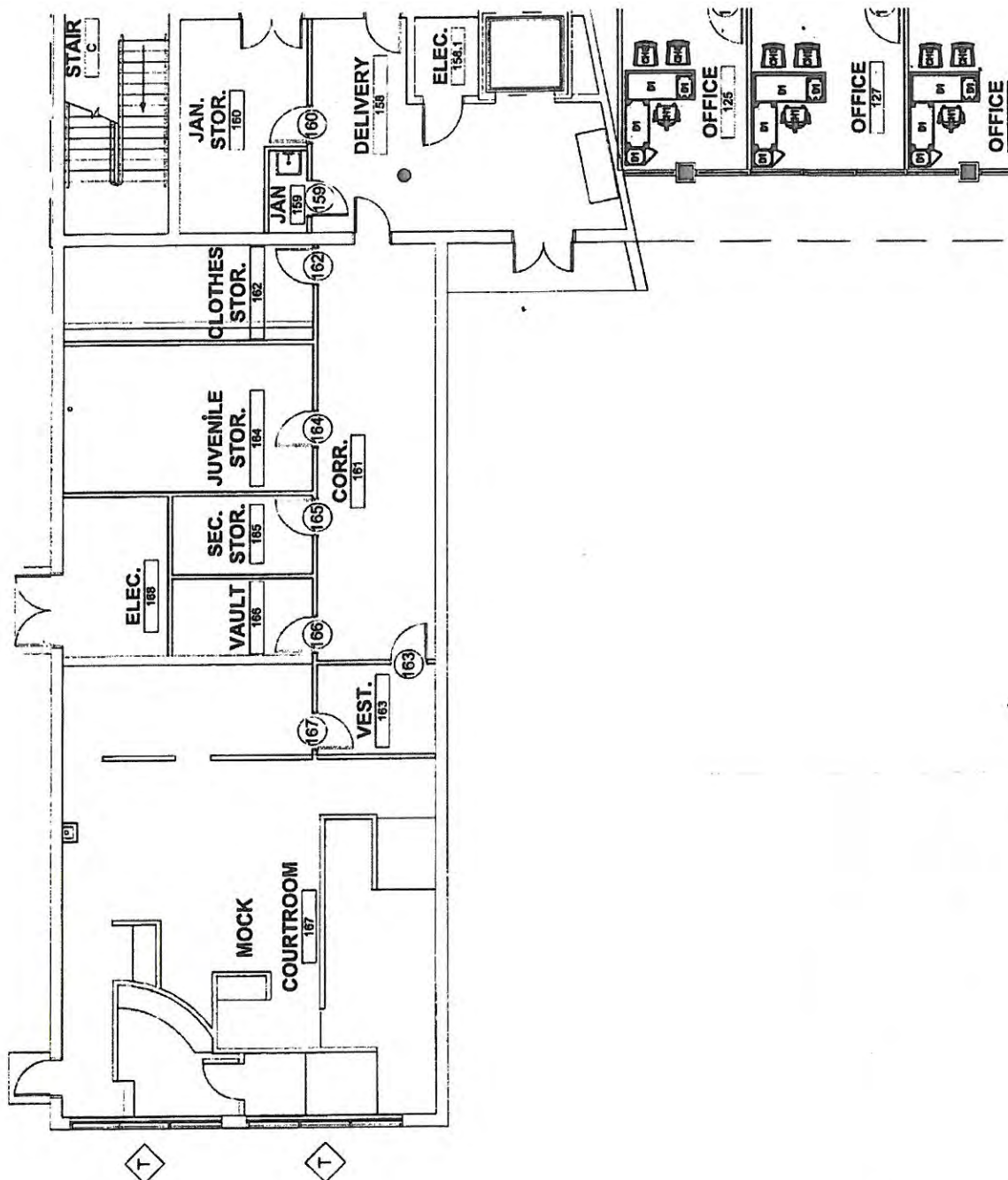
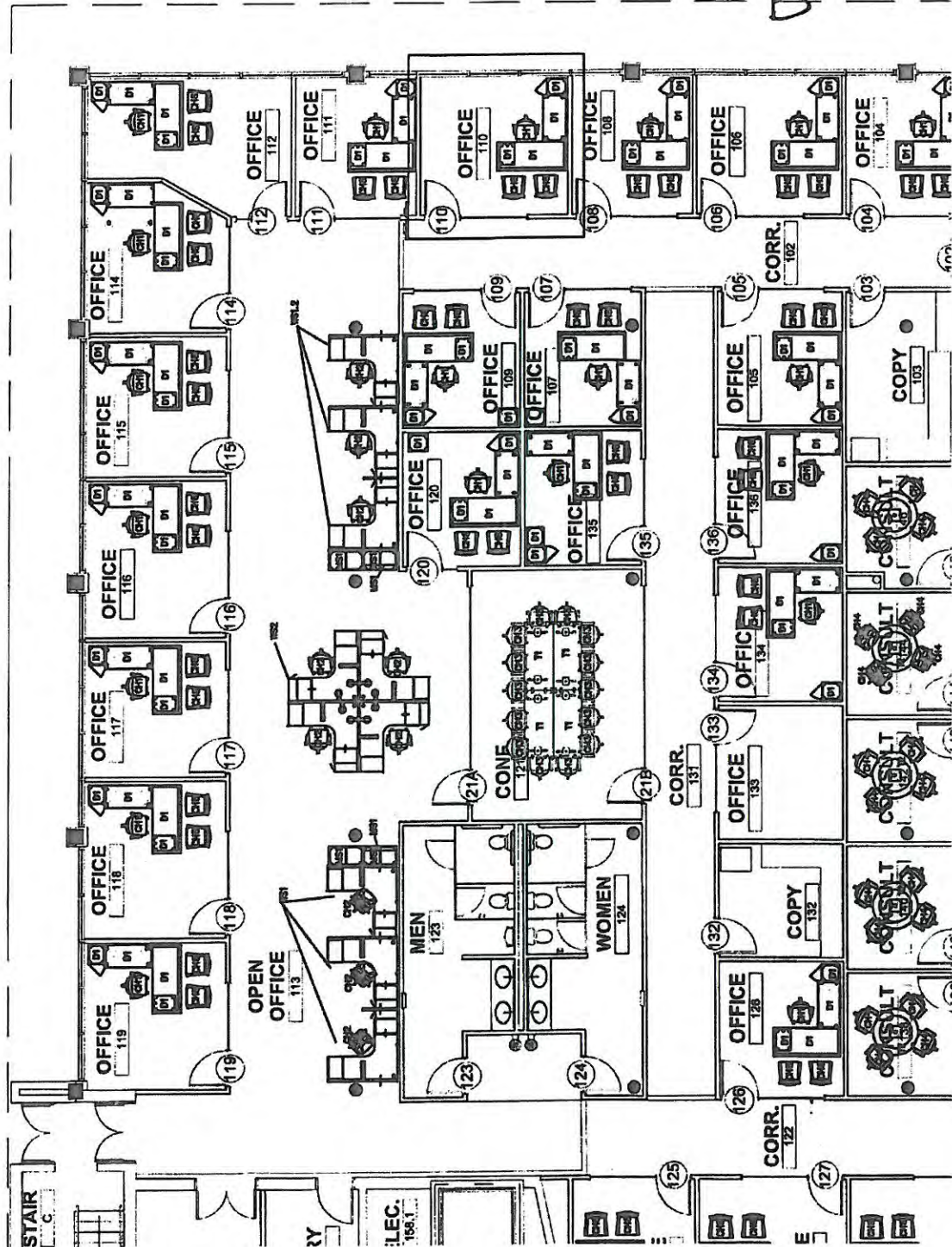


EXHIBIT IV
1ST FLOOR
"A"

EXHIBIT IV
1ST FLOOR

B



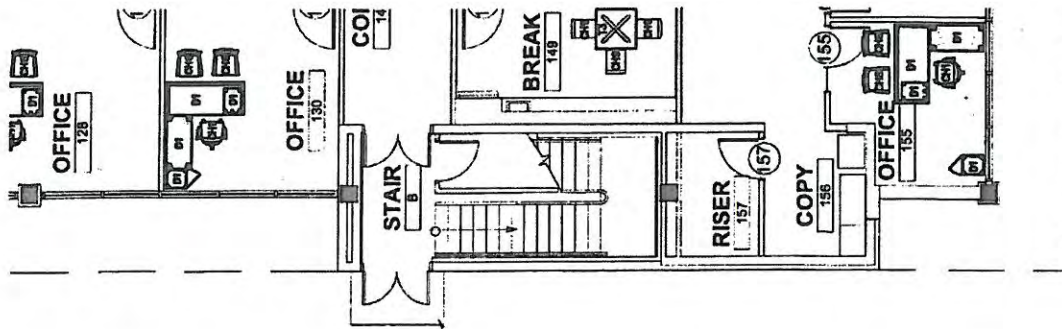


EXHIBIT IV
1ST FLOOR
C

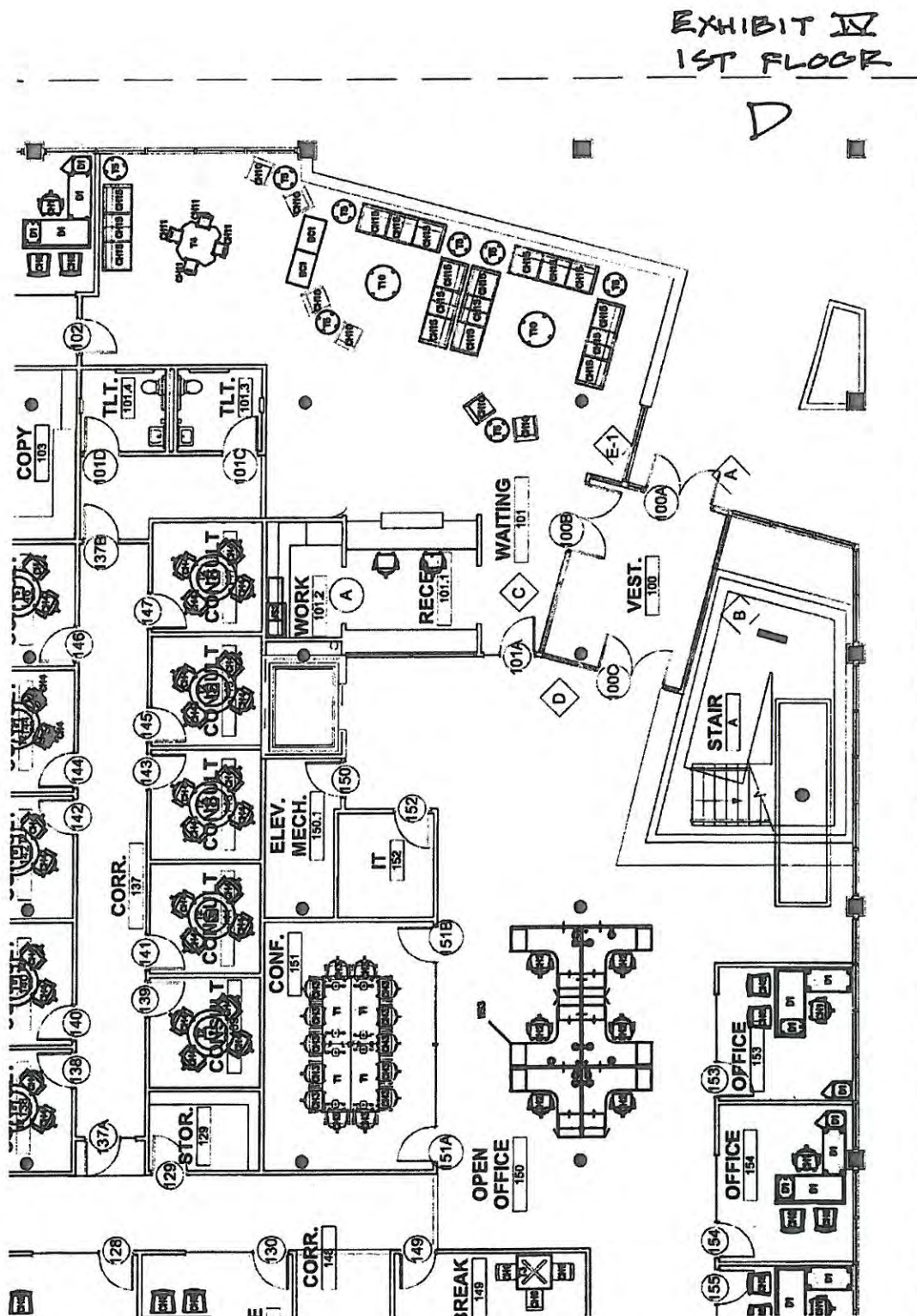
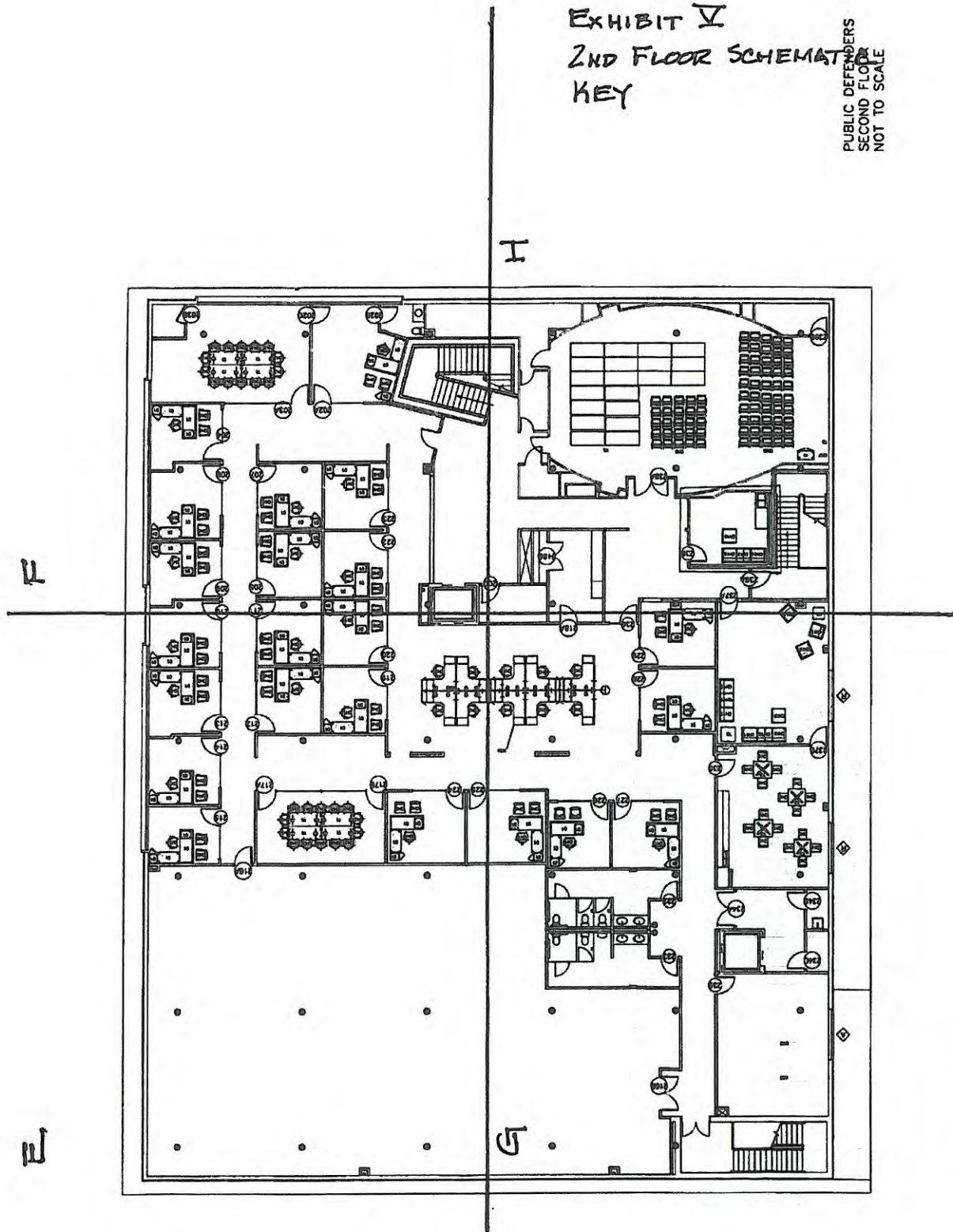


EXHIBIT V
2ND FLOOR SCHEMATIC
KEY

PUBLIC DEFENDERS
SECOND FLOOR
NOT TO SCALE



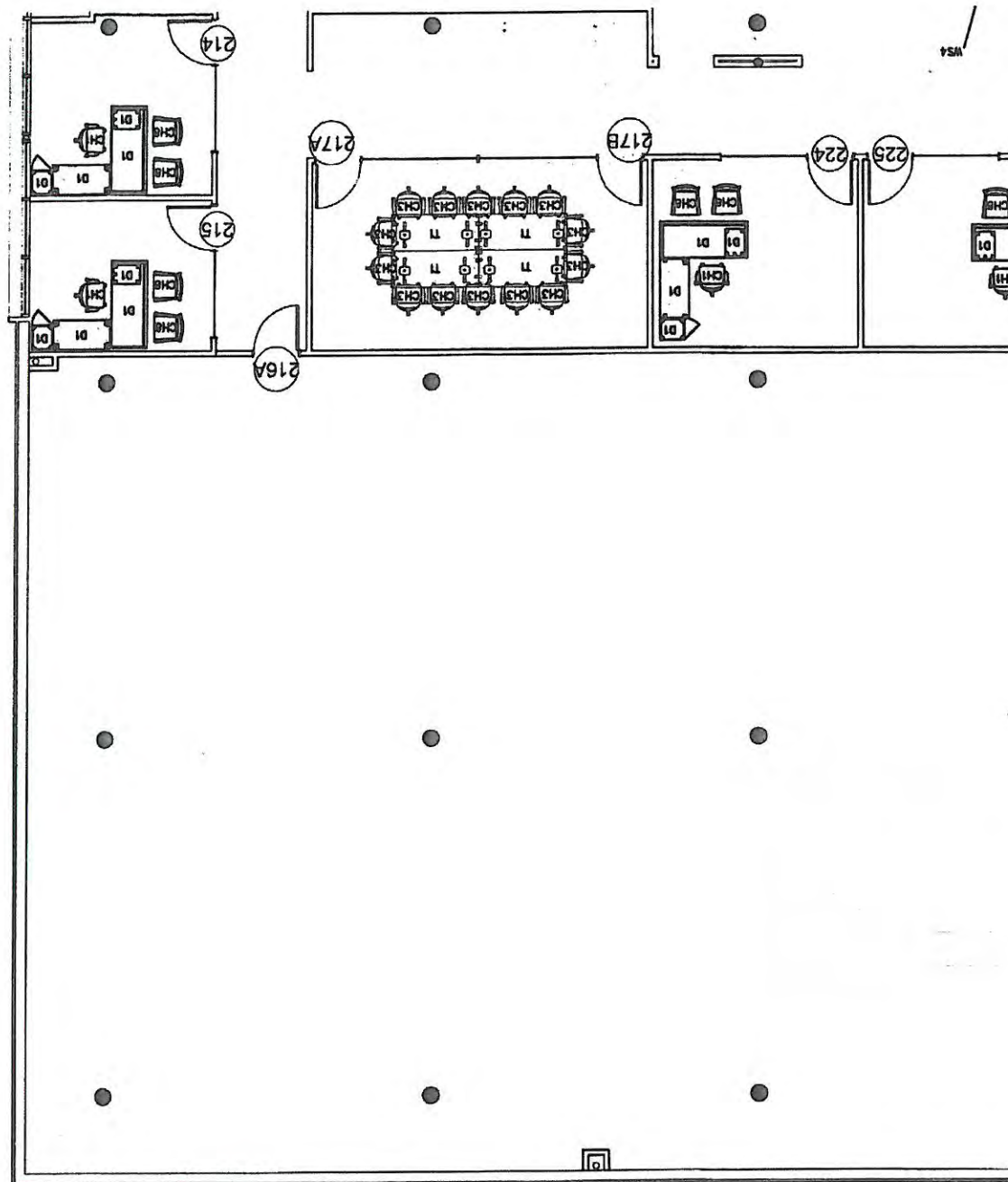
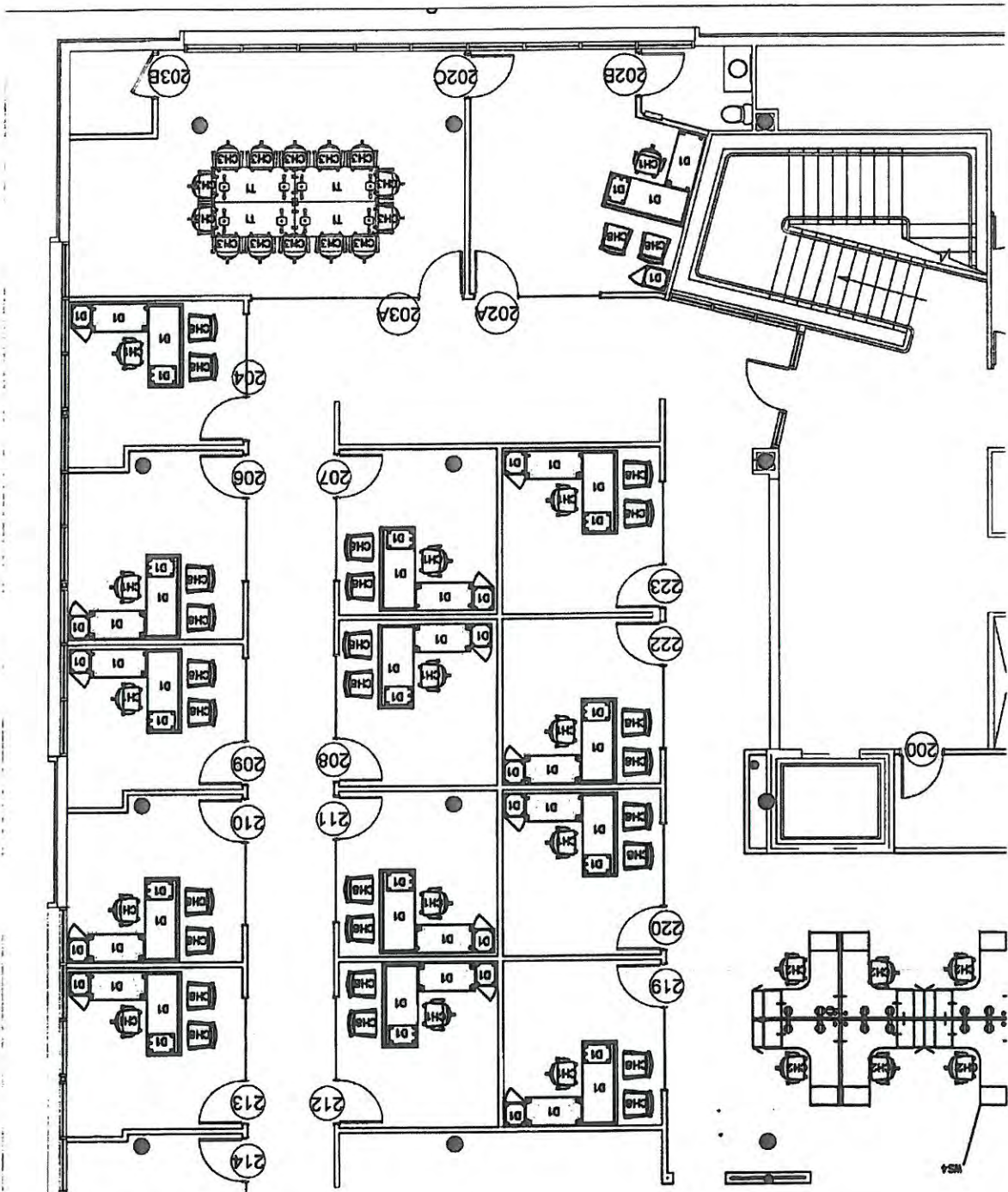


EXHIBIT V
2ND FLOOR
E

EXHIBIT V
2ND FLOOR
F



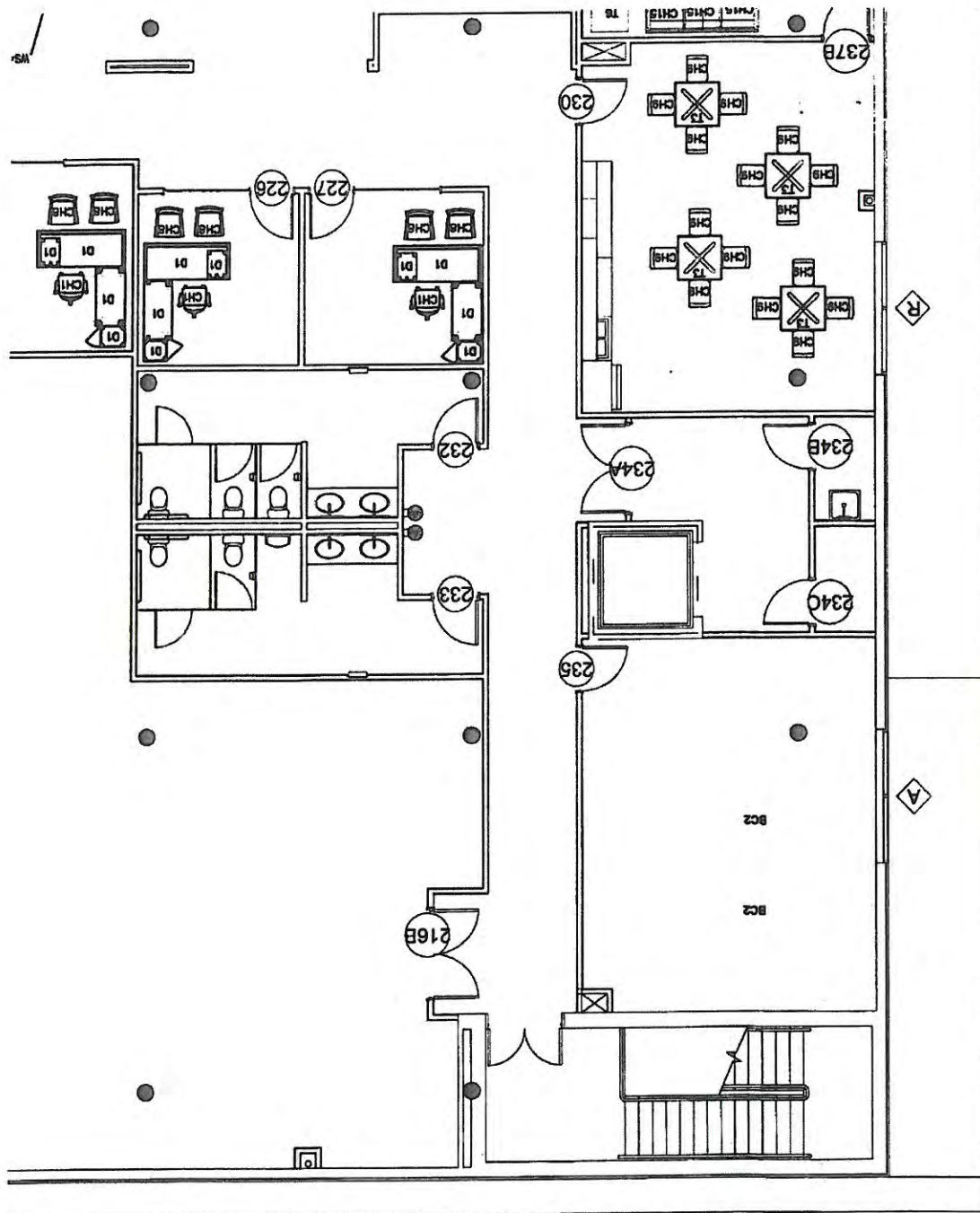


EXHIBIT V
2ND FLOOR
G

EXHIBIT V
2ND FLOOR
H

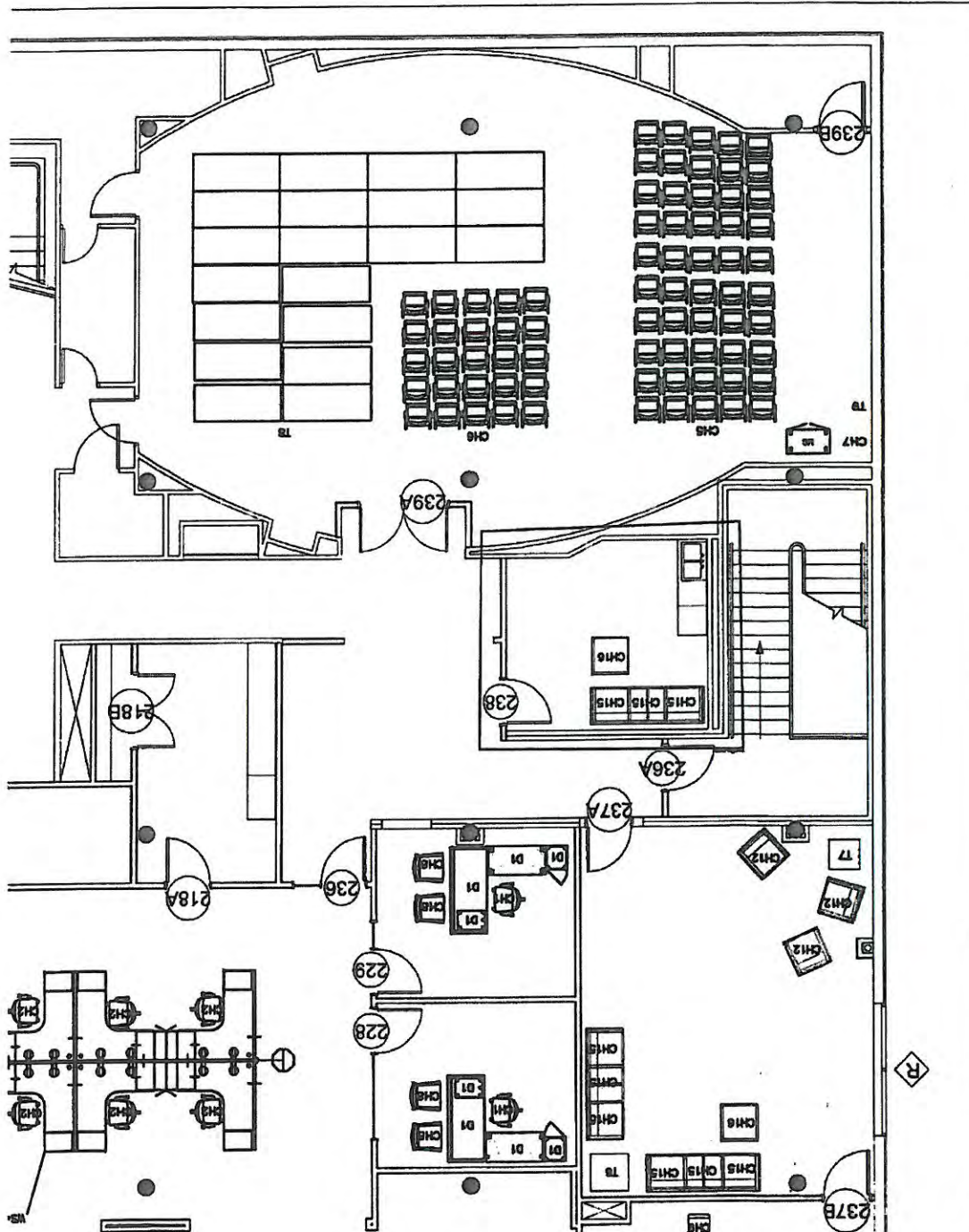


EXHIBIT VI FIRST FLOOR - KEY

PUBLIC DEFENDERS
FIRST FLOOR
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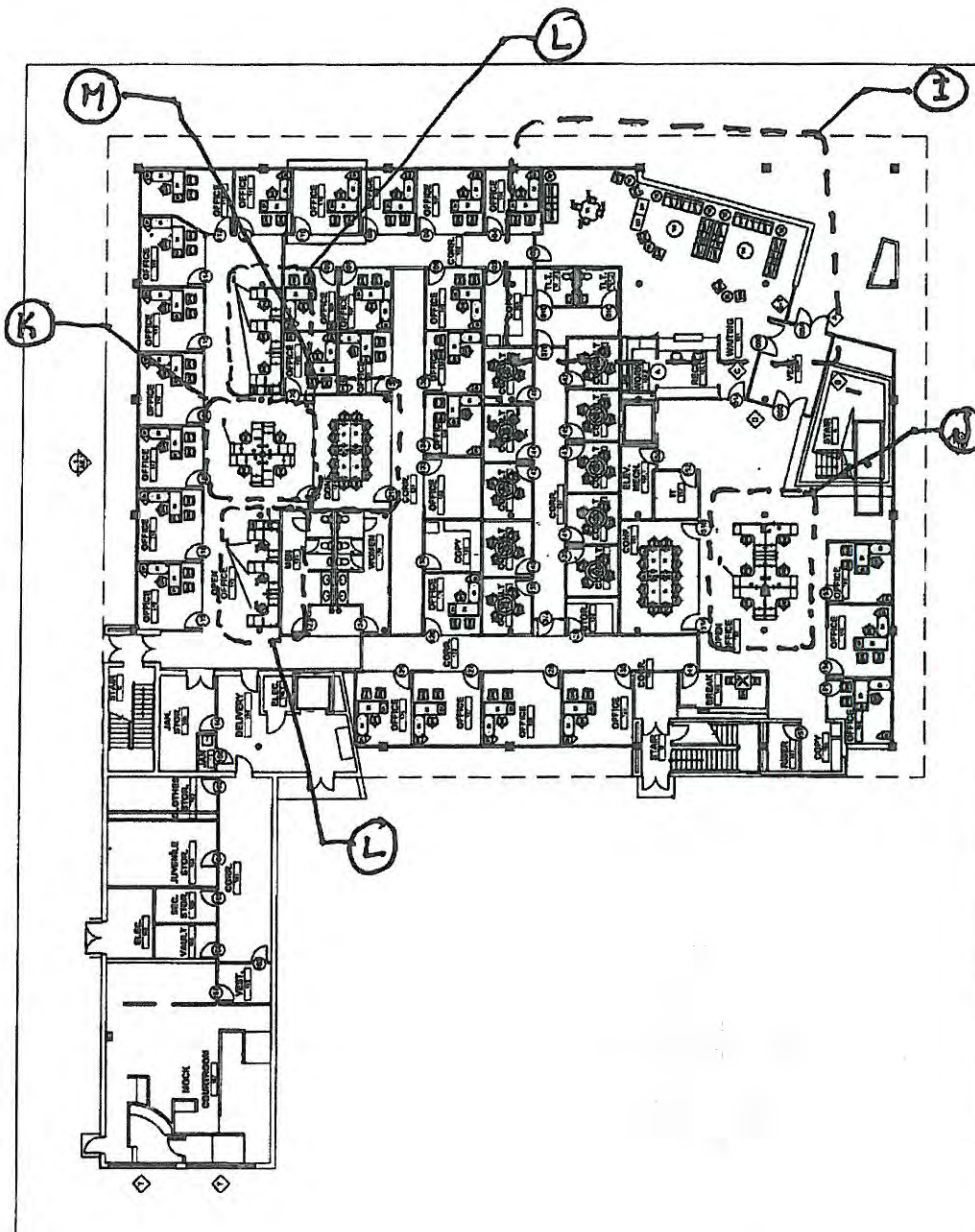


EXHIBIT VI
DETAIL PLAN
I

PUBLIC DEFENDERS
LOBBY
SCALE: 1/8" = 1'-0"

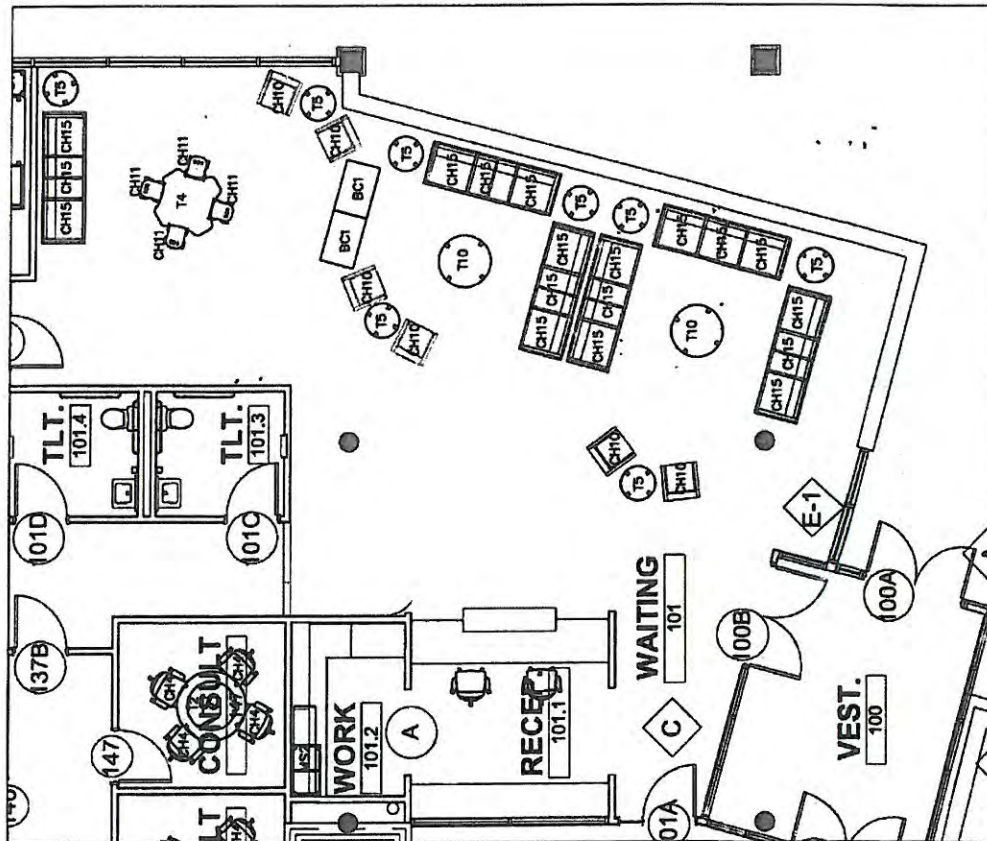


EXHIBIT VI
DETAIL PLAN
J

PUBLIC DEFENDERS
WS3
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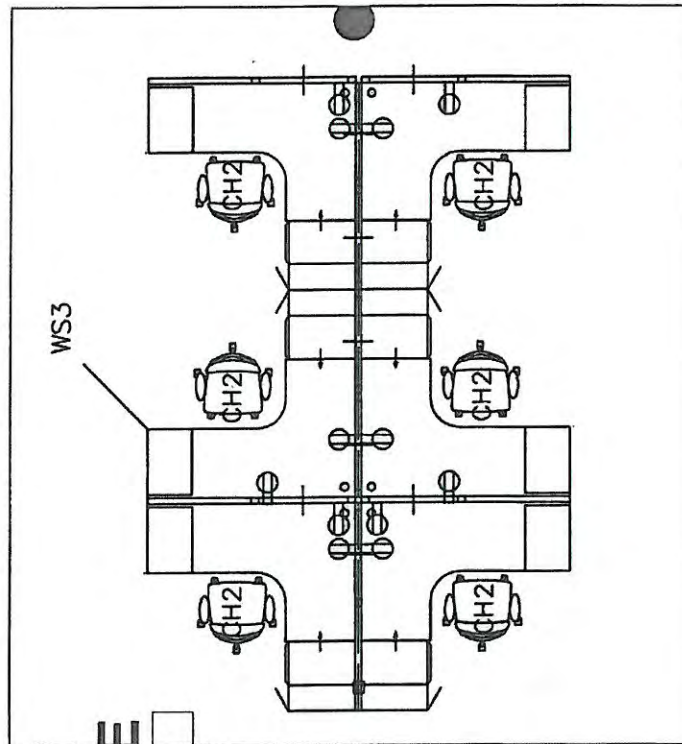
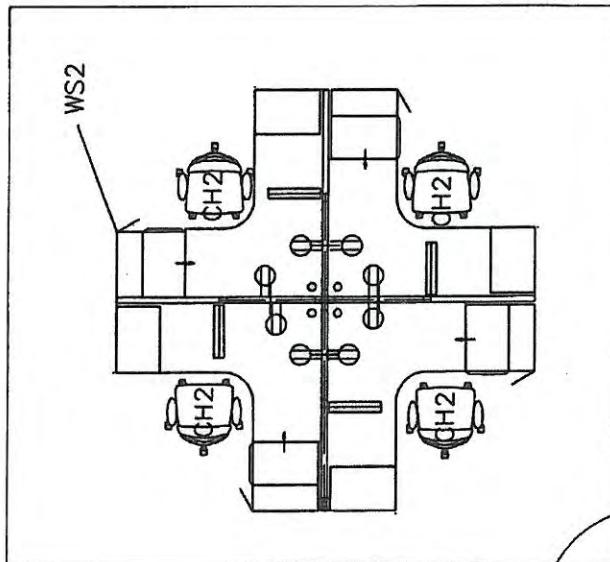


EXHIBIT VI
DETAIL PLAN
K

PUBLIC DEFENDERS
WS2
SCALE: 1" = 1'-0"



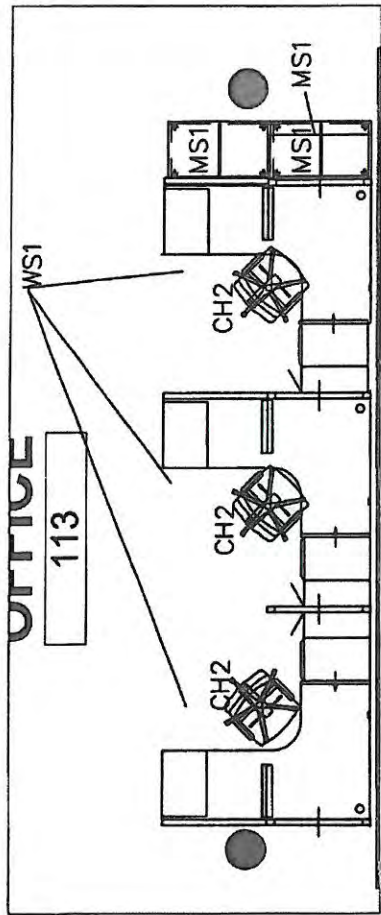
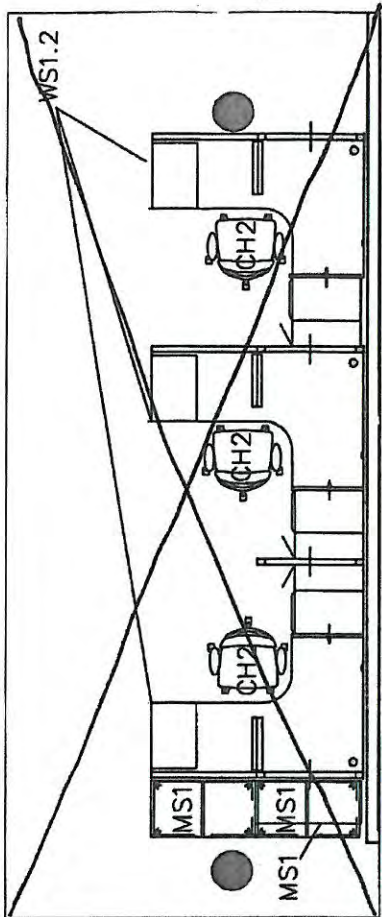


EXHIBIT VI
DETAIL PLAN
L



PUBLIC DEFENDERS
WS1 AND ~~WS2~~
SCALE: $\frac{1}{4}$ " = 1'-0"

EXHIBIT VI
DETAIL PLAN
M

PUBLIC DEFENDERS
CONFERENCE ROOM
AND OFFICE TYPICAL
SCALE: 1/4" = 1'-0"

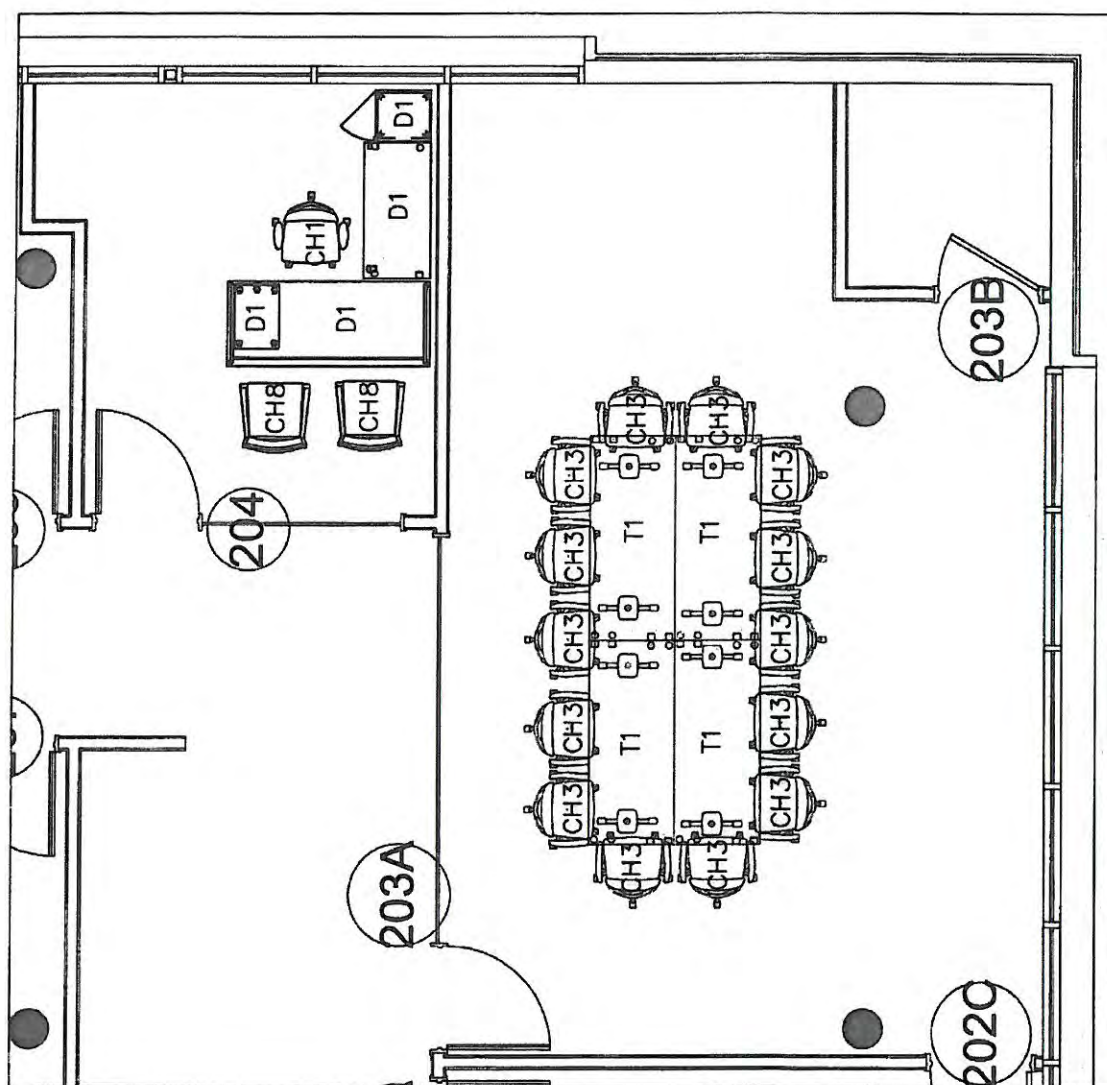


EXHIBIT VI
SECOND FLOOR

PUBLIC DEFENDER'S
SECOND FLOOR
NOT TO SCALE

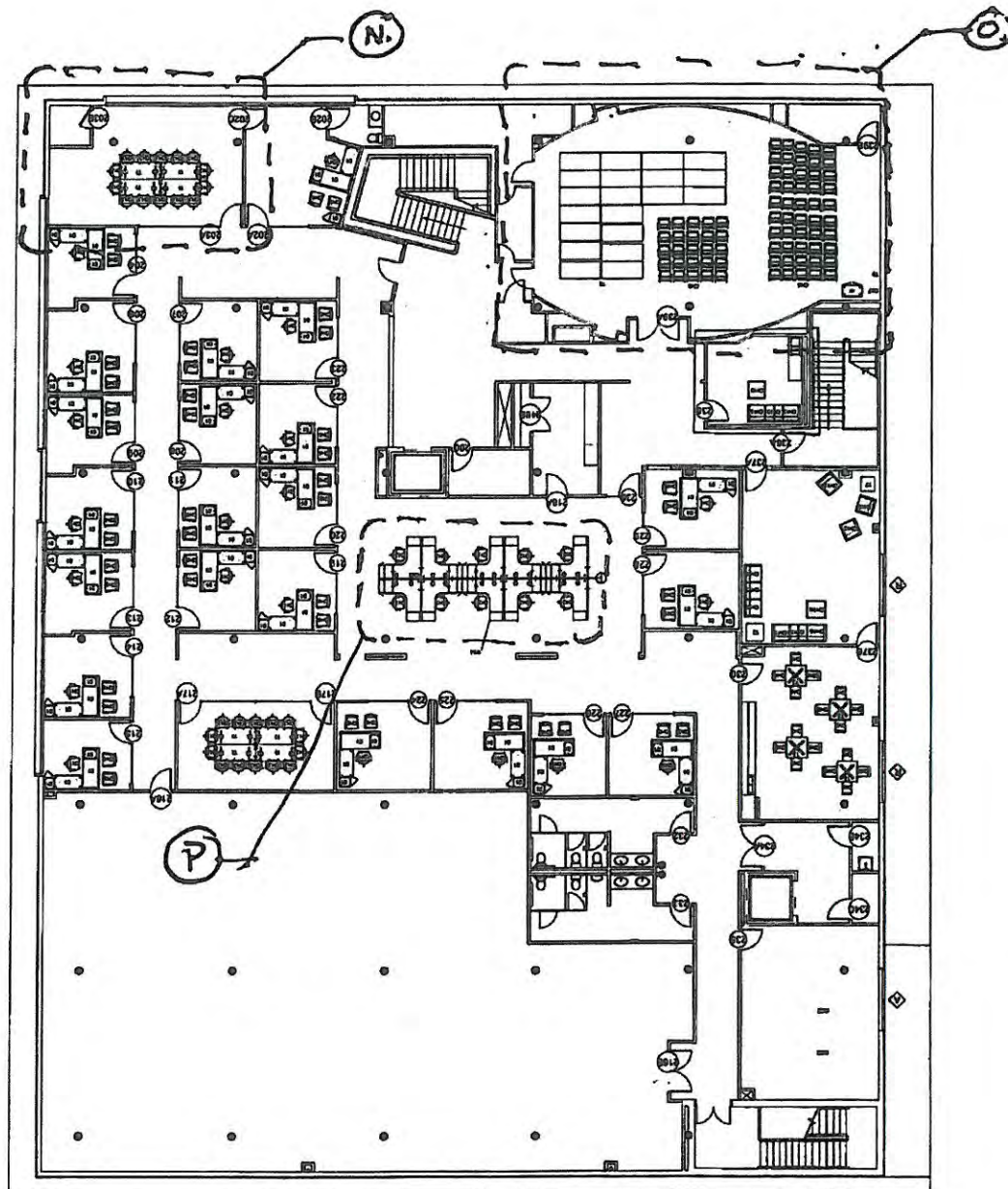


EXHIBIT VI
DETAIL PLAN
N

PUBLIC DEFENDERS' .
CONFERENCE ROOM
AND OFFICE TYPICAL
SCALE: 1/4" = 1'-0"

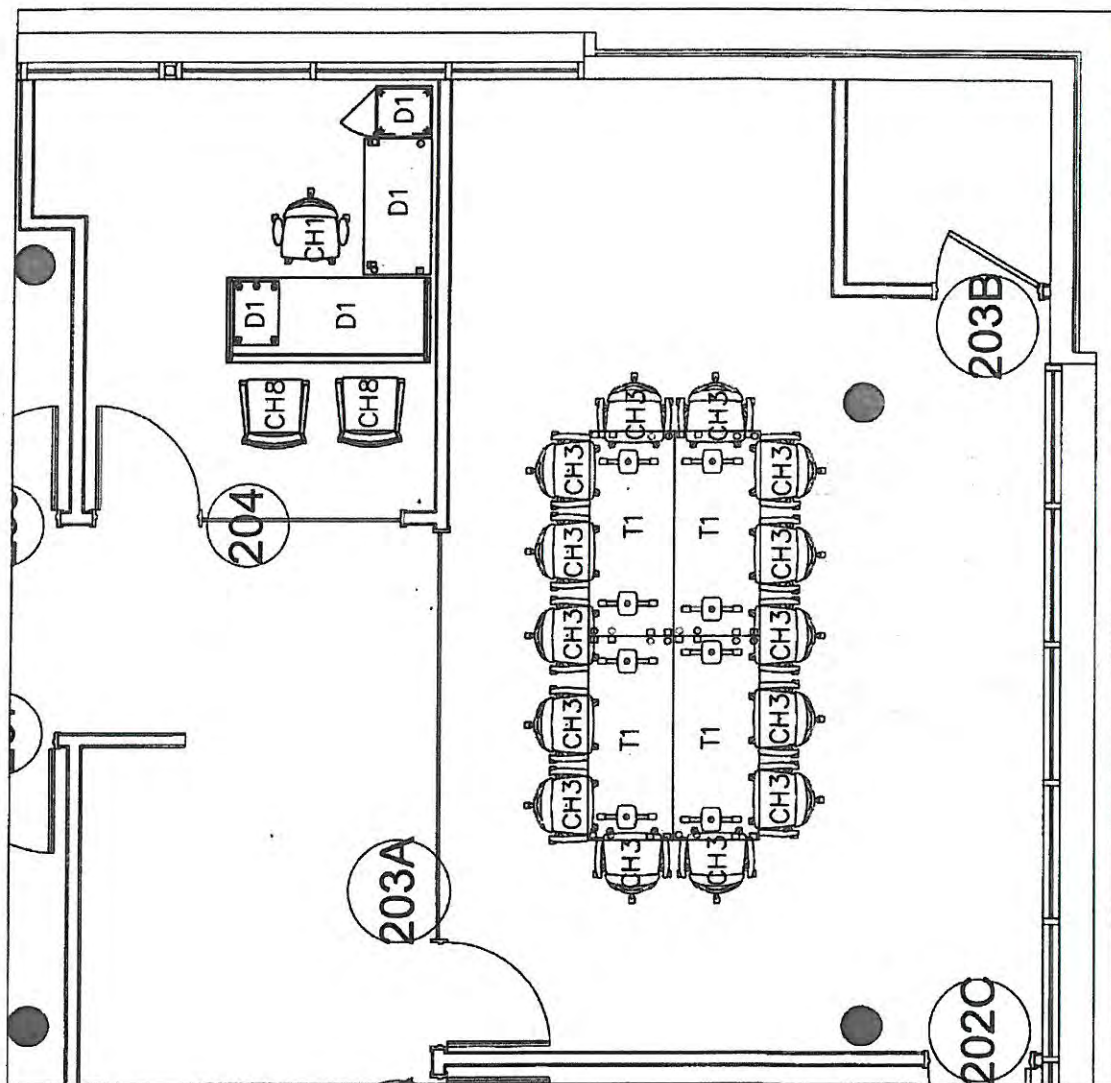


EXHIBIT VI
DETAIL PLAN
O

PUBLIC DEFENDERS
TRAINING ROOM
SCALE: 1" = 1'-0"

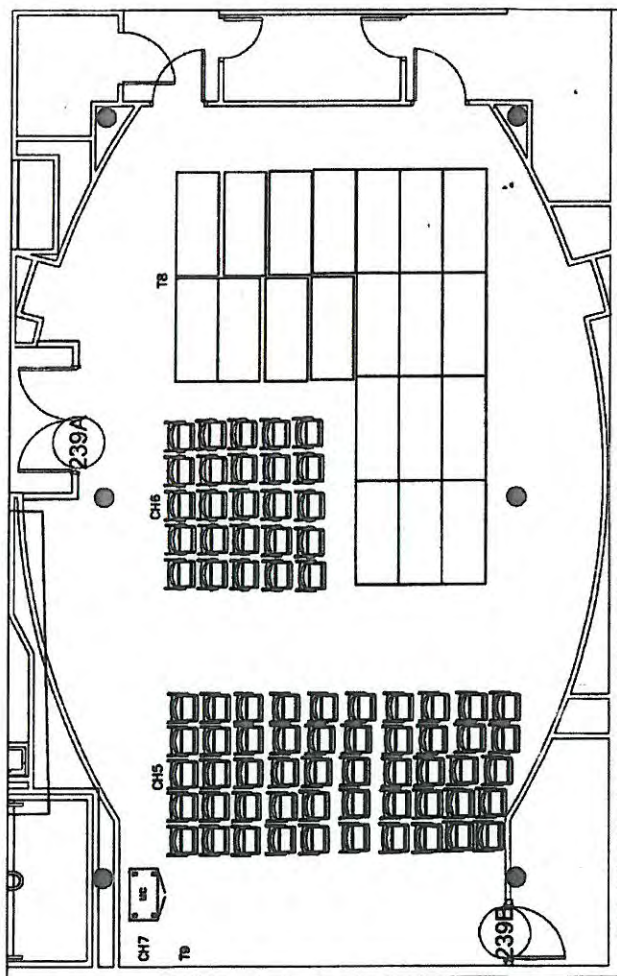
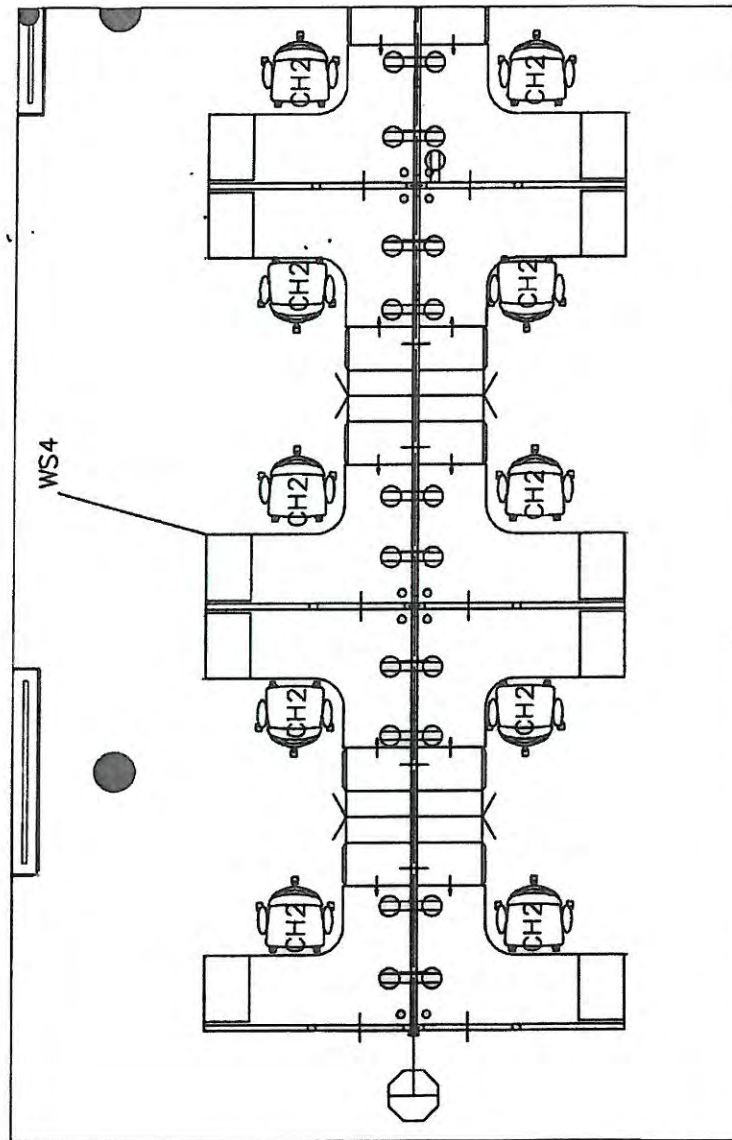


EXHIBIT VI
DETAIL PLAN
P

PUBLIC DEFENDERS
WS4
SCALE: $\frac{1}{4}$ " = 1' - 0"



Local Small Business Goal

The Local Small Business Opportunity Program provides for Local Small Business goals to be set on all applicable Augusta, Georgia procurements over \$100,000 in value.¹ The Local Small Business goal for this procurement is:

8 %

All bidders or proposers shall submit the following with their bid or proposal as required by Augusta, GA Code § 1-10-129:²

1. **Non-Discrimination Statement: As required by the Procurement document.³**
2. **Proposed Local Small Business Subcontractor/Supplier Utilization Plan.**
3. **Documentation of Good Faith Efforts to use local small businesses.**
4. **Local Small Business Utilization document.**

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

¹ Even when a solicitation does not contain a Local Small Business goal (or the goal is set at zero), each Bidder must negotiate in good faith with each local small business that responds to the Bidder's solicitation and each local small business that contacts the Bidder on its own accord. Self-performance does not exempt Bidders from Local Small Business Opportunity Program requirements unless the self-performer is a qualified and registered Local Small Business. All of the requirements of the Local Small Business Opportunity Program can be found in Augusta, GA Code, Chapter 10B.

² Applicable forms are available on Augusta Georgia's Disadvantaged Business Enterprise website: www.augustaga.gov.

³ Only one Non-Discrimination statement is required "See Attachment B".

Local Small Business Opportunity Program Requirements

Augusta, Georgia has adopted a race and gender neutral Local Small Business Opportunity Program (LSBOP). See Augusta, GA Code, Chapter 10B. Bidders are encouraged to carefully review the all of the requirements of the LSBOP which can be found on Augusta, Georgia's Disadvantaged Business Enterprise Department website (www.augustaga.gov). All of the requirements of the LSBOP become covenants of performance upon award of this procurement. The LSBOP provides for Local Small Business (LSB) goals to be set on all applicable procurements over \$100,000 in value and even when a solicitation does not contain a LSB goal, each Bidder must negotiate in good faith with each local small business that responds to the Bidder's solicitation and each local small business that contacts the Bidder on its own accord. Self-performance does not exempt Bidders from the LSBOP requirements unless the self-performer is a qualified and registered LSB. (See Augusta, GA Code § 1-10-129).

I. The pre-award requirements of the LSBOP are material conditions of this procurement.

A Bid shall be rejected if it is determined that a Bid fails to meet the required LSBOP requirements, including but not limited to, failing to provide the Required Pre-Award Bid Submittal documents, failing to provide commitments to achieve the applicable Project Specific LSB Goals (or the Bidder's documented Good Faith Efforts to do so). A Contractor's failure to carry out in good faith its Project Specific Goal commitments in the course of the Contract's performance shall constitute a material breach of the Contract and a violation of the AUGUSTA, GA CODE. If the breach is not cured within a reasonable amount of time, it may result in the termination of the Contract or such other remedies afforded by Federal, State or Local law.

II. Good Faith Efforts.

Pursuant to AUGUSTA, GA CODE SEC. 1-10-125(4) Good Faith Efforts shall be used by a bidder to seek Local Small Businesses to participate as a subcontractor or supplier. Such good faith efforts include, but are not necessarily limited to, the following actions:

- (a) Including qualified Local Small Businesses in the prime contractor's solicitations for subcontractors and suppliers.
- (b) Assuring that local small businesses are solicited whenever such business enterprises can perform a commercially useful function.
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of Local Small Businesses.
- (d) Establishing delivery schedules, where the requirements of the prime contract permit, which encourage participation of Local Small Businesses.
- (e) Using the services and the assistance of the Director of minority and small business opportunities in the identification of qualified local small businesses and negotiating subcontracts and supply contracts with such enterprises.
- (f) Requiring each first tier subcontractor to take the affirmative steps outlined within the AUGUSTA, GA CODE with respect to the identification and usage of second or third tier sub-contractors.
- (g) Placing notices of opportunities for qualified Local Small Businesses to perform subcontracting work on the eligible project in newspapers, trade journals, and other relevant publications, including publications specifically targeted to local small businesses, or communicating such notices of opportunities via the Internet or by other available media or means.
- (h) Designating portions of the work for Local Small Business subcontracting in trades with available Local Small Business subcontractors.
- (i) Providing a minimum of five (5) day notice to Local Small Businesses when requesting bids or proposals for furnishing material or services as a subcontractor or supplier.

III. Required Pre-Award Bid Submittals.

Pursuant to AUGUSTA, GA CODE SEC. 1-10-129 the following procedures and contract requirements will be used to insure that local small businesses are encouraged to participate in Augusta, Georgia contracts:

- (a) Each bidder shall be required to provide documentation of achieving the LSB goal or provide documentation of Good Faith Efforts to engage local small businesses as subcontractors or suppliers, the names of local small businesses and other subcontractors to whom it intends to award subcontracts, the dollar value of the subcontracts, and the scope of the work to be performed. If there are no sub-contracting opportunities, bidder shall so indicate on the appropriate form. Forms may be found on the official website of Augusta, Georgia.
- (b) Each bidder shall submit with their bid the following written documents, statements or forms, which are available at the Disadvantaged Business Enterprise Department and on the Disadvantaged Business Enterprise Department website:
 - (1) Non-Discrimination Statement which shall affirm the bidder's: (i) adherence to the policies of Augusta, Georgia relating to equal opportunity in contracting; (ii) agreement to undertake certain measures as provided in this policy to ensure maximum practicable participation of local small businesses; and (iii) agreement not to engage in discriminatory conduct of any type.
 - (2) Documentation of Good Faith Efforts to use local small businesses.
 - (3) Proposed Local Small Business Subcontractor/Supplier Utilization Plan.
 - (4) Executed Letter(s) of Intent with entities identified in LSB Utilization Plan.

Failure to submit the following documents in accordance with these requirements will cause the Bid or proposal to be declared non-responsive. Augusta, Georgia reserves the right to request supplemental information regarding a Bidder's submissions and the Bidder shall furnish such information in a timely manner. Failure to furnish information or otherwise cooperate may result in the rejection of the Bid.

IV. LSB Utilization Plan.

The Bidder must submit with its Bid a completed LSB Utilization Plan. The LSB Utilization Plan shall list the Subcontractor or Supplier's name(s), business address(s), telephone number(s), e-mail(s) and the name of the principal contact person(s) of each Subcontractor(s) or Supplier(s) intended to be used in the performance of the Contract, including firms proposed as to meet the Project Specific Goals.

Where the solicitation requires the Bidder to submit a base bid and one or more alternates, the LSB Utilization Plan must demonstrate the Bidder's achievement of the Project Specific Goal(s) or its Good Faith Efforts to achieve the Project Specific Goal(s) on the base bid.

V. Letter(s) of Intent.

The Bidder shall submit with its bid completed **Letter(s) of Intent (LOI)** utilizing the Letter of Intent format provided by the Disadvantaged Business Enterprise Department documents. The LOI must be executed by an authorized representative of the local vendor identified on the Utilization Plan and by the authorized representative of the Bidder. The LOI must accurately and completely detail the work to be performed and/or the materials to be supplied, and the agreed rates and/or prices to be paid. All Utilization Plan commitments must conform to those included in the submitted LOIs. The LOI will become a binding contract covenant upon the Bidder's receipt of a signed contract from Augusta, Georgia.

VI. Post Award Requirements.

- (a) Substitutions, Additions or Deletions of LSB Subcontractors or Suppliers.

In accordance with the requirements of the LSBOP, the Contractor shall provide the User Department, the Director of minority and small business opportunities and the Procurement Director written notice prior to

replacing or terminating a LSB on a contract and must comply with the Good Faith Efforts requirement to replace the departing local small business with another local small business. Likewise, when new opportunities for subcontracting arise on a contract and Augusta, Georgia sets a supplemental local small business goal, the contractors shall comply with the Good Faith Efforts set in an effort to meet the supplemental local small business goal.

(b) Contract Monitoring

(1) Monthly Utilization Reports

To evaluate the effectiveness of the LSBOP, Augusta, Georgia monitors the participation of Subcontractors and Suppliers on Augusta Georgia contracts. Each Contractor must submit a Monthly Utilization Report of Subcontract Payments by the 15th of each month. The Monthly Utilization Report must reflect, from project start to date, the Contractor's receipt of payments from Augusta Georgia and the utilization of and payments to all Subcontractors or Suppliers identified in the Utilization Plan. Failure to submit a completed monthly Status Report will be considered a contract breach.

Return all Utilization Reports to:

**Disadvantaged Business Enterprise Department
535 Telfair Street Room 610
Augusta, Georgia 30901**

(2) Monitoring Procedures

Procedures for monitoring contract compliance may include, but are not limited to, site visits or telephone audits; consideration of requests for substitutions, additions, deletions, or change orders; and review and verification of payments to Subcontractors or Suppliers as documented by the Monthly Utilization Status Reports of Subcontractor/Suppliers Payments.

PROJECT _____

LOCAL SMALL BUSINESS OPPORTUNITY PROGRAM**LETTER OF INTENT TO PERFORM AS A SUBCONSULTANT/SUBCONTRACTOR/SUPPLIER**TO: _____
(Name of Proposer)

- A. The undersigned intends to perform work in connection with the above project in the following capacity (check one):

_____ Individual

_____ Corporation

_____ Partnership

_____ Limited Liability Company (LLC)

_____ Joint Venture

- B. The Local Small Business Opportunity Program (LSBOP) status of the undersigned is confirmed as follows:

_____ By attachment of a current Certificate of Certification issued by the Department of Transportation

_____ By attachment of a current letter issued by the Disadvantaged Business Enterprise Office

- C. The undersigned is prepared to perform the following work in connection with the above project

- D. The undersigned states that they will be performing _____% of the total project.

- E. The undersigned will sublet and/or award _____% of this subcontract to non-Local Small Business Opportunity Program contractors and /or suppliers.

The undersigned will enter into a formal agreement for the above described work with the *Proposer* cited above conditioned upon the execution of a contract for the project cited herein between the *Proposer* and Augusta-Richmond County.

 (LSBOP Contractor Firm Name)

Date: _____

By: _____
 (Signature of Authorized Representative)

LOCAL SMALL BUSINESS UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____% LSBOP utilization on this contract.

_____ The bidder/offeror if unable to meet the LSBOP goal of _____% will submit documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

By _____
(Print Name)

(Signature)

(Date)

Good Faith Efforts

Attention Bidder/Proponent: List all subcontractors or suppliers that were contacted regarding this project. Use additional sheets as necessary.

Failure to complete this form, in its entirety with supporting documentation, will result in the bid being considered non-responsive to bid specification.

If you have failed to secure Local Small Business participation and you have subcontracting and/or supplier opportunities or if your participation is less than the City's Project Goal, you must complete this form.

Name of Subcontractor/Supplier	Address and Phone Number	Email	Person Contacted and Date	Scope of Work Solicited	Method of Communication	Results of Contact

Bidder/Proponent's

Project Name

Bid #

Signature

Date

Project Goal

EXHIBIT 9



Procurement Department

Mrs. Geri Sams, Director

MAILED/FAXED

TO: All Vendors
Nancy Williams, Quality Assurance Analyst
Takiyah Douse, Central Services Department

FROM: Geri Sams
Procurement Director *GAS*

DATE: September 16, 2016

SUBJ: Clarifications to the Specifications and Responses to Vendor's Questions

BID ITEM: Bid Item 16-238 Furniture for Public Defender's Office for Central Services Department

BID OPENING DATE: Thursday, October 4, 2016 @ 11:00 a.m.

ADDENDUM 1

Bidders on this project are hereby notified that this Addendum shall be attached to and made part of the above-named Bid Package. The changes and clarifications shall supplement the contract documents for the above referenced project. Changes shown in this document shall supersede previously dated contract documents. Acknowledge receipt of all Addendums on Attachment B within the Specifications package.

Responses to Vendor's Questions:

1. Would it be possible for bid responders to obtain the AutoCAD or .dwg file in order to verify room numbers, total counts, and furniture placement for installation purposes? No, CD file attached with Plan View, Elevation View, and PDF View.
2. Are there 3D views available for the bid responders to review of the desk typical, storage typicals, and workstation typicals? Would it be possible for those to be created if not already available? Yes, CD file attached with Plan View, Elevation View and PDF View.
3. Can bid responders be provided with detailed, dimensioned drawings of the workstation typicals showing panel sizes, work surface sizes, power placement, and stack kit placement? Yes, see revised bid form Exhibit III revised and supplemental details.
4. The desking typical and workstation typicals read total quantity required only. Can we be provided with a breakdown of the quantities for each part required? Yes, see revised bid form - Exhibit III revised and supplemental details.
5. Questions for D1 Exhibit VI Detail Plan M:
 - a. 50 total units are required. What is the quantity for part TNNS-MQTL2? It should read 200 if four are required for each unit. 100, see revised bid form - Exhibit III revised and supplemental details.

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- b. What is the quantity for part C3-MP1523UF? Additional parts are in select offices as shown in the drawing on page 35 of 59, Exhibit IV 1st Floor B that would increase the quantity from 50. Which room numbers require an additional unit? 50, See Exhibit III revised and supplemental details.
 - c. What is the quantity for part C3-201873B? Additional parts are in select offices as shown in the drawing on page 35 of 59, Exhibit IV 1st Floor B that would increase the quantity from 50. Which room numbers require an additional unit? 50, see revised bid form - Exhibit III revised and supplemental details.
 - d. Is each office to be keyed alike for storage? Yes
6. Typical MS1 has a total of 2 units specified on the worksheet, but it appears more units are in the detailed drawings. Are both parts required to be quantities of 2? Is part number M1NNN-DV3636 to be placed on top of part number C3-BS203633 or beside it? Yes, see revised bid form - Exhibit III revised and supplemental details. On top.
7. For typical MS2, is this to be installed as a standalone unit or is it to be placed one on top of each other? What is the required quantity? Standalone, see revised bid form - Exhibit III revised and supplemental details.
8. Questions for WS1 Exhibit VI Detail Plan L:
- a. Is the required quantity for part number VLGC-BAR49, three? This would provide one reinforcement bar for each station. Yes
 - b. Is the required quantity for part number VACP-2, three? This would provide two cantilever brackets (one pair) for each station. Yes
 - c. Is the required quantity for part number VUSE-24, three? This would provide one end panel for each station. Are these to be placed next to the storage towers? Yes, yes
 - d. Is there a need for work surface to wall brackets? No
 - e. Is the required quantity for part number VPF2-24-F, three? This would provide one fixed file/file pedestal for each station. Yes
 - f. Is the required quantity for part number VPPA-5036-NN, seven? This would be the only panel type for this workstation. Yes
 - g. Are all panels in this typical required to have part number VPSG-1436-G-SK-1? According to the drawing, it appears that four are required. No
 - h. Is the required quantity for part number VNW-64, four? This would allow each panel run to be wall mounted. Yes
 - i. Is the required quantity for part number VUWE-4872-441GSL, one? Please verify the hand is correct. Yes, Yes
 - j. Is the required quantity for part number VB3R-5124-F, two? Please verify the hand is correct. Yes, Yes
 - k. Is the required quantity for part number VB3L-5124-F, one? Please verify the hand is correct. Yes, Yes

- l. Is the required quantity for part number VUWE-4872-441GSR, two? Please verify the hand is correct. **Yes, Yes**
 - m. Are storage pieces to be keyed alike per individual? **Yes**
 - n. Are master keys or change keys required? **Yes**
9. Questions for WS1.2 Exhibit VI Detail Plan L:
- a. Is the required quantity for part number VLGC-BAR49, three? This would provide one reinforcement bar for each station. **Yes**
 - b. Is the required quantity for part number VACP-2, three? This would provide two cantilever brackets (one pair) for each station. **Yes**
 - c. Is the required quantity for part number VUSE-24, three? This would provide one end panel for each station. Are these to be placed next to the storage towers? **Yes, Yes**
 - d. Is there a need for work surface to wall brackets? **No**
 - e. Is the required quantity for part number VPF2-24-F, three? This would provide one fixed file/file pedestal for each station. **Yes**
 - f. Is the required quantity for part number VPPA-5036-NN, seven? This would be the only panel type for this workstation. **Yes**
 - g. Are all panels in this typical required to have part number VPSG-1436-G-SK-1? According to the drawing, it appears that four are required. **No**
 - h. Is the required quantity for part number VNW-64, four? This would allow each panel run to be wall mounted. **Yes**
 - i. Is the required quantity for part number VUWE-4872-441GSL, one? Please verify the hand is correct. **Yes, Yes**
 - j. Is the required quantity for part number VB3R-5124-F, two? Please verify the hand is correct. **Yes, Yes**
 - k. Is the required quantity for part number VB3L-5124-F, one? Please verify the hand is correct. **Yes, Yes**
 - l. Is the required quantity for part number VUWE-4872-441GSR, two? Please verify the hand is correct. **Yes, Yes**
 - m. Are storage pieces to be keyed alike per individual? **Yes**
 - n. Are master keys or change keys required? **Yes**
 - o. The detailed drawing on page 47 of 59, Exhibit VI Detailed Plan L is crossed out. Are we to go by the drawing on page 35 of 59, Exhibit IV 1st Floor B? If these are incorrect drawings, please provide the detailed drawing we are to use. **See revised bid form - Exhibit III revised and supplemental details.**
 - p. The specifications for this group only consisted of seven line items. Quite a few parts were missing from the components list. Please provide an updated list of required components and quantities that match the detailed drawing. **See revised bid form - Exhibit III revised and supplemental details.**

10. Questions for WS2 Exhibit VI Detail Plan K:

- a. Part number VLGC-BAR49 was not specified in this grouping. How many are required? This would provide one reinforcement bar for each station. **0**
- b. Is the required quantity for part number VACP-2, four? This would provide two cantilever brackets (one pair) for each station. **Yes**
- c. Are corner supports required for these stations? There are none currently specified. **Yes, See Exhibit III revised and supplemental details.**
- d. Part number VUSE-24 was not specified in this grouping. How many are required? This would provide one end panel for each station. Are these to be placed next to the storage towers? **0, no - Pedestal supported**
- e. Is the required quantity for part number VPF2-24-F, four? This would provide one fixed file/file pedestal for each station. **Yes**
- f. One of the panel types has the part number VPPA-5036-PC which has power that runs through the panel and cut outs for electrical and data. The other panel type specified has the part number VPPA-5036-PP which has power that runs through the panel and cut outs for electrical only. According to the drawing there are five powered panels and three non-powered panels. How many of panel VPPA-5036-PC are required? How many of panel VPPA-5036-PP are required? Are any non-powered panels required? **4,4, no.**
- g. Are all panels in this typical required to have part number VPSG-1436-G-SK-1? According to the drawing, it appears that four are required. **No**
- h. Is the required quantity for part number VTCP-4, one? This would connect the panels at a four way connection only. **Yes**
- i. Is the required quantity for part number VUWE-4872-441GSL, four? Please verify the hand is correct. **Yes, Yes**
- j. Is the required quantity for part number VB3R-5124-F, four? Please verify the hand is correct. **Yes, Yes**
- k. Are storage pieces to be keyed alike per individual? **Yes**
- l. Are master keys or change keys required? **Yes**
- m. The drawing shows a power pole unit for this workstation to be powered. It is not near a wall to base feed which is what is read in the specifications. Will there be a floor box for these stations or is this to be a power pole as shown in the drawing? **Floor Box**
- n. How many receptacles are required per workstation? A pack of six is specified leaving two workstations with two receptacles and two workstations with one receptacle. Is this acceptable? **Minimum 2**

11. Questions for WS3 Exhibit VI Detail Plan J:

- a. Part number VLGC-BAR49 was not specified in this grouping. How many are required? This would provide one reinforcement bar for each station. **0**

- b. Part number VACP-2 was not specified in this grouping. How many are required? According to the drawings, six would provide two cantilever brackets (one pair) for each station. **Yes, see revised bid form - Exhibit III revised and supplemental details.**
- c. Are corner supports required for these stations? There are none currently specified. **Yes**
- d. Part number VUSE-24 was not specified in this grouping. How many are required? This would provide one end panel for each station. Are these to be placed next to the storage towers? **0, No**
- e. Is the required quantity for part number VPF2-24-F, six? This would provide one fixed file/file pedestal for each station. **Yes**
- f. One of the panel types has the part number VPPA-5036-PC which has power that runs through the panel and cut outs for electrical and data. The other panel type specified has the part number VPPA-5036-PP which has power that runs through the panel and cut outs for electrical only. Another panel type specified has the part number VPPA-5036-NN which has no power and no cut outs for electrical or data. According to the drawing there are six powered panels and eight non-powered panels. How many of panel VPPA-5036-PC are required? How many of panel VPPA-5036-PP are required? How many of panel VPPA-5036-NN are required? **See revised bid form - Exhibit III revised and supplemental details.**
- g. Are all panels in this typical required to have part number VPSG-1436-G-SK-1? According to the drawing, it appears that nine are required. **See revised bid form - Exhibit III revised and supplemental details.**
- h. Part number VTCP-4 was not on the specifications. This would connect the panels at a four way connection only. Is one required for this application? **See revised bid form - Exhibit III revised and supplemental details.**
- i. Is the required quantity for part number VVPS-64-F3, one? This would connect the panels at a three way connection only. **See revised bid form - Exhibit III revised and supplemental details.**
- j. Is the required quantity for part number VUWE-4872-441GSL, three? Please verify the hand is correct. **See revised bid form - Exhibit III revised and supplemental details.**
- k. Is the required quantity for part number VB3R-5124-F, three? Please verify the hand is correct. **See revised bid form - Exhibit III revised and supplemental details.**
- l. Is the required quantity for part number VB3L-5124-F, three? Please verify the hand is correct. **See revised bid form - Exhibit III revised and supplemental details.**
- m. Is the required quantity for part number VUWE-4872-441GSR, three? Please verify the hand is correct. **See revised bid form - Exhibit III revised and supplemental details.**
- n. Are storage pieces to be keyed alike per individual? **Yes**
- o. Are master keys or change keys required? **Yes**
- p. The drawing shows a power pole unit for this workstation to be powered. It is not near a wall to base feed which is what is read in the specifications. Will there be a floor box for these stations or is this to be a power pole as shown in the drawing? **See revised bid form - Exhibit III revised and supplemental details.**

- q. How many receptacles are required per workstation? A pack of six is specified leaving one workstation with one receptacle each. Is this acceptable? See revised bid form - Exhibit III revised and supplemental details.

12. Questions for WS4 Exhibit VI Detail Plan P:

- a. Part number VLGC-BAR49 was not specified in this grouping. How many are required? This would provide one reinforcement bar for each station. See revised bid form - Exhibit III revised and supplemental details.
- b. Part number VACP-2 was not specified in this grouping. How many are required? According to the drawings, ten would provide two cantilever brackets (one pair) for each station. See revised bid form - Exhibit III revised and supplemental details.
- c. Are corner supports required for these stations. There are none currently specified. See revised bid form - Exhibit III revised and supplemental details.
- d. Part number VUSE-24 was not specified in this grouping. How many are required? This would provide one end panel for each station. Are these to be placed next to the storage towers? See revised bid form - Exhibit III revised and supplemental details.
- e. Is the required quantity for part number VPF2-24-F, ten? This would provide one fixed file/file pedestal for each station. See revised bid form - Exhibit III revised and supplemental details.
- f. One of the panel types has the part number VPPA-5036-PC which has power that runs through the panel and cut outs for electrical and data. The other panel type specified has the part number VPPA-5036-PP which has power that runs through the panel and cut outs for electrical only. Another panel type specified has the part number VPPA-5036-NN which has no power and no cut outs for electrical or data. According to the drawing there are ten powered panels and twelve non-powered panels. How many of panel VPPA-5036-PC are required? How many of panel VPPA-5036-PP are required? How many of panel VPPA-5036-NN are required? See revised bid form - Exhibit III revised and supplemental details.
- g. Are all panels in this typical required to have part number VPSG-1436-G-SK-1? According to the drawing, it appears that sixteen are required. See revised bid form - Exhibit III revised and supplemental details.
- h. Is the required quantity for part number VTCP-4, two? This would connect the panels at a four way connection only. See revised bid form - Exhibit III revised and supplemental details.
- i. Is the required quantity for part number VVPS-64-F3, one? This would connect the panels at a three way connection only. See revised bid form - Exhibit III revised and supplemental details.
- j. Is the required quantity for part number VUWE-4872-441GSL, five? Please verify the hand is correct. See revised bid form - Exhibit III revised and supplemental details.
- k. Is the required quantity for part number VB3R-5124-F, five? Please verify the hand is correct. See revised bid form - Exhibit III revised and supplemental details.
- l. Is the required quantity for part number VB3L-5124-F, five? Please verify the hand is correct. See revised bid form - Exhibit III revised and supplemental details.
- m. Is the required quantity for part number VUWE-4872-441GSR, five? Please verify the hand is correct. See revised bid form - Exhibit III revised and supplemental details.

- n. Are storage pieces to be keyed alike per individual? Yes
- o. Are master keys or change keys required? Yes
- p. The drawing shows a power pole unit for this workstation to be powered. It is not near a wall to base feed which is what is read in the specifications. Will there be a floor box for these stations or is this to be a power pole as shown in the drawing? A maximum of six workstations should be powered on one infeed. Are two power poles/base feeds required? See revised bid form - Exhibit III revised and supplemental details.
- q. How many receptacles are required per workstation? A pack of six is specified leaving six workstations with one receptacle each and no receptacles for four workstations. Is this acceptable? See revised bid form - Exhibit III revised and supplemental details.

13. Questions for substitutions Exhibit I:

- a. When are the Substitution Request Forms due? Tuesday, September 20, 2016 @ 5:00 p.m.
- b. Will manufacturer's standard alternate options for finishes and upholstery be deemed acceptable as long as it meets technical and aesthetic quality to a reasonable degree? Yes
- c. Are there any items that require a custom laminate option or fabric option that must be met exactly as specified in this bid? Yes, items will be specified in Addendum 2

Please acknowledge addendum in your submittal

END ADDENDUM

ATTACHMENTS:

REVISED BID FORM (7 PAGES)

Public Defender Final Plan First Floor Model (1 PAGE)

Public Defender Final Plan Second Floor Model (1 PAGE)

Public Defender Desk Units – Plan View, Elevation View, PDF View (4 PAGE)

Public Defender WS1 2D – Plan View (1 PAGE)

Public Defender WS1 3D – Elevation View (1 PAGE)

Public Defender WS1.2 2D – Plan View (1 PAGE)

Public Defender WS1.2 3D – Elevation View (1 PAGE)

Public Defender WS2 2D – Plan View (1 PAGE)

Public Defender WS2 3D – Elevation View (1 PAGE)

Public Defender WS3 2D – Plan View (1 PAGE)

Public Defender WS3 3D – Elevation View (1 PAGE)

Public Defender WS4 2D – Plan View (1 PAGE)

Public Defender WS4 3D – Elevation View (1 PAGE)

CD File: Public Defender Final Plan First Floor Model

Public Defender Final Plan Second Floor Model

Public Defender Desk Units – Plan View, Elevation View, PDF View

Public Defender WS1 2D – Plan View

Public Defender WS1 3D – Elevation View

Public Defender WS1.2 2D – Plan View

Public Defender WS1.2 3D – Elevation View

Public Defender WS2 2D – Plan View

Public Defender WS2 3D – Elevation View

Public Defender WS3 2D – Plan View

Public Defender WS3 3D – Elevation View

Public Defender WS4 2D – Plan View

Public Defender WS4 3D – Elevation View

BID ITEM: 16-138
Furniture and Panels Systems Workstations
Public Defender's Office

EXHIBIT III
REVISED 09/15/2016

Tag	Mfg	Unit Qty	Unit Cost	Total	Component Part Number	Component Part Description	Components/ unit
BC1	F.E. Hale	1			3624SCL	Mohawk Series Bookcase Double-Faced Starter 36"H x 36"W x 24"D - Oak Finish	1
					3624ACL	Mohawk Series Bookcase Double-Faced Adder 36"H x 36"W x 24"D - Oak Finish	1
					C3636BK2	Mohawk Series Bookcase Double-Faced Back Panel/Partition - Oak Finish	2
BC2	F.E. Hale	3			8412SCL	Mohawk Series Bookcase Single-Faced Starter - Oak Finish	1
					C8436BK1	Mohawk Series Bookcase Single-Faced Back Panel - Oak Finish	1
CH1	Allseating	50			92040-CA	Zip, Fully Upholstered, Conference, Midback, Synchro Tilt, Conference Arms	1
					C1	Upholstered Cap	
					SS	Seat Slider	
					HAB	High Profile Aluminum Base with 65mm (2.5") Casters	
					(9)	Upholstery: Turner	
					FV-TCHIN	Color: Chinchilla	
CH2	Allseating	28			95040-4D	Zip, Mesh Back, Task, Midback, Synchro Tilt, 4 Dimensional Arm	1
					HM	Horizontal Mesh	
					SS	Seat Slider	
					(17)	Upholstery: Touche	
					FV-TSPAC	Color: South Pacific	
CH3	Allseating	48			95040-CA	Zip, Mesh Back, Conference, Midback, Synchro Tilt, Conference Arms	1
					BA	Black Arm Pads	
					HM	Horizontal Mesh	
					HAB	High Profile Aluminum Base with 65mm (2.5") Casters	
					(17)	Upholstery: Touche	
					FV-TSPAC	Color: South Pacific	
CH4	Allseating	40			95040-NA	Zip, Mesh Back, Task, Midback, Synchro Tilt, No Arms	1
					HM	Horizontal Mesh	
					HAB	High Profile Aluminum Base with 65mm (2.5") Casters	
						Upholstery: Momentum Beeline	
						Color: Forge	
CH5	Allseating	50			39054-NA	Multiflex, No Arms	1
					SIL	Silver (Standard)	
					SL	Color: Slate	
					PY	Polypropylene Seat	
CH6	Allseating	25			39054-WA	Multiflex, with Arms	1
					SIL	Silver (Standard)	
					SL	Color: Slate	
					PY	Polypropylene Seat	
CH7	Allseating	6			MULTI DOLLY-12	Multi Dolly, Stacks 12 High, 44"Hx29"Wx46.5"D	1
CH8	NOF	98			N55EE	ADMIRE,GUEST CHAIR,HALF UPHOLSTERED BACK,ARMS	1
					MOMC	Upholstery: MOMENTUM GRADE C	
					09137544	Color: COVER CLOTH CYAN	
					792	Finish: SABLE	
CH9	Cherryman	19			MUS01-WHT	Muse Chair. White Shell.	1
					MUS02-WOD	Muse Chair. Wood Grain Legs.	1
CH10	GRP	6			TE1	TERRA - 1-seat Armchair, Spacing on Seat Sides	1
					EB	Metallic Silver Frame	
						Upholstery: ArcCom - Spin	
						Color:Sand	

BID ITEM: 16-138
Furniture and Panels Systems Workstations
Public Defender's Office

EXHIBIT III
REVISED 09/15/2016

Tag	Mfg	Unit Qty	Unit Cost	Total	Component Part Number	Component Part Description	Components/unit
CH11	Spec	4			4020	Bean Stool	1
					SILVER	Frame: Silver	
					WILSONART	Wilsonart Laminates	
					TOR	GREY MESH 4877-38	
					PVF	PVC Flat Profile Edge	
					RAL1003	RAL 1003	
CH12	GRP	3			CU305	CUBE 300 - Armless Chair, Legless	1
					SL	Upholstery: Silvertex Vinyl	
					24	Color: UC Silvertex-Meteor	
					CU3B1M	CUBE 300 - Single-section Base (Legs)	1
					E8	Metallic Silver Frame	
CH15	GRP	9			CU3B3M	CUBE 300 - Triple-section Base (legs)	1
					E8	Metallic Silver Frame	
					CU302	CUBE 300 - Armless Chair, Legless	1
					SL	Upholstery: Silvertex Vinyl	
					24	Color: UC Silvertex-Meteor	
					CU303	CUBE 300 - Left-side Armchair, Legless	1
					SL	Upholstery: Silvertex Vinyl	
					24	Color: UC Silvertex-Meteor	
					CU304	CUBE 300 - Right-side Armchair, Legless	1
					SL	Upholstery: Silvertex Vinyl	
					24	Color: UC Silvertex-Meteor	
CH16	GRP	2			CU3B1M	CUBE 300 - Single-section Base (Legs)	1
					E8	Metallic Silver Frame	
					CU301	CUBE 300 - Ottoman, Legless	1
					SL	Upholstery: Silvertex Vinyl	
					24	Color: UC Silvertex-Meteor	
D1	GRP	50			TNNS-MQTL2	SQUARE LEG - Silver Metal w/Casters	2
					T1NN-RCT2448	RECTANGULAR TOP - smooth edge, 48"W x 24"D 2 PCS	1
					HZN	Wood Grain: Hazelnut	
					C3-TD3672	Rectangular Surface	1
					HZN	Wood Grain : Hazelnut	
					C3-MP1523UF	Mobile Peds U/U 15x23, Keyed alike per office	1
					HZN	Wood Grain : Hazelnut	
					C3-201873B	Bookcase w/Doors, 18x20x73, Keyed alike per office	1
					HZN	Wood Grain : Hazelnut	
					T1NS-MS203636	MOBILE SERVING CART - ,Silver Accent,w/2 Doors,36"W x 20"D x 36"H	1
MC	GRP	1			HZN	Wood Grain: Hazelnut	
MS1	GRP	2			C3-BS203633	Bookcase, 18x36x33	2
					...	Wood Grain: Hazelnut	
					M1NNN-DV3636	1" TFL - PIGEONHOLES, VERTICAL-33, SMOOTH EDGE, 36"H X 16" D X 36" W	2
					...	Wood Grain: Hazelnut	
MS2	GRP	2			M1NNN-DV3636	1" TFL - PIGEONHOLES, VERTICAL-33, SMOOTH EDGE, 36"H X 16" D X 36" W	1
					HZN	Wood Grain : Hazelnut	
					T1NN-RCT3072	RECTANGULAR TOP - smooth edge, 72"W x 30"D 3 PCS	
T1	GRP	16			HZN	Wood Grain: Hazelnut	
					TNNS-MTB24	T-BASE - Silver Metal w/Casters	1
					36D-DISC	36" Round Top with Disc Round Base	1
T2	Spec	10			LAM	Laminate Top	

BID ITEM: 16-138
Furniture and Panels Systems Workstations
Public Defender's Office

EXHIBIT III
REVISED 09/15/2016

Tag	Mfg	Unit Qty	Unit Cost	Total	Component Part Number	Component Part Description	Components/ unit
					WILSONART	Wilsonart Laminates	
					TOR	11104-78	
					SE	Laminate Self Edge	
					NICKEL	Nickel	
T3	Berco	5			Starfire 36SQ	Starfire 36" Square, Star base, Color Battleship. edge-P12 flat PVC, Color: Cashmere, Laminate Top: Wilsonart Pewter Mesh 4878-38	1
T4	Spec	1			3030SQ BEAN	Bean 30 x 30 Square Freestanding Table	1
					SILVER	Frame: Silver	
					WILSONART	Wilsonart Laminates	
					TOR	GREY MESH 4877-38	
					PVF	PVC Flat Profile Edge	
					RAL1003	RAL 1003	
T6	GRP	4			CU3-T3030	CUBE 300 - Square Table, 30W x 30D	1
					E8	Metallic Silver Frame	
					HZN	Wood Grain: Hazelnut	
					CU3-T2424	CUBE 300 - Square Table, 24W x 24D	1
					E8	Metallic Silver Frame	
					HZN	Wood Grain: Hazelnut	
T8	Mayline	20			77302	Event Series Folding Table 30" x 72"	1
T9	Mayline	1			7730WC	Table Cart Capacity:20	1
WS1	GRP	1			VLGC-BAR49	WS SUPPORT, WS Reinforcement Bar for Surface Length of 54L, Black (1)	3
					VACP-2	WS SUPPORT, Cantilever Brackets, Standard, Pair	3
					,TR-	SELECT Trim/Metal Color	
					K	Charcoal	
					VPF2-24-F	STORAGE, Pedestal, Fixed, Recessed Pull, Metal Fronts, F/F	3
					,TR-	SELECT Trim/Metal Color	
					R	Beige, Keyed alike per cubicle	
					VPPA-5036-NN	PANEL, Acoustical, 50H X 36W, Non-Powered, W/O Elect. Access or Knock Outs	7
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPSG-1436-F-SK-1E	PANEL, Frosted Acrylic, Stack-On, for Acoustical Base Panel, 14H X 36W	4
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VNW-64	COMPONENT, Wall Mount, 64H	4
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VUWE-4872-441GSL	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	2
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
					VB3R-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Right, Full Pull, 51H X 24D	2
					,TR-	SELECT Trim/Metal Color	
					R	Beige, Keyed alike per cubicle	
					VB3L-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Left, Full Pull, 51H X 24D	1
					,TR-	SELECT Trim/Metal Color	
					R	Beige, Keyed alike per cubicle	
					VUWE-4872-441GSR	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	1
					,G-	Laminate Finish	

BID ITEM: 16-138 Furniture and Panels Systems Workstations Public Defender's Office					EXHIBIT III REVISED 09/15/2016		
Tag	Mfg	Unit Qty	Unit Cost	Total	Component Part Number	Component Part Description	Components/ unit
					HZN	Wood Grain: Hazelnut	1
					VUSE-24	WS SUPPORT, End Panel, for 24D Surfaces	
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
WS1.2	GRP	1			VLGC-BAR49	WS SUPPORT, WS Reinforcement Bar for Surface Length of 54L, Black (1)	3
					VACP-2	WS SUPPORT, Cantilever Brackets, Standard, Pair	3
					,TR-	SELECT Trim/Metal Color	
					K	Charcoal	
					VPF2-24-F	STORAGE, Pedestal, Fixed, Recessed Pull, Metal Fronts, F/F	
					,TR-	SELECT Trim/Metal Color	3
					R	Beige, Keyed alike per cubicle	
					VPPA-5036-NN	PANEL, Acoustical, 50H X 36W, Non-Powered, W/O Elect. Access or Knock Outs	7
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPSG-1436-F-SK-1E	PANEL, Frosted Acrylic, Stack-On, for Acoustical Base Panel, 14H X 36W	4
					,TR-	SELECT Trim/Metal Color	
					R	Beige	4
					VNW-64	COMPONENT, Wall Mount, 64H	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VUWE-4872-441GSL	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	2
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	2
					VB3R-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Right, Full Pull, 51H X 24D	
					,TR-	SELECT Trim/Metal Color	
					R	Beige, Keyed alike per cubicle	
					VB3L-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Left, Full Pull, 51H X 24D	1
					,TR-	SELECT Trim/Metal Color	
					R	Beige, Keyed alike per cubicle	
					VUWE-4872-441GSR	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	1
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
					VUSE-24	WS SUPPORT, End Panel, for 24D Surfaces	
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
WS2	GRP	1			VPF2-24-F	STORAGE, Pedestal, Fixed, Recessed Pull, Metal Fronts, F/F	4
					,TR-	SELECT Trim/Metal Color	
					R	Beige, Keyed alike per cubicle	
					VACP-2	WS SUPPORT, Cantilever Brackets, Standard, Pair	4
					,TR-	SELECT Trim/Metal Color	
					K	Charcoal	
					VACB-1	Corner Bracket	
					VERC-1	ELECTRICAL, Duplex Receptacle, Common Ground, 3-Circuit (PKG/6)	2
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPPA-5036-PC	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access/Com. KO	4
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	

BID ITEM: 16-138
Furniture and Panels Systems Workstations
Public Defender's Office

EXHIBIT III
REVISED 09/15/2016

Tag	Mfg	Unit Qty	Unit Cost	Total	Component Part Number	Component Part Description	Components/ unit
					R	Beige	
					VPPA-5036-PP	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access	4
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPSG-1436-F-SK-1E	PANEL, Frosted Acrylic, Stack-On, for Acoustical Base Panel, 14H X 36W	4
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VUWE-4872-441GSL	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	4
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
					VB3R-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Right, Full Pull, 51H X 24D	4
					,TR-	SELECT Trim/Metal Color	
					R	Beige, Keyed alike per cubicle	
WS3	GRP	1			VTCP-4	COMPONENT, Finish Post Top Cap, Four-Way	1
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VEB-1	ELECTRICAL, Base Feed, Hardwire, 3-Circuit, Liquid Tight, 4' Long Cable	1
					VPPA-5036-PP	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access	7
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPPA-5036-PC	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access/Com. KO	3
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPPA-5036-NN	PANEL, Acoustical, 50H X 36W, Non-Powered, W/O Elect. Access or Knock Outs	4
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VB3L-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Left, Full Pull, 51H X 24D	3
					,TR-	SELECT Trim/Metal Color	
					R	Beige, Keyed alike per cubicle	
					VB3R-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Right, Full Pull, 51H X 24D	3
					,TR-	SELECT Trim/Metal Color	
					R	Beige, Keyed alike per cubicle	
					VUWE-4872-441GSR	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	3
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
					VUWE-4872-441GSL	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	3
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
					VPF2-24-F	STORAGE, Pedestal, Fixed, Recessed Pull, Metal Fronts, F/F	6
					,TR-	SELECT Trim/Metal Color	

BID ITEM: 16-138
Furniture and Panels Systems Workstations
Public Defender's Office

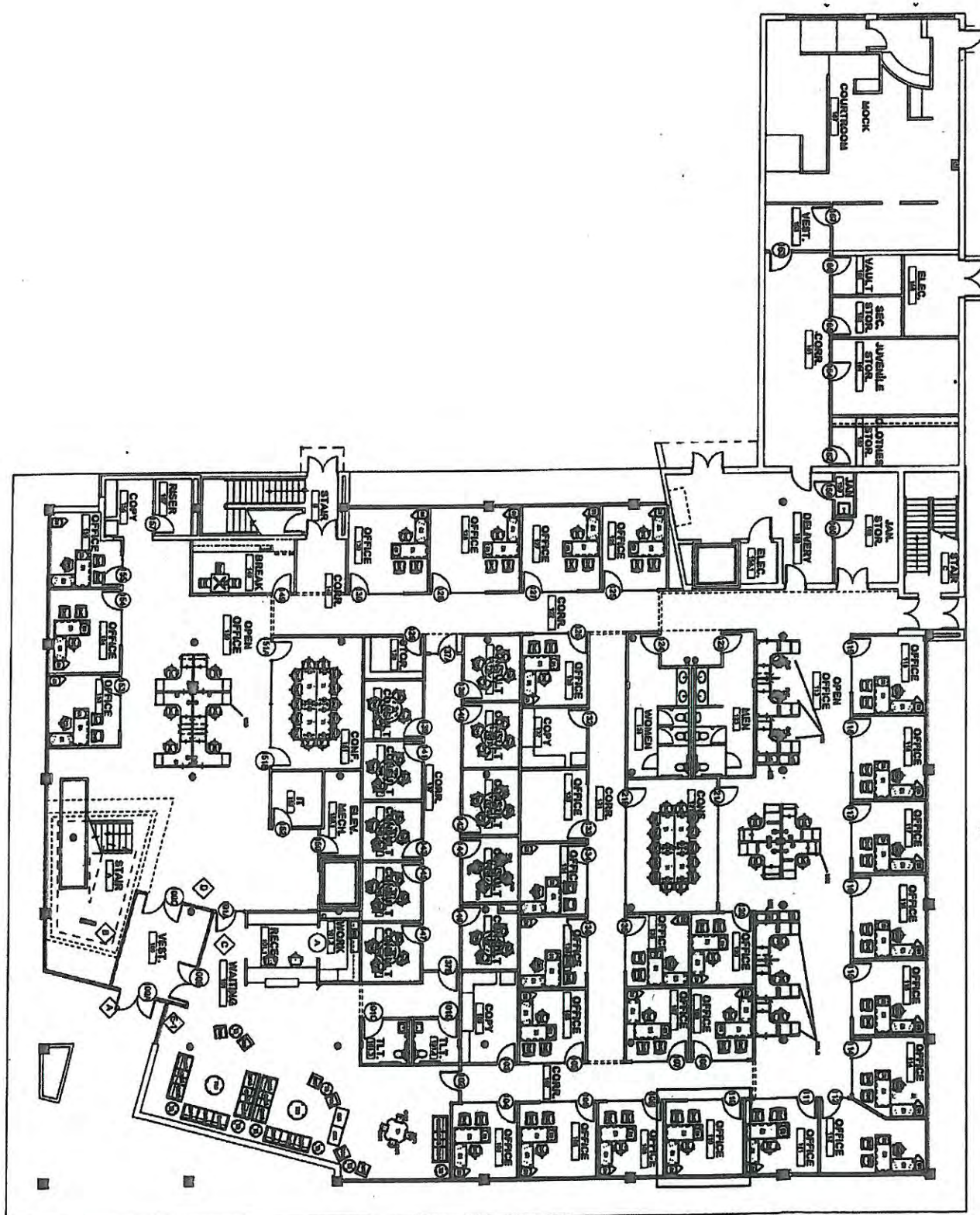
EXHIBIT III
REVISED 09/15/2016

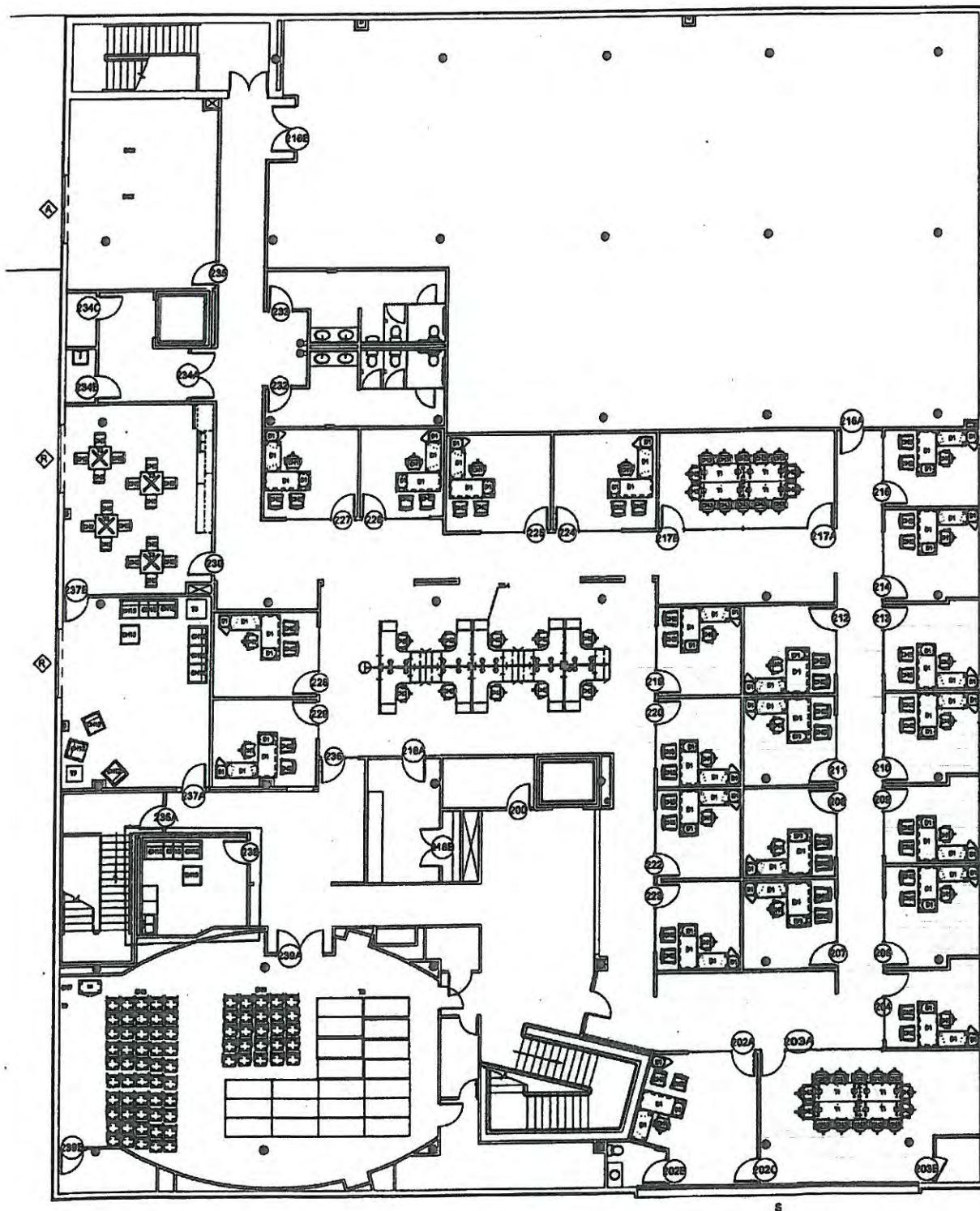
Tag	Mfg	Unit Qty	Unit Cost	Total	Component Part Number	Component Part Description	Components/ unit
					R	Beige, Keyed alike per cubicle	
					VPSG-1436-F-SK-1E	PANEL, Frosted Acrylic, Stack-On, for Acoustical Base Panel, 14H X 36W	9
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VERC-1	ELECTRICAL, Duplex Receptacle, Common Ground, 3-Circuit (PKG/6)	2
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VEB-1	ELECTRICAL, Base Feed, Hardwire, 3-Circuit, Liquid Tight, 4' Long Cable	1
					VACP-2	WS SUPPORT, Cantilever Brackets, Standard, Pair	6
					,TR-	SELECT Trim/Metal Color	
					K	Charcoal	
					VACB-1	Corner Bracket	6
					VVPS-64-F3	COMPONENT, Finish Post, Three-Way, Metal, Full Height Application, 3 Alignment Tabs, 64H	1
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					,TR-	SELECT Top Cap Trim/Metal Color	
					R	Beige	
					VTCP-4	COMPONENT, Finish Post Top Cap, Four-Way	1
WS4	GRP	1			VPPA-5036-PP	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access	11
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPPA-5036-PC	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access/Com. KO	5
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPPA-5036-NN	PANEL, Acoustical, 50H X 36W, Non-Powered, W/O Elect. Access or Knock Outs	6
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VB3L-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Left, Full Pull, 51H X 24D	5
					,TR-	SELECT Trim/Metal Color	
					R	Beige, Keyed alike per cubicle	
					VB3R-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Right, Full Pull, 51H X 24D	5
					,TR-	SELECT Trim/Metal Color	
					R	Beige, Keyed alike per cubicle	
					VUWE-4872-441GSR	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	5
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
					VUWE-4872-441GSL	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	5
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
					VPF2-24-F	STORAGE, Pedestal, Fixed, Recessed Pull, Metal Fronts, F/F	10
					,TR-	SELECT Trim/Metal Color	
					R	Beige, Keyed alike per cubicle	
					VPSG-1436-F-SK-1E	PANEL, Frosted Acrylic, Stack-On, for Acoustical Base Panel, 14H X 36W	15

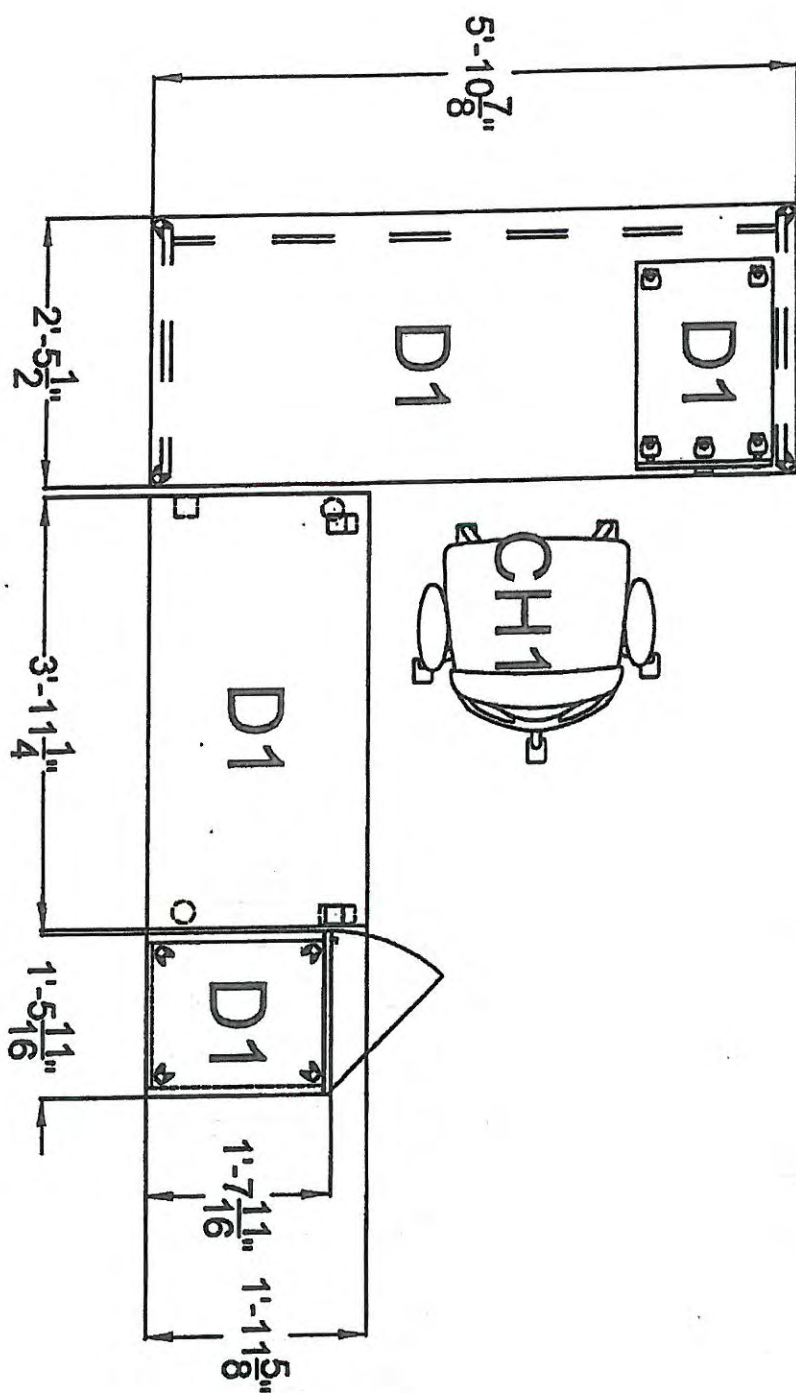
BID ITEM: 16-138
Furniture and Panels Systems Workstations
Public Defender's Office

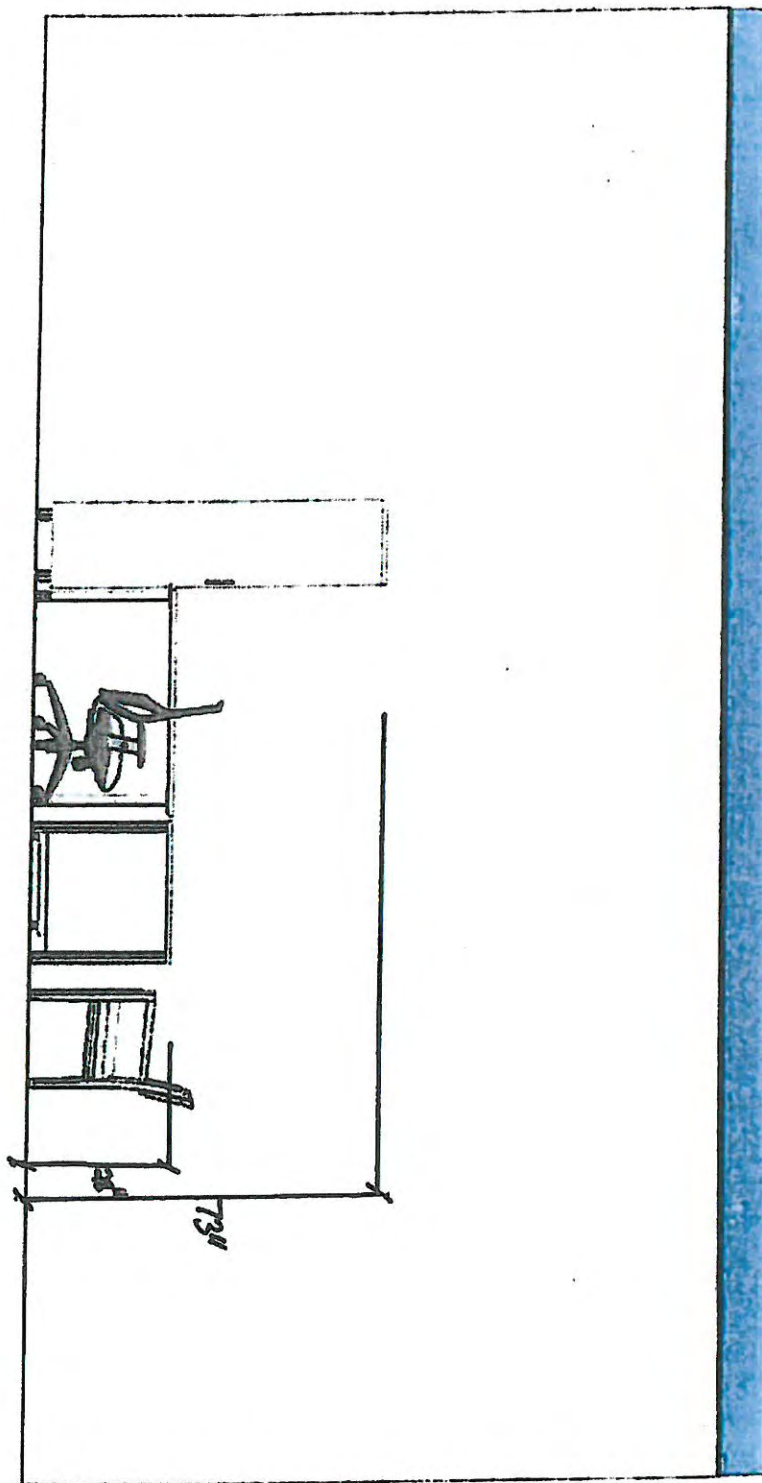
EXHIBIT III
REVISED 09/15/2016

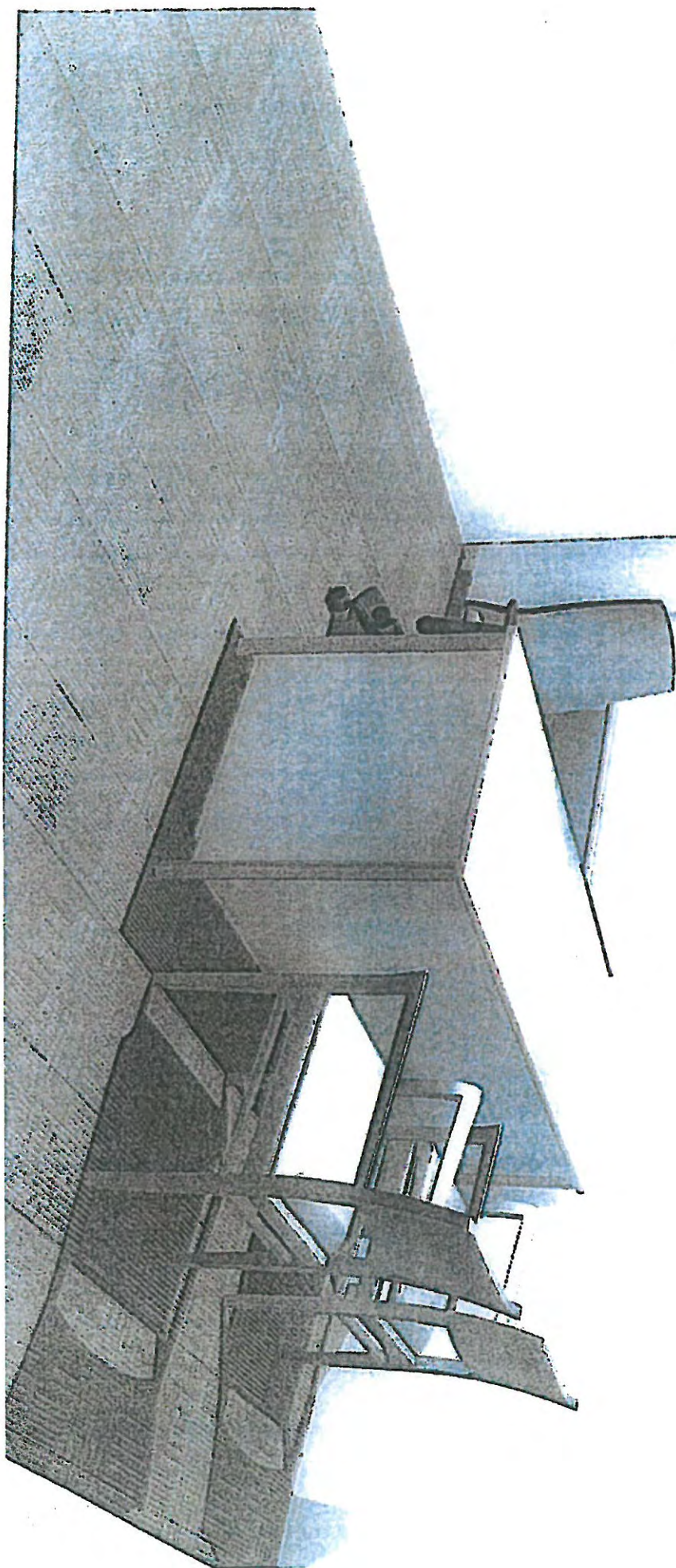
Tag	Mfg	Unit Qty	Unit Cost	Total	Component Part Number	Component Part Description	Components/ unit
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					R	Beige	
					VERC-1	ELECTRICAL, Duplex Receptacle, Common Ground, 3-Circuit (PKG/6)	4
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VTCP-4	COMPONENT, Finish Post Top Cap, Four-Way	2
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VVPS-64-F3	COMPONENT, Finish Post, Three-Way, Metal, Full Height Application, 3 Alignment Tabs, 64H	1
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					,TR-	SELECT Top Cap Trim/Metal Color	
					R	Beige	
					VACP-2	WS SUPPORT, Cantilever Brackets, Standard, Pair	10
					,TR-	SELECT Trim/Metal Color	
					K	Charcoal	
					VACB-1	Corner Bracket	10
					VEB-1	ELECTRICAL, Base Feed, Hardwire, 3-Circuit, Liquid Tight, 4' Long Cable	2
TOTAL							





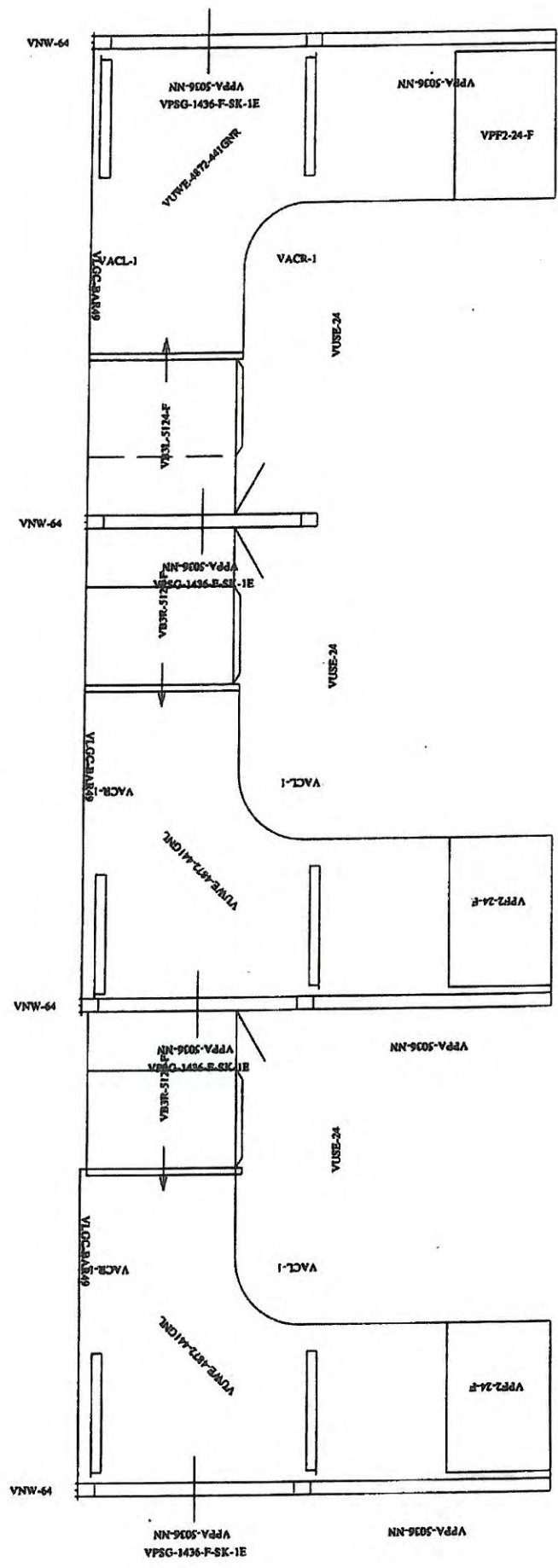




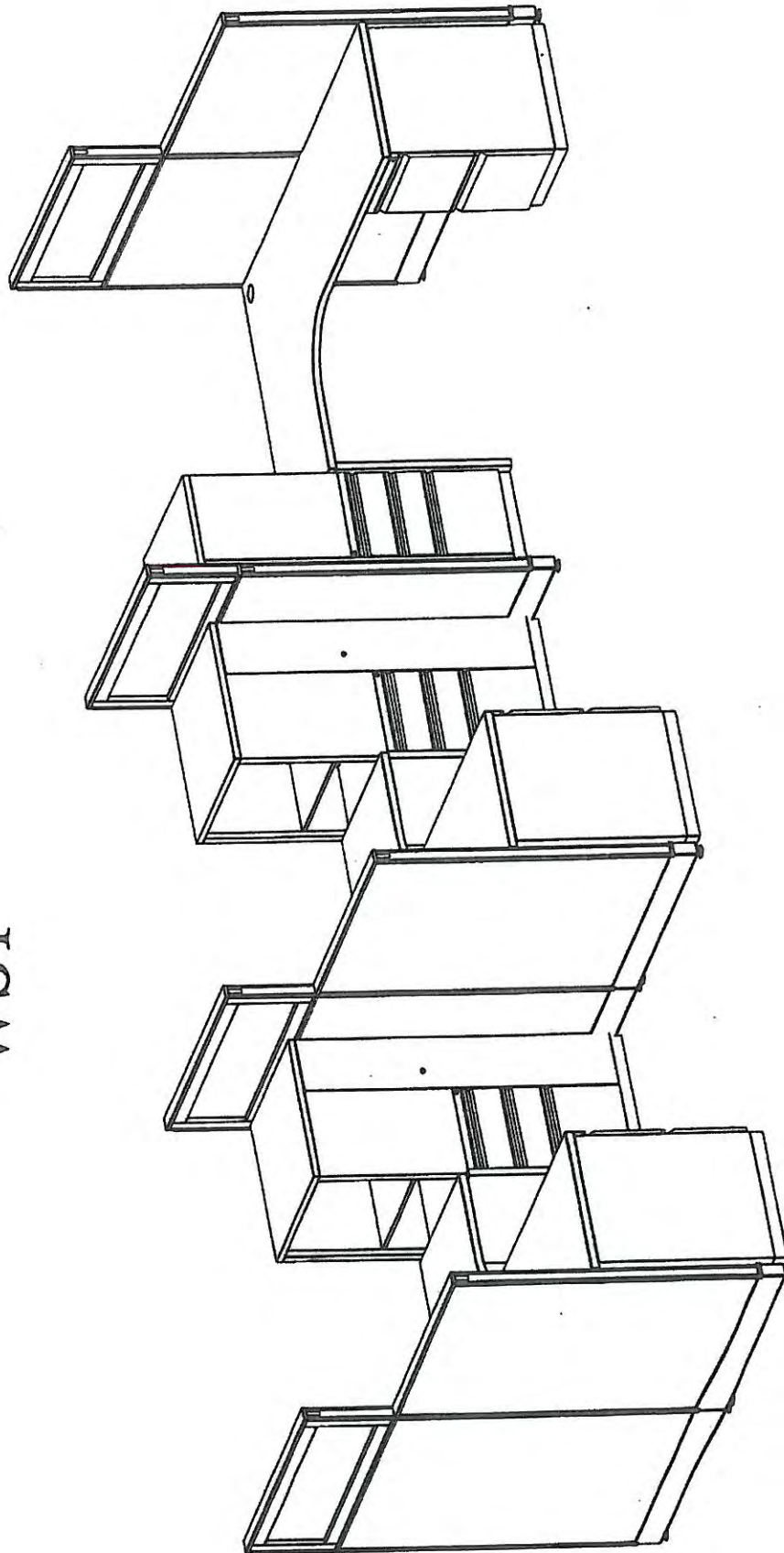




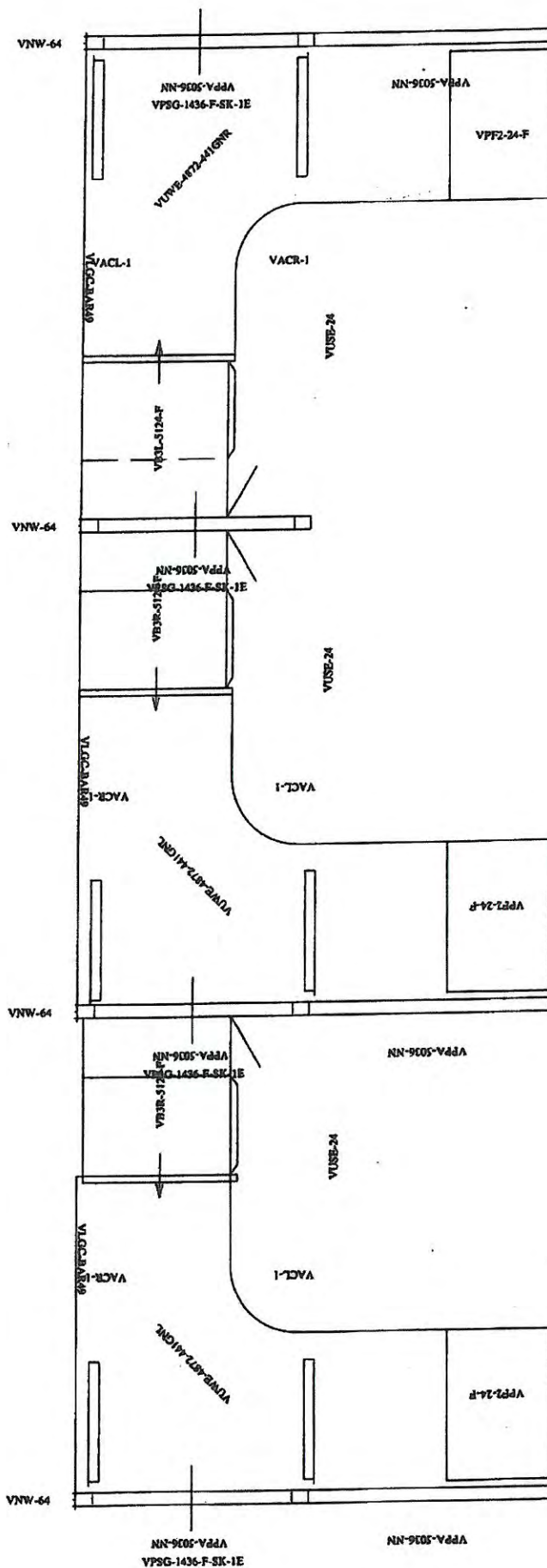
WS1



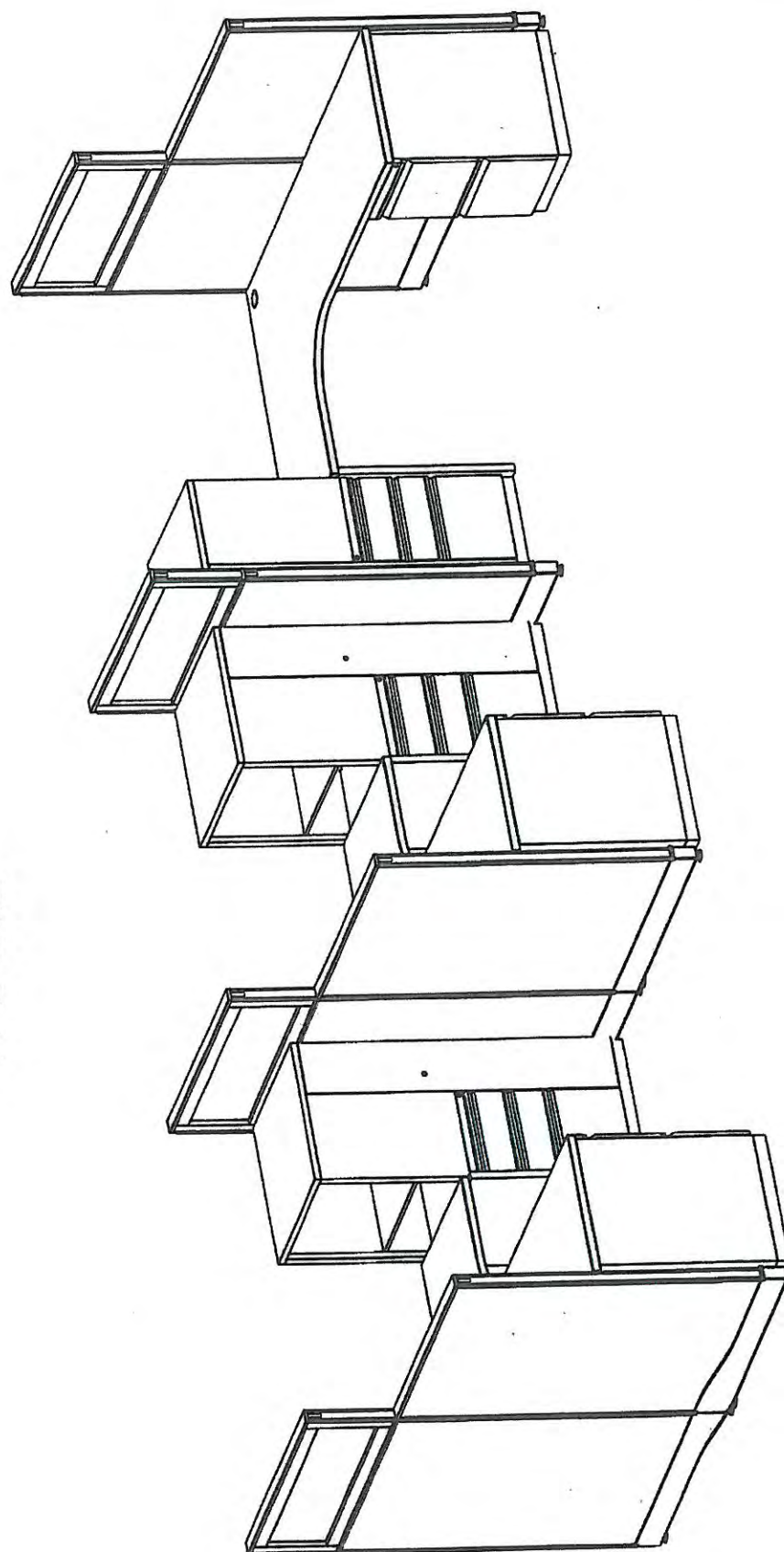
WS1



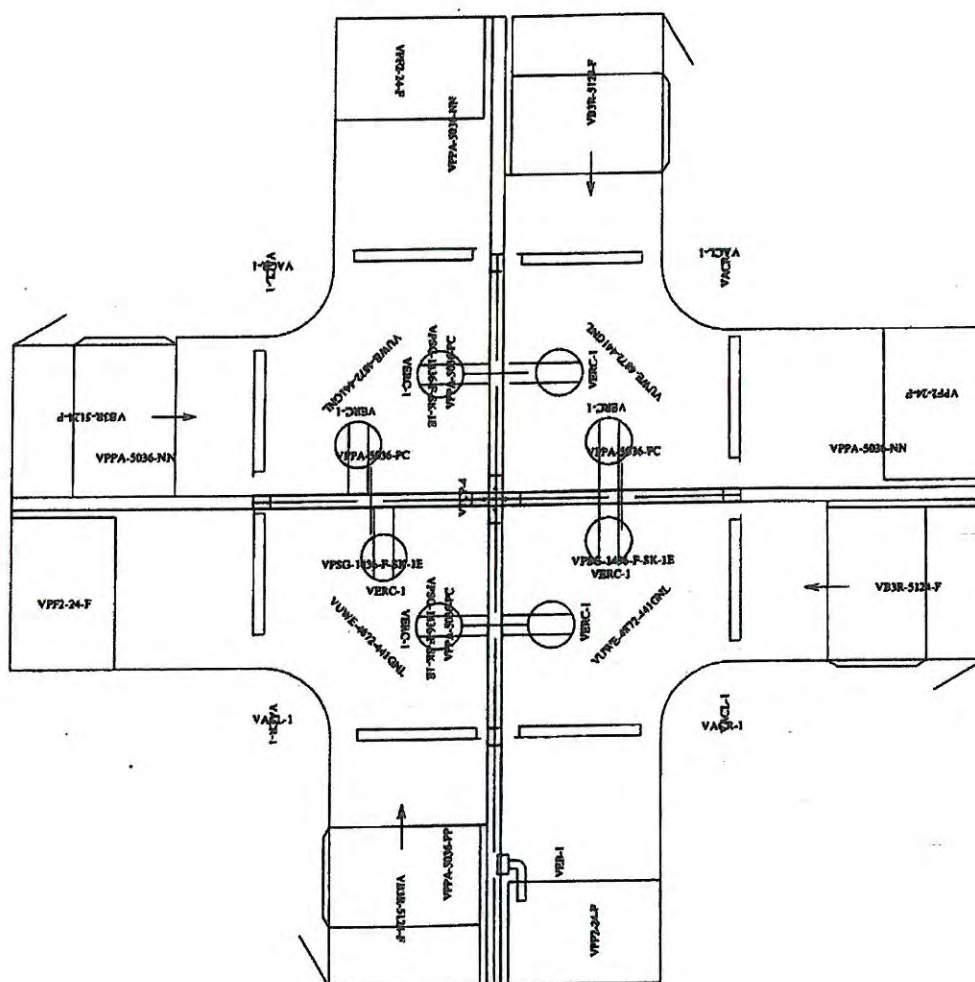
WS1.2



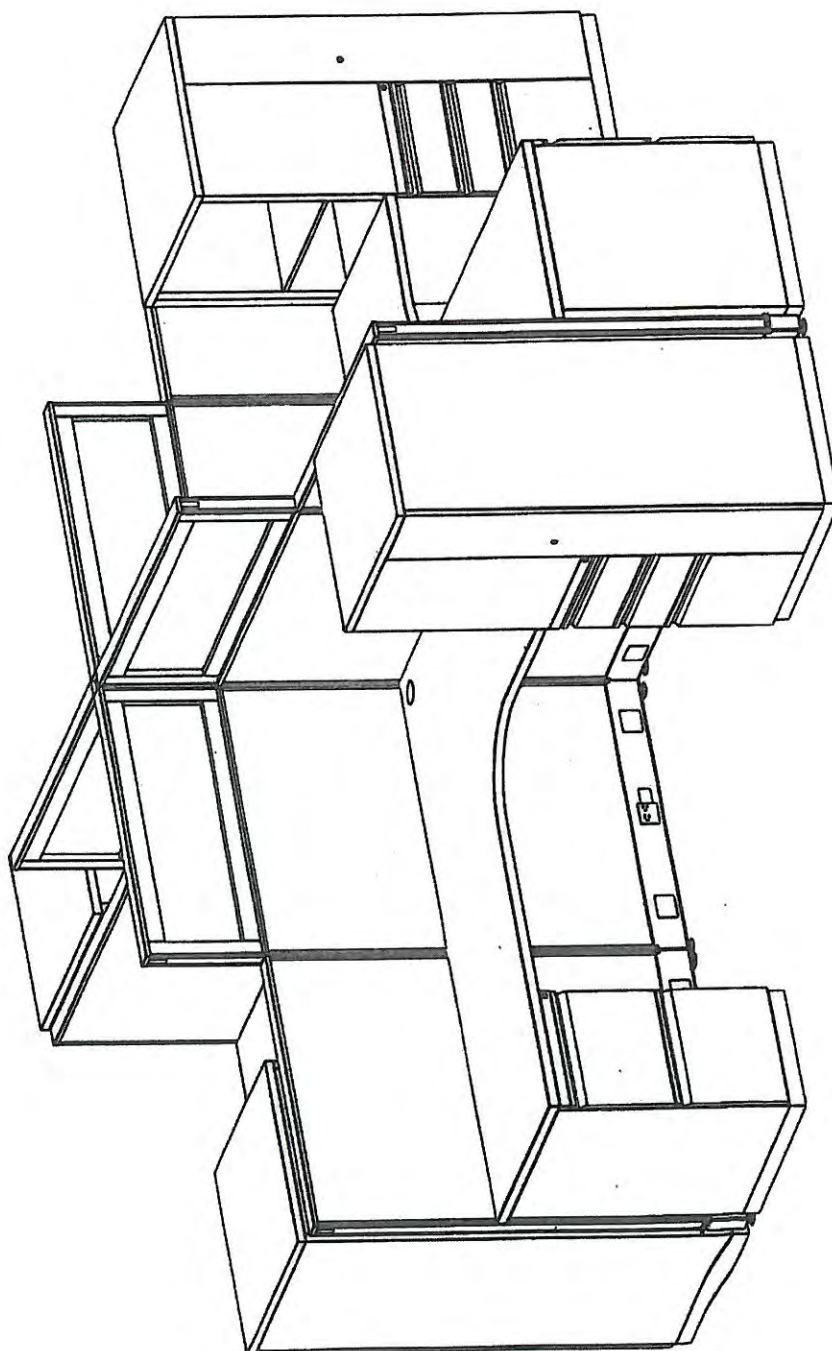
WS1.2

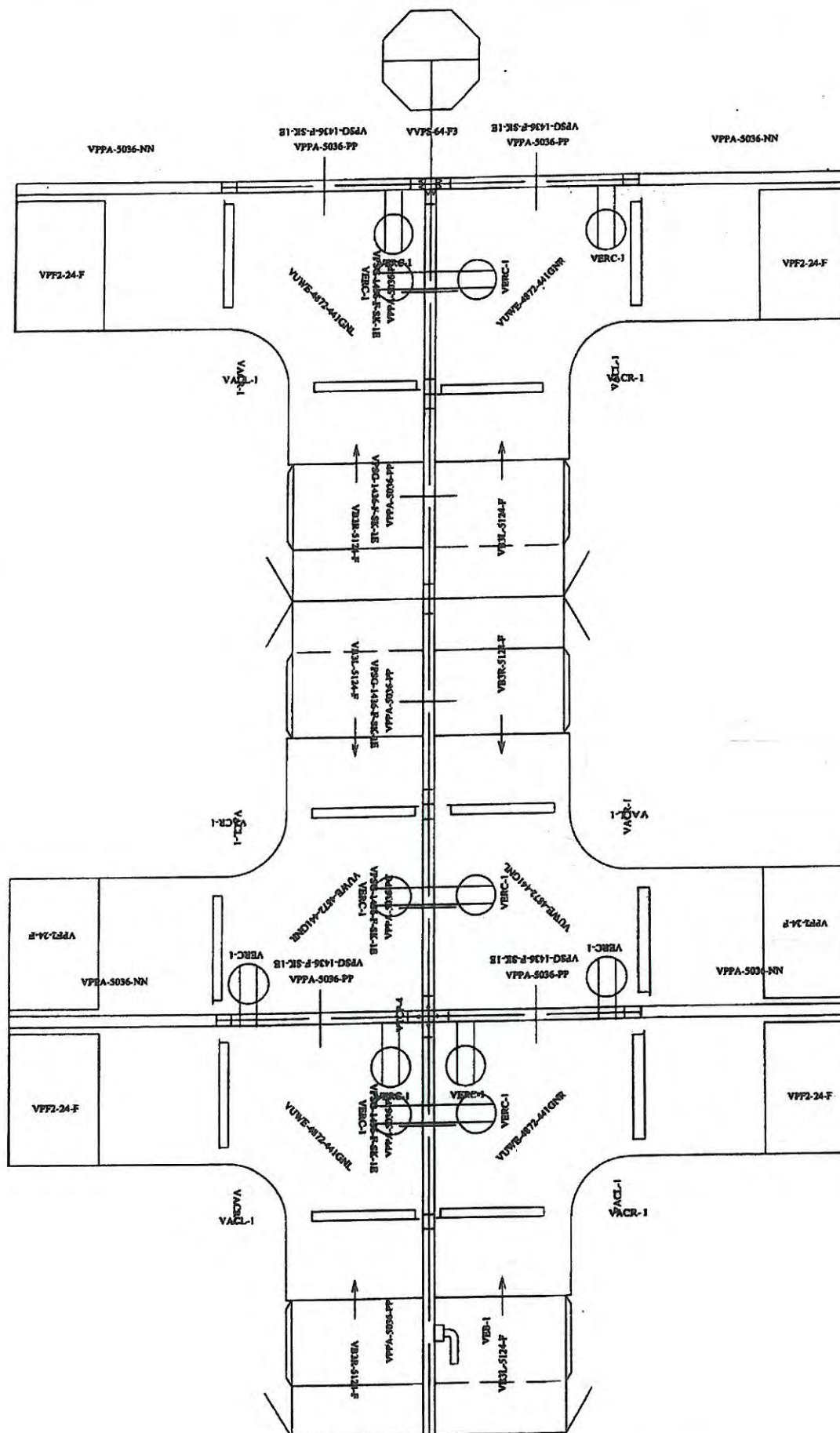


WS2

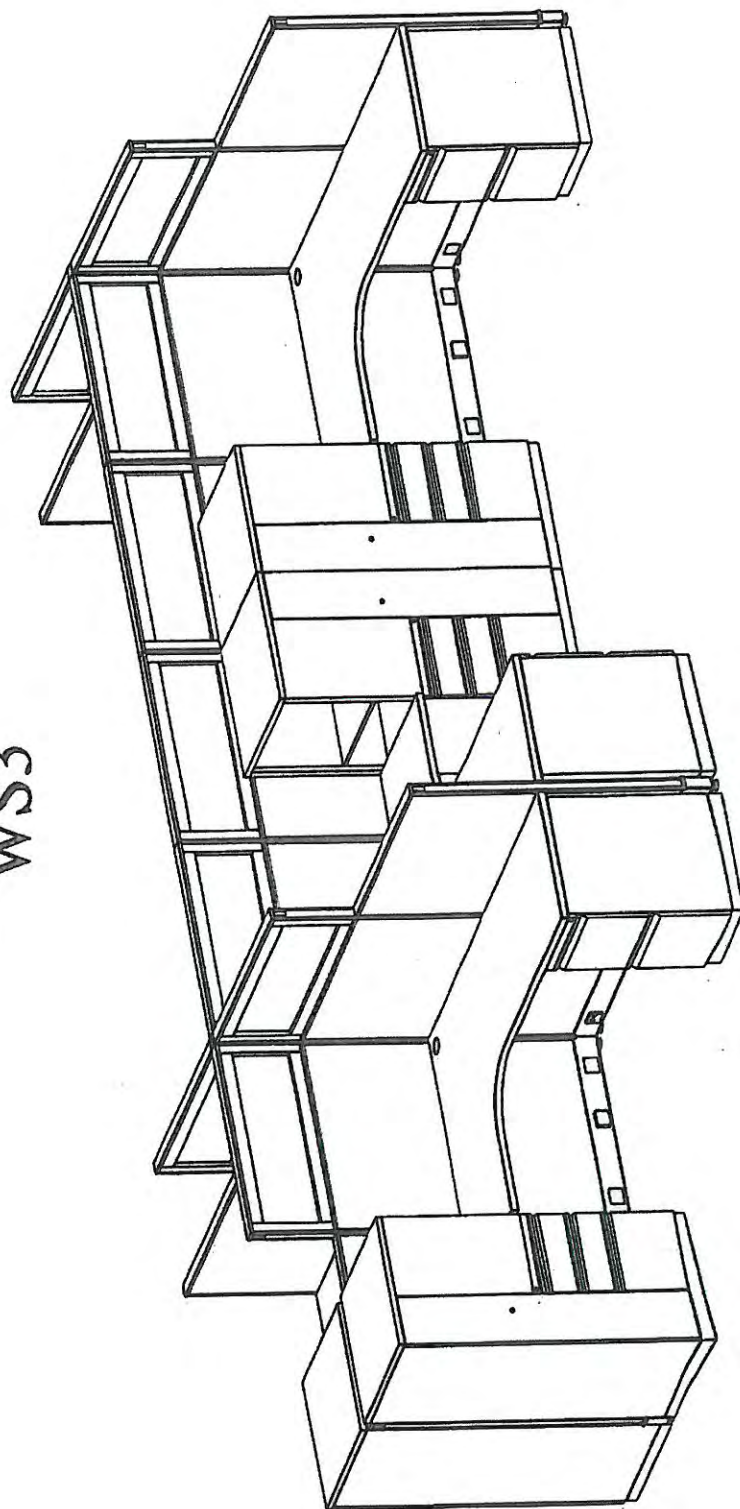


WS2

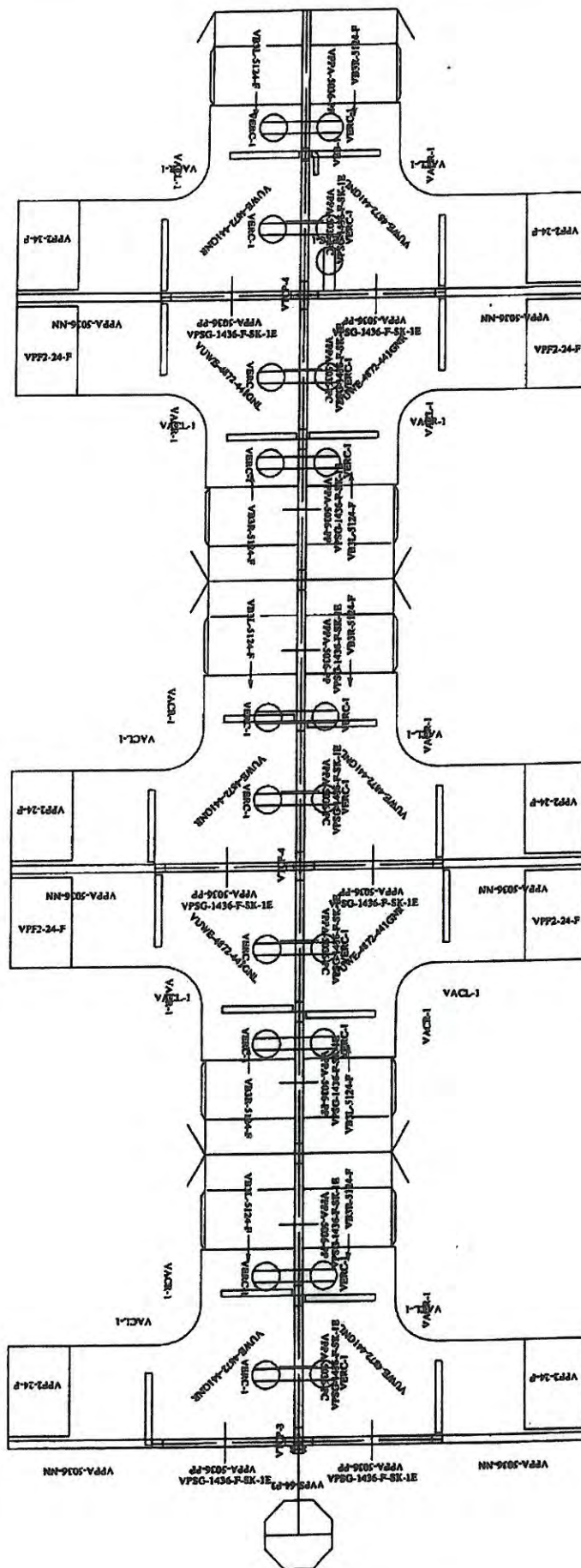




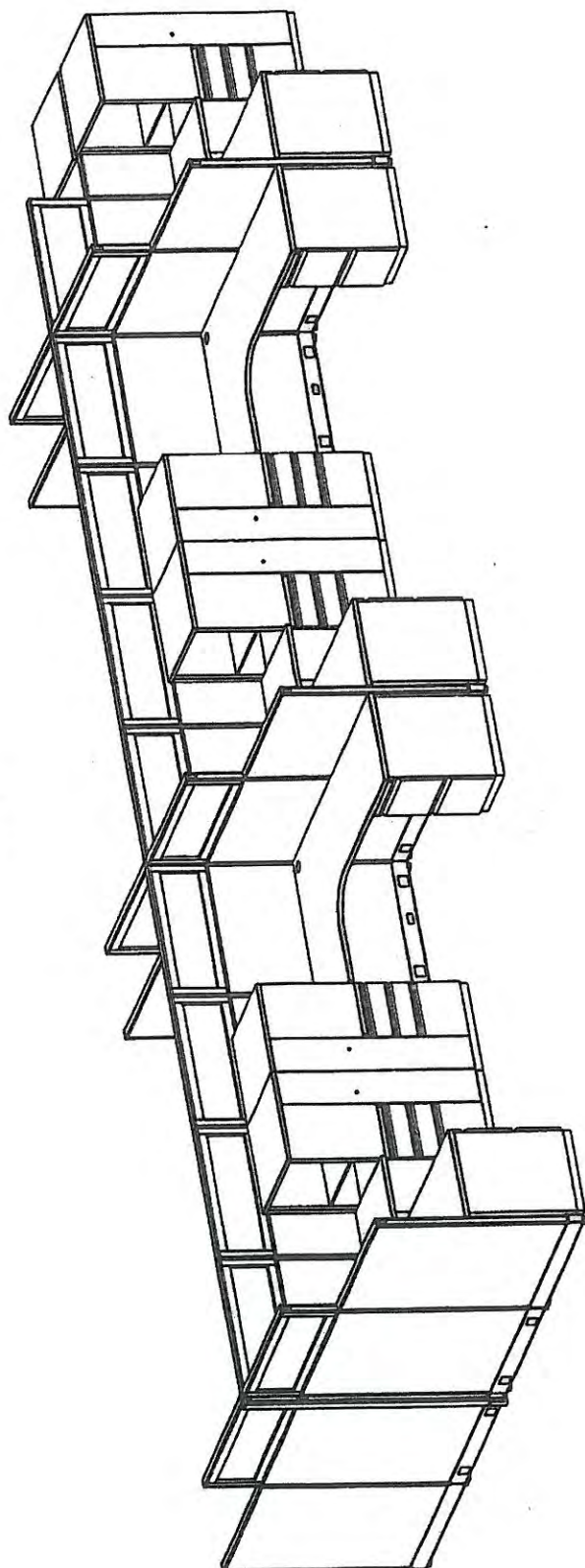
WS3



WS4



WS4





Procurement Department

Mrs. Geri Sams, Director

MAILED/FAXED

TO: All Vendors
Nancy Williams, Quality Assurance Analyst
Takiyah Douse, Central Services Department

FROM: Geri Sams
Procurement Director *(GAS NW)*

DATE: September 30, 2016

SUBJ: New Bid Opening Date to the Specifications and Responses to Vendor's Questions

BID ITEM: Bid Item 16-238 Furniture for Public Defender's Office for Central Services Department

NEW BID OPENING DATE: Tuesday, October 18, 2016 @ 11:00 a.m.

ADDENDUM 3

Bidders on this project are hereby notified that this Addendum shall be attached to and made part of the above-named Bid Package. The changes and clarifications shall supplement the contract documents for the above referenced project. Changes shown in this document shall supersede previously dated contract documents. Acknowledge receipt of all Addendums on Attachment B within the Specifications package.

The Bid Opening Date for Bid Item #16-238 Furniture for Public Defender's Office has been changed:

From: Tuesday, October 11, 2016 @ 11:00 a.m.

To: Tuesday, October 18, 2016 @ 11:00 a.m.

CLARIFICATION:

Substitutions: The Public Defender and Design Team went through an extensive collaboration in order to select the colors, materials and appearance of the pieces included in this furniture package. Their focus was on a design to complement the architecture of the renovation while acknowledging the historic design elements and not matching furniture from other Augusta locations.

A large number of request for substitution have been submitted. The burden of demonstrating whether or not a product is equal lies upon the vendor. As such, we are requesting additional information prior to making a determination. Please complete the "Substitution Detail Form" for EACH item (Each chair, table, desk, etc.) for which you have requested a substitution. If you do not submit a separate form for each item, we will assume you have elected not to request a substitution for that item.

Room 605 - 535 Telfair Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811

www.augustaga.gov

Register at www.demandstar.com/supplier for automatic bid notification.



Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia

The form is to include the specification data, as well as images of the specified piece and the proposed piece. Where there are differences, call out the difference and explain how that difference is equal to or better than that specified.

This information is due by Wednesday, October 5, 2016 @ 5:00 p.m. A determination of acceptance or rejection will be based upon your response to both the specifications AND the appearance. Colors, materials, laminates, and fabrics should be an exact match. Construction and appearance should not vary in any significant manner.

QUESTIONS:

1. In the overall drawings provided on the CD with the Addendum 1 package, office 113 was empty. This would make the count for CH1 a total of 49, CH8 a total of 98, and D1 a total of 49. If this space is to have furniture, then the correct counts would be CH1 – 50 (as specified), CH8 - 100 (two more than specified), and D1 – 50 (as specified). Please verify these counts for quantities.
Answer: The office in question is office 133, not 113 as noted in the question above. Office 133 is to be furnished the same as office 134. A corrected count and specifications on all furnishings is in the attached revised Exhibit III. A future addendum addressing the approval or denial of substitutions will be issued based upon the additional information Augusta is requiring from vendors.
2. In the overall drawings provided on the CD with the Addendum 1 package, we were not able to clearly locate BC2. Which room do these units belong in?
Answer: On the second floor in the room 235. The room is not numbered but the door is numbered 235.
3. In the overall drawings provided on the CD with the Addendum 1 package, the two chairs in the REC101.1 space are not labeled. Are these to be CH2 or CH3 chairs? The counts on the drawings of seating that is labeled are 26 for the CH2s and 26 for the CH3s. Please verify where the additional CH2s and CH3s belong.
Answer: The chairs in REC101.1 are CH2. A corrected count and specifications on all furnishings is in the attached revised Exhibit III. A future addendum addressing the approval or denial of substitutions will be issued based upon the additional information Augusta is requiring from vendors.
4. In the overall drawings provided on the CD with the Addendum 1 package, the item number T5 (quantity 8) in waiting 101 is not specified in the Exhibit III Worksheet. Please verify if the drawing is incorrect in layout or if these specifications are to be included.
Answer: A corrected count and specifications on all furnishings is in the attached revised Exhibit III. A future addendum addressing the approval or denial of substitutions will be issued based upon the additional information Augusta is requiring from vendors.
5. In the overall drawings provided on the CD with the Addendum 1 package, the item number T10 (quantity 2) in waiting 101 is not specified in the Exhibit III Worksheet. Please verify if the drawing is incorrect in layout or if these specifications are to be included.
Answer: A corrected count and specification on all furnishings is in the attached revised Exhibit III. A future addendum addressing the approval or denial of substitutions will be issued based upon the additional information Augusta is requiring from vendors.
6. In the overall drawings provided on the CD with the Addendum 1 package, we were not able to clearly locate all of the T6 units. Which room number do these units belong in?
Answer: The T6 unit (quantity 1) is to be located in room 237 (door is numbered 237), room is not numbered.

7. Subcontracting/Supplier Small Business Requirement. We are not a General contractor and operate differently as a Furniture Dealer/Distributor. Typically, we have no subcontractors. Our Suppliers are generally out of state/or out of country depending on Owner's needs and specifications. We generally do our own in house installations to keep cost down. There are no certified/factory authorized installation companies on your approved/registered Small business list. Our Suppliers are manufacturers specified and proposed alternates that are neither a small business qualified nor local. Is this requirement going to stay and we have to go through the motions and expense just to be compliant. If we use an installer on some products that are not authorized through factory training it can void warranties. We will comply but it does seem to apply to other type acquisitions.

Answer: The Local Small Business Opportunity Program Participation Goal on this procurement is 8%. This goal shall remain a requirement of this procurement. The use of Local Small Business Opportunity Program certified firm(s) on this procurement is strongly encouraged. If a bidder is not able to meet the participation goal of 8%, he or she will be required to show proof of an exhaustive Good Faith Effort (GFE). GFE efforts will be assessed based on the completion and submission of the required GFE form and all supporting documentation indicating that an earnest effort was put forth to identify and qualify eligible certified firm(s) for subcontracting opportunities. Augusta, Georgia Procurement Department includes in each solicitation bid document detailed methods to achieve the GFE. In addition to printed GFE instructions, specific GFE strategies were provided by the Augusta, Georgia Compliance Department staff during the pre-bid meeting. Those GFE efforts highlighted specifically by the Compliance Department staff during the pre-bid meeting will be evaluated for compliance on all submitted bids.

8. D1:

- a. Specs show 36x72 top but no modesty panel, end panels or legs are listed, they are in drawing. I am sure this is to be added but there is an itemized parts list discrepancy. Do they have to be metal legs with laminate inserts or can they be all laminate?
- b. Return shows 4 square post legs with casters, you want these to be mobile?

Answer:

- a. This item is a desk shell.
- b. Yes

9. How quickly will we know alternates approval status?

Answer: Augusta has asked for clarification and additional information on the requests for substitution. These will be completed by Wednesday, October 5, 2016 @ 5:00 p.m. Notice will be made in a future Addendum.

Please acknowledge addendum in your submittal

END ADDENDUM 3

ATTACHMENTS:

REVISED BID FORM (7 PAGES)
SUBSTUTION DEAIL FORM (2 PAGES)

BID ITEM: 161-138
Furniture and Panels Systems Workstations
Public Defender's Office

EXHIBIT III

Revised 09/27/16

Tag	Mfg	Unit Qty	Unit Cost	Total	Component Part Number	Component Part Description	Components/unit
BC1	F.E. Hale	1			3624SCL	Mohawk Series Bookcase Double-Faced Starter 36"H x 36"W x 24"D - Oak Finish	1
					3624ACL	Mohawk Series Bookcase Double-Faced Adder 36"H x 36"W x 24"D - Oak Finish	1
					C3636BK2	Mohawk Series Bookcase Double-Faced Back Panel/Partition - Oak Finish	2
BC2	F.E. Hale	3			8412SCL	Mohawk Series Bookcase Single-Faced Starter - Oak Finish	1
					C8436BK1	Mohawk Series Bookcase Single-Faced Back Panel - Oak Finish	1
CH1	Allseating	50			92040-CA	Zip, Fully Upholstered, Conference, Midback, Synchro Tilt, Conference Arms	1
					C1	Upholstered Cap	
					SS	Seat Slider	
					HAB	High Profile Aluminum Base with 65mm (2.5") Casters	
					(9)	Upholstery: Turner	
					FV-TCHIN	Color: Chinchilla	
CH2	Allseating	28			95040-4D	Zip, Mesh Back, Task, Midback, Synchro Tilt, 4 Dimensional Arm	1
					HM	Horizontal Mesh	
					SS	Seat Slider	
					(17)	Upholstery: Touche	
					FV-TSPAC	Color: South Pacific	
CH3	Allseating	48			95040-CA	Zip, Mesh Back, Conference, Midback, Synchro Tilt, Conference Arms	1
					BA	Black Arm Pads	
					HM	Horizontal Mesh	
					HAB	High Profile Aluminum Base with 65mm (2.5") Casters	
					(17)	Upholstery: Touche	
					FV-TSPAC	Color: South Pacific	
CH4	Allseating	40			95040-NA	Zip, Mesh Back, Task, Midback, Synchro Tilt, No Arms	1
					HM	Horizontal Mesh	
					HAB	High Profile Aluminum Base with 65mm (2.5") Casters	
						Upholstery: Momentum Beeline	
						Color: Forge	
CH5	Allseating	50			39054-NA	Multiflex, No Arms	1
					SIL	Silver (Standard)	
					SL	Color: Slate	
					PY	Polypropylene Seat	
CH6	Allseating	25			39054-WA	Multiflex, with Arms	1
					SIL	Silver (Standard)	
					SL	Color: Slate	
					PY	Polypropylene Seat	
CH7	Allseating	6			MULTI DOLLY-12	Multi Dolly, Stacks 12 High, 44"Hx29"Wx46.5"D	1
CH8	NOF	98			N55EE	ADMIRE,GUEST CHAIR,HALF UPHOLSTERED BACK,ARMS	1
					MOMC	Upholstery: MOMENTUM GRADE C	
					09137544	Color: COVER CLOTH CYAN	
					792	Finish: SABLE	
CH9	Cherryman	19			MUS01-WHT	Muse Chair. White Shell.	1
					MUS02-WOD	Muse Chair. Wood Grain Legs.	1
CH10	GRP	6			TE1	TERRA - 1-seat Armchair, Spacing on Seat Sides	1
					E8	Metallic Silver Frame	
						Upholstery: ArcCom - Spin	
						Color:Sand	

BID ITEM: 161-138
Furniture and Panels Systems Workstations
Public Defender's Office

EXHIBIT III

Revised 09/27/16

Tag	Mfg	Unit Qty	Unit Cost	Total	Component Part Number	Component Part Description	Components/unit
CH11	Spec	4			4020	Bean Stool	1
					SILVER	Frame: Silver	
					WILSONART	Wilsonart Laminates	
					TOR	GREY MESH 4877-38	
					PVF	PVC Flat Profile Edge	
					RAL1003	RAL 1003	
CH12	GRP	3			CU305	CUBE 300 - Armless Chair, Legless	1
					SL	Upholstery: Silvertex Vinyl	
					24	Color: UC Silvertex-Meteor	
					CU3B1M	CUBE 300 - Single-section Base (Legs)	1
					E8	Metallic Silver Frame	
CH15	GRP	9			CU3B3M	CUBE 300 - Triple-section Base (legs)	1
					E8	Metallic Silver Frame	
					CU302	CUBE 300 - Armless Chair, Legless	1
					SL	Upholstery: Silvertex Vinyl	
					24	Color: UC Silvertex-Meteor	
					CU303	CUBE 300 - Left-side Armchair, Legless	1
					SL	Upholstery: Silvertex Vinyl	
					24	Color: UC Silvertex-Meteor	
					CU304	CUBE 300 - Right-side Armchair, Legless	1
					SL	Upholstery: Silvertex Vinyl	
					24	Color: UC Silvertex-Meteor	
CH16	GRP	2			CU3B1M	CUBE 300 - Single-section Base (Legs)	1
					E8	Metallic Silver Frame	
					CU301	CUBE 300 - Ottoman, Legless	1
					SL	Upholstery: Silvertex Vinyl	
					24	Color: UC Silvertex-Meteor	
D1	GRP	50			TNNS-MQTL2	SQUARE LEG - Silver Metal w/Casters	2
					T1NN-RCT2448	RECTANGULAR TOP - smooth edge,48"W x 24"D 2 PCS	1
					HZN	Wood Grain: Hazelnut	
					C3-TD3672	Rectangular Surface	1
					HZN	Wood Grain : Hazelnut	
					C3-MP1523UF	Mobile Peds: U/U 15x23, Keyed alike per office	1
					HZN	Wood Grain : Hazelnut	
					C3-201873B	Bookcase w/Doors, 18x20x73, Keyed alike per office	1
					HZN	Wood Grain : Hazelnut	
					T1NS-MS203636	MOBILE SERVING CART - ,Silver Accent,w/2 Doors,36"W x 20"D x 36"H	1
MC	GRP	1			HZN	Wood Grain: Hazelnut	
MS1	GRP	2			C3-B5203633	Bookcase, 18x36x33	2
					...	Wood Grain: Hazelnut	
					M1NNN-DV3636	1" TFL - PIGEONHOLES,VERTICAL-33,SMOOTH EDGE, 36"H X 16" D X 36" W	2
					...	Wood Grain: Hazelnut	
MS2	GRP	2			M1NNN-DV3636	1" TFL - PIGEONHOLES,VERTICAL-33,SMOOTH EDGE,36"HX16"DX36"W	1
					HZN	Wood Grain : Hazelnut	
					T1NN-MT824	T-BASE - Silver Metal w/Casters	1
T1	GRP	16			T1NN-RCT3072	RECTANGULAR TOP - smooth edge,72"W x 30"D 3 PCS	
					HZN	Wood Grain: Hazelnut	
					36D-DISC	36" Round Top with Disc Round Base	1
T2	Spec	10					

BID ITEM: 161-138
Furniture and Panels Systems Workstations
Public Defender's Office

EXHIBIT III

Revised 09/27/16

Tag	Mfg	Unit Qty	Unit Cost	Total	Component Part Number	Component Part Description	Components/unit
					LAM	Laminate Top	
					WILSONART	Wilsonart Laminates	
					TOR	11104-78	
					SE	Laminate Self Edge	
					NICKEL	Nickel	
T3	Berco	5			Starfire 36SQ	Starfire 36" Square, Star base, Color Battleship. edge-P12 flat PVC, Color: Cashmere, Laminate Top: Wilsonart Pewter Mesh 4878-38	1
T4	Spec	1			3030SQ BEAN	Bean 30 x 30 Square Freestanding Table	1
					SILVER	Frame: Silver	
					WILSONART	Wilsonart Laminates	
					TOR	GREY MESH 4877-38	
					PVF	PVC Flat Profile Edge	
					RAL1003	RAL 1003	
T5	GRP	8			HRT24-E	Hip-Hop Round Table, 24" Dia E-Base, Laminate Top, Upholstered Sides	1
					E8	Metallic Silver Frame	
					HZN	Wood Grain: Hazelnut	
						Upholstery: Momentum - Cover Cloth	
						Color: Cyan	
T6	GRP	1			CU3-T3030	CUBE 300 - Square Table, 30W x 30D	1
					E8	Metallic Silver Frame	
					HZN	Wood Grain: Hazelnut	
T7	GRP	1			CU3-T2424	CUBE 300 - Square Table, 24W x 24D	1
					E8	Metallic Silver Frame	
					HZN	Wood Grain: Hazelnut	
T8	Mayline	20			77302	Event Series Folding Table 30" x 72"	1
T9	Mayline	1			7730WC	Table Cart Capacity: 20	1
T10	GRP	2			HRT36-E	Hip-Hop Round Table, 36" Dia E-Base, Laminate Top, Upholstered Sides	1
					E8	Metallic Silver Frame	
					HZN	Wood Grain: Hazelnut	
						Upholstery: Momentum - Cover Cloth	
						Color: Cyan	
WS1	GRP	1			VLGC-BAR49	WS SUPPORT, WS Reinforcement Bar for Surface Length of 54L, Black (1)	3
					VACP-2	WS SUPPORT, Cantilever Brackets, Standard, Pair	3
					,TR-	SELECT Trim/Metal Color	
					K	Charcoal	
					VPF2-24-F	STORAGE, Pedestal, Fixed, Recessed Pull, Metal Fronts, F/F, Keyed alike per cubicle	3
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPPA-5036-NN	PANEL, Acoustical, 50H X 36W, Non-Powered, W/O Elect. Access or Knock Outs	7
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPSG-1436-F-SK-1E	PANEL, Frosted Acrylic, Stack-On, for Acoustical Base Panel, 14H X 36W	4
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VNW-64	COMPONENT, Wall Mount, 64H	4
					,TR-	SELECT Trim/Metal Color	
					R	Beige	

BID ITEM: 161-138
Furniture and Panels Systems Workstations
Public Defender's Office

EXHIBIT III

Revised 09/27/16

Tag	Mfg	Unit Qty	Unit Cost	Total	Component Part Number	Component Part Description	Components/unit
					VUWE-4872-441GSL	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	2
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
					VB3R-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Right, Full Pull, 51H X 24D, Keyed alike per cubicle	2
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VB3L-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Left, Full Pull, 51H X 24D, Keyed alike per cubicle	1
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VUWE-4872-441GSR	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	1
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
					VUSE-24	WS SUPPORT, End Panel, for 24D Surfaces	1
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
WS1.2	GRP	1			VLGC-BAR49	WS SUPPORT, WS Reinforcement Bar for Surface Length of 54L, Black (1)	3
					VACP-2	WS SUPPORT, Cantilever Brackets, Standard, Pair	3
					,TR-	SELECT Trim/Metal Color	
					K	Charcoal	
					VPF2-24-F	STORAGE, Pedestal, Fixed, Recessed Pull, Metal Fronts, F/F, Keyed alike per cubicle	3
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPPA-5036-NN	PANEL, Acoustical, 50H X 36W, Non-Powered, W/O Elect. Access or Knock Outs	7
					,S4-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPSG-1436-F-SK-1E	PANEL, Frosted Acrylic, Stack-On, for Acoustical Base Panel, 14H X 36W	4
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VNW-64	COMPONENT, Wall Mount, 64H	4
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VUWE-4872-441GSL	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	2
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
					VB3R-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Right, Full Pull, 51H X 24D, Keyed alike per cubicle	2
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VB3L-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Left, Full Pull, 51H X 24D, Keyed alike per cubicle	1
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VUWE-4872-441GSR	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	1
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
					VUSE-24	WS SUPPORT, End Panel, for 24D Surfaces	1
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	

BID ITEM: 161-138
Furniture and Panels Systems Workstations
Public Defender's Office

EXHIBIT III

Revised 09/27/16

Tag	Mfg	Unit Qty	Unit Cost	Total	Component Part Number	Component Part Description	Components/unit
WS2	GRP	1			VPF2-24-F	STORAGE, Pedestal, Fixed, Recessed Pull, Metal Fronts, F/F, Keyed alike per cubicle	4
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VACP-2	WS SUPPORT, Cantilever Brackets, Standard, Pair	4
					,TR-	SELECT Trim/Metal Color	
					K	Charcoal	
					VACB-1	Corner Bracket	4
					VERC-1	ELECTRICAL, Duplex Receptacle, Common Ground, 3-Circuit (PKG/6)	2
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPPA-5036-PC	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access/Com. KO	4
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPPA-5036-PP	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access	4
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPSG-1436-F-SK-1E	PANEL, Frosted Acrylic, Stack-On, for Acoustical Base Panel, 14H X 36W	4
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VUWE-4872-441GSL	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	4
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
					VB3R-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Right, Full Pull, 51H X 24D, Keyed alike per cubicle	4
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VTCP-4	COMPONENT, Finish Post Top Cap, Four-Way	1
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VEB-1	ELECTRICAL, Base Feed, Hardwire, 3-Circuit, Liquid Tight, 4' Long Cable	1
WS3	GRP	1			VPPA-5036-PP	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access	7
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPPA-5036-PC	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access/Com. KO	3
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPPA-5036-NN	PANEL, Acoustical, 50H X 36W, Non-Powered, W/O Elect. Access or Knock Outs	4
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	

BID ITEM: 161-138
Furniture and Panels Systems Workstations
Public Defender's Office

EXHIBIT III

Revised 09/27/16

Tag	Mfg	Unit Qty	Unit Cost	Total	Component Part Number	Component Part Description	Components/unit
					VB3L-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Left, Full Pull, 51H X 24D, Keyed alike per cubicle	3
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VB3R-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Right, Full Pull, 51H X 24D, Keyed alike per cubicle	3
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VUWE-4872-441GSR	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	3
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
					VUWE-4872-441GSL	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	3
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
					VPF2-24-F	STORAGE, Pedestal, Fixed, Recessed Pull, Metal Fronts, F/F, Keyed alike per cubicle	6
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPSG-1436-F-SK-1E	PANEL, Frosted Acrylic, Stack-On, for Acoustical Base Panel, 14H X 36W	9
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VERC-1	ELECTRICAL, Duplex Receptacle, Common Ground, 3-Circuit (PKG/6)	2
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
WS4	GRP	1			VEB-1	ELECTRICAL, Base Feed, Hardwire, 3-Circuit, Liquid Tight, 4' Long Cable	1
					VACP-2	WS SUPPORT, Cantilever Brackets, Standard, Pair	6
					,TR-	SELECT Trim/Metal Color	
					K	Charcoal	
					VACB-1	Corner Bracket	6
					VVPS-64-F3	COMPONENT, Finish Post, Three-Way, Metal, Full Height Application, 3 Alignment Tabs, 64H	1
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					,TR-	SELECT Top Cap Trim/Metal Color	
					R	Beige	
					VTCP-4	COMPONENT, Finish Post Top Cap, Four-Way	1
					VPPA-5036-PP	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access	11
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPPA-5036-PC	PANEL, Acoustical, 50H X 36W, Powered, W/ Elect. Access/Com. KO	5
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPPA-5036-NN	PANEL, Acoustical, 50H X 36W, Non-Powered, W/O Elect. Access or Knock Outs	6
					,54-	GALET - Gr II (100% Eco Intelligent)	
					1	Sky Blue	
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VB3L-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Left, Full Pull, 51H X 24D, Keyed alike per cubicle	5

BID ITEM: 161-138
Furniture and Panels Systems Workstations
Public Defender's Office

EXHIBIT III

Revised 09/27/16

Tag	Mfg	Unit Qty	Unit Cost	Total	Component Part Number	Component Part Description	Components/ unit
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VB3R-5124-F	STORAGE, Tower/BookCase, Metal, B/B/F, Door on Right, Full Pull, 51H X 24D, Keyed alike per cubicle	5
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VUWE-4872-441GSR	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	5
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
					VUWE-4872-441GSL	WORK SURFACE, Extended Corner, Curved Front, 72W X 48D, Rectangular Silver Grommet	5
					,G-	Laminate Finish	
					HZN	Wood Grain: Hazelnut	
					VPF2-24-F	STORAGE, Pedestal, Fixed, Recessed Pull, Metal Fronts, F/F, Keyed alike per cubicle	10
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VPSG-1436-F-SK-1E	PANEL, Frosted Acrylic, Stack-On, for Acoustical Base Panel, 14H X 36W	15
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VERC-1	ELECTRICAL, Duplex Receptacle, Common Ground, 3-Circuit (PKG/6)	4
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VTCP-4	COMPONENT, Finish Post Top Cap, Four-Way	2
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					VVPS-64-F3	COMPONENT, Finish Post, Three-Way, Metal, Full Height Application, 3 Alignment Tabs, 64H	1
					,TR-	SELECT Trim/Metal Color	
					R	Beige	
					,TR-	SELECT Top Cap Trim/Metal Color	
					R	Beige	
					VACP-2	WS SUPPORT, Cantilever Brackets, Standard, Pair	10
					,TR-	SELECT Trim/Metal Color	
					K	Charcoal	
					VACB-1	Corner Bracket	10
					VEB-1	ELECTRICAL, Base Feed, Hardwire, 3-Circuit, Liquid Tight, 4' Long Cable	2
TOTAL							

Bid Item 16-238
Furniture for Public Defender's Office Bid Opening Date: Tuesday, October 18, 2016 @ 11:00 a.m.
Supplemental Information for Substitution Request:
(one form shall be completed for EACH item for which you would like to request a substitution)

Item Number _____

Specified Manufacturer		Proposed Manufacturer:	
Item Description:		Item Description:	
Model Number:		Model Number:	
Warranty		Warranty	
Length of Coverage		Length of Coverage	
Scope of Coverage		Scope of Coverage	
Colors and Fabrics		Colors and Fabrics	
Frame		Frame	
Fabrics		Fabrics	
Laminate colors		Laminate colors	
Sound Characteristics (Open Office)		Sound Transmission Characteristics (Open Office)	
STC		STC	
SAC		SAC	
Construction		Construction	
Substrate		Substrate	
Frame		Frame	
Connections		Connections	

COMMENTS OR OTHER PERTINENT INFORMATION REGARDING THIS REQUEST:

SUBSTITUTION DETAIL FORM

IMAGE OF SPECIFIED UNIT:

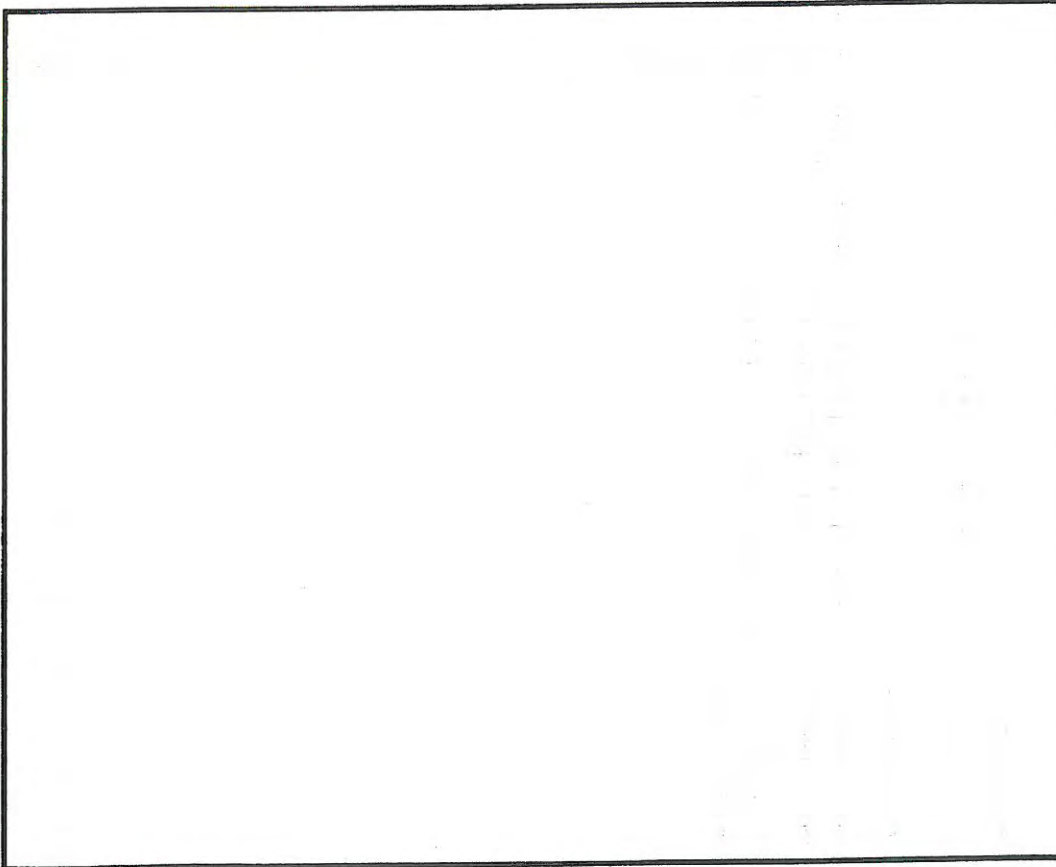


IMAGE OF PROPOSED SUBSTITUTION:

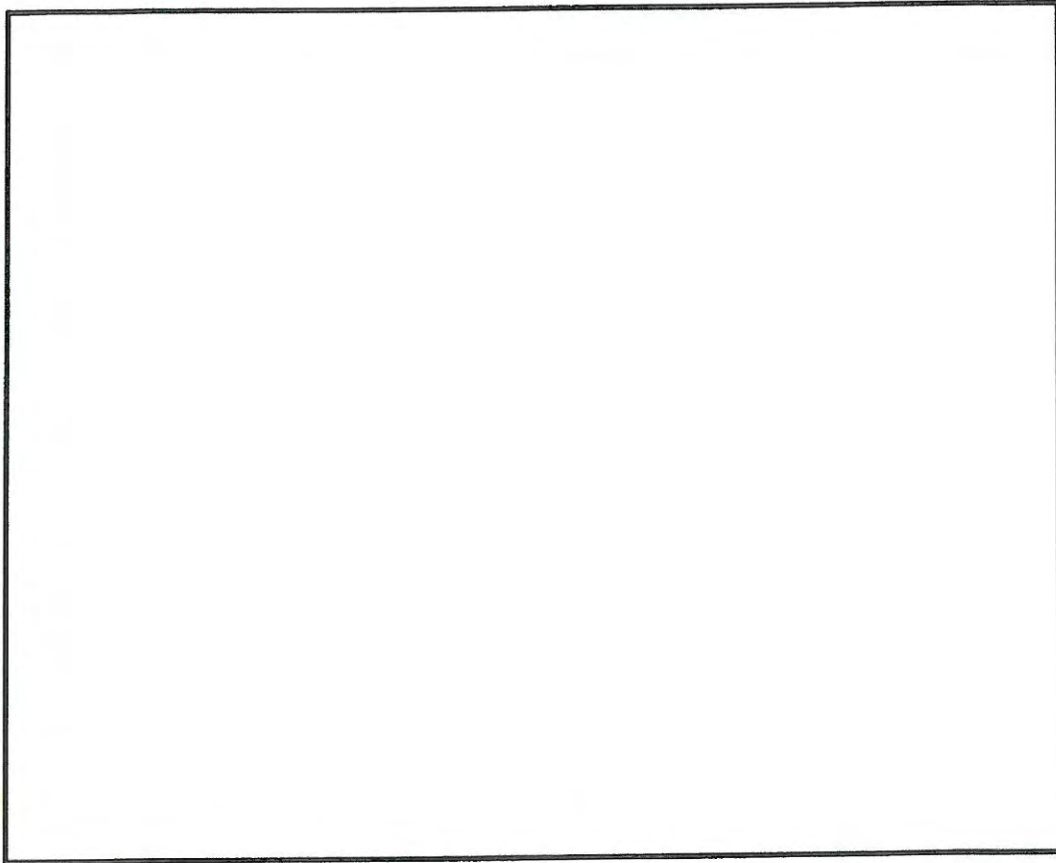


EXHIBIT 9



Procurement Department

Mrs. Geri Sams, Director

MAILED/FAXED

TO: All Vendors
Nancy Williams, Quality Assurance Analyst
Takiyah Douse, Central Services Department

FROM: Geri Sams
Procurement Director *GASpw*

DATE: September 23, 2016

SUBJ: New Bid Opening Date

BID ITEM: Bid Item 16-238 Furniture for Public Defender's Office for Central Services Department

NEW BID OPENING DATE: Tuesday, October 11, 2016 @ 11:00 a.m.

ADDENDUM 2

Bidders on this project are hereby notified that this Addendum shall be attached to and made part of the above-named Bid Package. The changes and clarifications shall supplement the contract documents for the above referenced project. Changes shown in this document shall supersede previously dated contract documents. **Acknowledge receipt of all Addendums on Attachment B within the Specifications package.**

The Bid Opening Date for Bid Item #16-238 Furniture for Public Defender's Office has been changed:

From: Tuesday, October 4, 2016 @ 11:00 a.m.

To: Tuesday, October 11, 2016 @ 11:00 a.m.

Please acknowledge addendum in your submittal

END ADDENDUM

Room 605 - 535 Telfair Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811

www.augustaga.gov

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Procurement Department

Mrs. Geri Sams, Director

MAILED/FAXED

TO: All Vendors
Nancy Williams, Quality Assurance Analyst
Takiyah Douse, Central Services Department

FROM: Geri Sams
Procurement Director *GS*

DATE: October 11, 2016

SUBJ: Responses to Vendor's Substitutions Requests

BID ITEM: Bid Item 16-238 Furniture for Public Defender's Office for Central Services Department

BID OPENING DATE: Tuesday, October 18, 2016 @ 11:00 a.m.

ADDENDUM 4

Bidders on this project are hereby notified that this Addendum shall be attached to and made part of the above-named Bid Package. The changes and clarifications shall supplement the contract documents for the above referenced project. Changes shown in this document shall supersede previously dated contract documents. **Acknowledge receipt of all Addendums on Attachment B within the Specifications package.**

CLARIFICATION:

Substitutions: The Public Defender and Design Team went through an extensive collaboration in order to select the colors, materials and appearance of the pieces included in this furniture package. Their focus was on a design to complement the architecture of the renovation while acknowledging the historic design elements and not matching furniture from other Augusta locations.

Augusta has performed an extensive review of the requests for substitution, taking into account construction, aesthetics and specifications. The attached sheets represent our determination of which requests will be accepted.

Please acknowledge addendum in your submittal

END ADDENDUM 4

ATTACHMENTS: ACCEPTANCE/REJECTION OF SUBSTITUTION REQUESTS (1 PAGES)

Room 605 - 535 Telfair Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811

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BID ITEM:

16-238

**Furniture and Panels Systems Workstations
Public Defender's Office**

ACCEPTANCE/REJECTION OF SUBSTITUTION REQUESTS

Tag	SPECIFIED UNIT	PROPOSED SUBSTITUTION	Unit Cost		REMARKS
			ACCEPTED	REJECTED	
BC1	F.E. Hale	NONE			
BC2	F.E. Hale	NONE			
CH1	Allseating - Zip	SitOnIt- ReAlign		X	Aesthetics of the frame is not acceptable to the owner.
CH2	Allseating - Zip	SitOnIt - Novo		X	Aesthetics of the frame is not acceptable to the owner.
CH3	Allseating - Zip	SitOnIt - Novo		X	Aesthetics of the frame is not acceptable to the owner.
CH4	Allseating - Zip	SitOnIt - Novo		X	Aesthetics of the frame is not acceptable to the owner.
CH5	Allseating - Multiflex	SitOnIt - Rio		X	Frame is lighter gauge, requires larger storage area due to limits on stacking
CH6	Allseating - Multiflex	SitOnIt - Rio		X	Frame is lighter gauge, requires larger storage area due to limits on stacking
CH7	Allseating - Multi Dolly	SitOnIt - Rio Dolly		X	Dolly is specific to the chair manufacturer
CH8	National Office Furniture	JSI Gatsby		X	Variation in appearance is not acceptable to the owner.
CH9	Cherryman	NONE			
CH10	GRP	NONE			
CH11	Spec	NONE			
CH12	GRP	NONE			
CH15	GRP	NONE			
CH16	GRP	NONE			
D1	Groupe Lacasse - Concept	Logiflex Desk Shell		X	Appearance is not acceptable to owner. Warranty on moving components is not equal. Laminate colors are not the same as specified.
MC	Groupe Lacasse - Conferen	Logiflex Mobile Serving Cart		X	Desks and accessory pieces from different mfrs do not match.
MS1	Groupe Lacasse - Open Sto	Logiflex Open Storage Space		X	Desks and accessory pieces from different mfrs do not match.
MS2	Groupe Lacasse - Pigeon Hd	Logiflex Pigeon Holes		X	Desks and accessory pieces from different mfrs do not match.
T1	Groupe Lacasse - Conferen	Logiflex Academic		X	Proposed units have painted legs rather than aluminum.
T2	Spec - Trumpet	Logiflex Magog		X	Laminate color is not the same as specified.
T3	Berco	NONE			
T4	Spec	NONE			
T6	GRP	NONE			
T7	GRP	NONE			
T8	Mayline	NONE			
T9	Mayline	NONE			
WS1	Groupe Lacasse - Nvision	Maxon Prefix	X		
WS1.	Groupe Lacasse - Nvision	Maxon Prefix	X		
WS2	Groupe Lacasse - Nvision	Maxon Prefix	X		
WS3	Groupe Lacasse - Nvision	Maxon Prefix	X		
WS4	Groupe Lacasse - Nvision	Maxon Prefix	X		



Compliance Department

**Kellie Irving
Compliance Director**

November 28, 2016

To: **Takiyah Douse, Director, Facilities
Geri Sam, Director, Procurement**

From: **Kellie S. Irving, Director, Compliance Department**

RE: **LETTER OF NON-COMPLIANCE FOR BID ITEM 16-238
FURNITURE FOR PUBLIC DEFENDER'S OFFICE**

Bidder: **WEINBERGER'S BUSINESS INTERIORS**

Issue(s):
1 - Notice of Non-Responsiveness – Failure to Submit Required LSBOP Documentation
2 - Notice of Non-Compliance – Failure to Meet LSBOP Utilization Goal
3 - Notice of Non-Compliance – Failure to Properly Complete GFE Form
4 - Notice of Non-Compliance – Failure to Meet Good Faith Efforts

The Compliance Department – DBE Division issues this Letter of Non-Compliance to include issues of Non-Responsiveness and Non-Compliance for Weinberger's Business Interiors on Bid Item 16-238 Furniture for Public Defender's Office.

It is the responsibility of the Compliance Department to ensure compliance with the Local Small Business Opportunity Program (LSBOP) pursuant to Augusta, Georgia Code, Article One, Chapter 10B, the Augusta, Georgia Local Small Business Opportunity Program.

**AUGUSTA, GEORGIA CODE, ARTICLE ONE, CHAPTER 10B
ORDINANCE 7271**

LOCAL SMALL BUSINESS OPPORTUNITY PROGRAM (LSBOP)

Sec. 1-10-123. Objective.

Augusta, Georgia is firmly committed to the principles of equal opportunity and in keeping with these principles, hereby sets forth a program and establishes a mechanism for developing, approving, and implementing procedures by which local small business enterprises shall be identified, informed and educated regarding opportunities for supplying goods, general services, and construction services required by Augusta, Georgia, and providing for objectives for bidders to incorporate the use of Local Small Businesses as commercially useful

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**Compliance Department****Kellie Irving
Compliance Director**

subcontractors, thereby promoting balanced economic and community growth throughout Augusta, Georgia. The LSBOP is a race and gender-neutral program.

Sec. 1-10-124. Policy, intent and purpose.

(a) *Policy.* It is the policy of Augusta, Georgia that all necessary and reasonable steps shall be taken to ensure that local small business enterprises have the maximum opportunity to compete for and participate in all contracts and subcontracts funded by or through the Augusta, Georgia governing authority. Further, the Augusta, Georgia Commission has determined as a means to ensure full economic participation by small local business that a mechanism for developing, approving and implementing a LSBOP is required. Augusta, Georgia has established the LSBOP to promote opportunities for registered Local Small Business to participate in Augusta, Georgia's contracting and procurement activities by requiring contractors to utilize registered Local Small Business to perform commercially useful functions to the maximum extent possible and as economically feasible, as partners or subcontractors for service delivery or as suppliers of various goods required in the performance of a contract. This LSBOP is in addition to and shall not supplant the Local Preference of Code § 1-10-6.

(b) *Intent and Purpose.* The Augusta, Georgia Local Small Business Opportunity Program is established to encourage equal opportunity, diversity, and equity in Augusta, Georgia's contracting and procurement activities. In a race and gender neutral manner, the Program will promote fair and equal opportunities for all local small businesses. It is specifically intended that the encouragement of local small businesses will allow for the development and growth of such businesses to increase competition for construction and procurement opportunities.

- (1) It is the intent and purpose of this Program to encourage equal opportunity in Augusta, Georgia's contracting and procurement and to eliminate discrimination and the effects of past discrimination therein.
- (2) It is also the intent and purpose of this Program to encourage the use of the Local Small Business Opportunity Program, which will have the benefit to Augusta, Georgia of assisting the local economy with job formation while remedying the discrimination against minority owned business enterprises in the Augusta, Georgia contracts and procurement in a race and gender-neutral manner.
- (3) It is also the intent and purpose of the LSBOP to develop evidence relevant to whether future race and gender conscious programs are necessary to remediate the effects of past or current discrimination, as required by applicable laws.

Therefore, in the spirit of the Augusta, Georgia Code, the Compliance Department applies all applicable Code and Ordinance(s) to enforce the LSBOP and all activities associated with the program's implementation, monitoring, and application.

**BID ITEM 16-238
FURNITURE FOR PUBLIC DEFENDER'S OFFICE**

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Scope of Work

To provide furniture, furnishings and equipment as specified; transportation; full and final installation. (Full bid details are referenced in Bid Item 16-238 Furniture for Public Defender's Office.)

BID SPECIFICATIONS

Bid Specifications and Page Reference

Each Bid Specifications include a Table of Contents, Instruction to Submit, Notice to All Proposers, Exception Sheet, Local Vendor Registration Form, Local Small Business Opportunity Program Ordinance Requirements and Bid Specifications.

BID ITEM 16-238 FURNITURE FOR PUBLIC DEFENDER'S OFFICE Table of Contents can be found on Page 2 of 59 in the Bid Specifications. (Attachment A)

Local Small Business Goal and Bid or Proposal Requirements

The local small business goal for the above listed bid is 8%.

An itemized list of documents and instructions are listed on page 53 indicating the definitive statement advising bidders: ***Failure to submit the above documentation shall result in the bid or proposal being declared non-responsive.***

All Local Small Business Goal and Instructions are listed on Pages 53-59 of the Bid Specifications for this procurement. (Attachments B.1 – B.7)

Good Faith Effort (GFE)

When Augusta, Georgia sets a contract goal, the basic obligation of bidders is to make good faith efforts to meet it. A proposer can demonstrate these efforts in either of two ways, which are equally valid. First, they can meet the goal, by documenting that they have obtained commitments for enough LSBOP participation to meet the goal. This information should be listed on the ***(1) LSBOP Letter of Intent to Perform as a Sub-consultant / Subcontractor / Supplier, (2) Local Small Business Utilization, and (3) the Good Faith Efforts*** forms. The second, even though they have not met the goal, a proposer can document that they have



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made good faith efforts to do so which should be documented on **(1) Local Small Business Utilization, and (2) the Good Faith Efforts** forms.

Augusta, Georgia emphasizes strongly that the LSBOP requirement is important and serious. Although a one-size-fits-all GFE checklist is neither desirable nor possible, what constitutes a showing of adequate good faith efforts in a particular procurement is an intrinsic fact-specific judgment that Augusta, Georgia must consider. Circumstances of procurements vary widely, and GFE determinations shall fit each individual situation as closely as possible.

*All Local Small Business Goal, Instructions, and Forms are listed on Pages 53-59 of the Bid Specifications for this procurement. **(Attachments B.1 – B.7)***

Meeting GFE

Although a one-size fits all GFE is not our standard, a number of recommended strategies are listed to ensure bidders make an earnest effort to engage LSBOP firms and to support ample methods of documenting the GFE.

The Good Faith Efforts bid strategies were included in the Bid Specifications on Page 54. In addition, the Compliance Department attended the Pre-Bid Meeting and responded in writing a response to the inquiry about the LSBOP goal and documenting/meeting the GFE.

*In reference to the LSBOP, detailed LSBOP Ordinance Requirements are listed in the Bid Specifications on Page 10 of 59. **(Attachment C)***

*Good Faith Efforts are listed on Page 54. **(Attachment B.2)***

*Pre-Bid Meeting Instruction Script **(Attachment D)***

*Bid Response to LSBOP Inquiry and Clarification **(Attachment E)***



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Issue 1

Notice of Non-Responsiveness – Failure to Submit Required LSBOP Documentation

Bid Specifications 16-238 specified in **Sec. 1-10-129 (a)(6)**:

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 Departments. (Attachment C)

- *Non Discrimination Statement*
- *Proposed Local Small Business Subcontractor/Supplier Utilization Plan*
- *Documentation of Good Faith Efforts to use local small businesses*
- *Local Small Business Utilization document*

Findings:

Bidder failed to submit required bid documents:

1. Local Small Business Opportunity Program Letter of Intent to Perform as a Sub consultant /Subcontractor/Supplier **and**
2. Local Small Business Utilization

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Issue 2

Notice of Non-Compliance – Failure to Meet LSBOP Utilization Goal

Bid Specifications 16-238 specified in **Sec. 1-10-129 (a)(1)**:

Bid conditions for contracts awarded by Augusta, Georgia will require that, where subcontracting goal is utilized in performing the contract, the bidder or proponent, will make Good Faith Efforts to subcontract with or purchase supplies from local small businesses. Bid specifications will require the bidder or proponent to keep records of such efforts that are adequate to permit a determination or compliance with this requirement. (Attachment C)

In establishing a utilization goal for this procurement, the Compliance Department evaluated the scope of work which indicated scopes that could be performed by a number of LSBOP firms. The Commercially Use Function scopes of work for this procurement included the trades (NAICS) listed below. These trades were evaluated to establish the 8% utilization goal.

The following trades were evaluated to establish the goal.

NAICS 238190 – Installation

NAICS 484XXX – Trucking (delivery)

Findings:

Bidder failed to meet the LSBOP Utilization Goal.

Bidder did not list any (future) LSBOP participation.

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Issue 3

Notice of Non-Compliance – Failure to Properly Complete GFE Form

Bid Specifications 16-238 specified in **Sec. 1-10-129 (a)(2)**:

Each bidder shall be required to provide documentation of achieving goal or provide documentation of Good Faith Efforts to engage local small businesses as subcontractors or suppliers, the names of local small businesses and other subcontractors to whom it intends to award subcontracts, the dollar value of the subcontracts, and the scope of the work to be performed, recorded on the form(s) provided or made available as part of the bid package. If there are no subcontracting opportunities, bidder shall so indicate on the appropriate form. (Attachment C)

Weinberger:

Bidder submitted a GFE form indicating that Weinberger contacted Q3 by phone. Q3's written response was "cannot fulfill and too busy."

Compliance:

Compliance reviewed the submitted GFE form and noted missing data in fields, the omission of email correspondence, and no subcontracting / supplier opportunities listed to indicate future solicitation.

Findings:

Bidder failed to properly complete the GFE form.

1. Bidder failed to submit supporting documentation.
2. Bidder failed to complete fields in their entirety of the GFE form - Person Contacted and Date field - no date provided.
3. Bidder indicated in protest that there was a verbal quote emailed to Weinberger by Q3. The proof of the verbal quote email was not listed on/attached to the GFE form for evaluation.
4. Bidder indicated in protest "intention to subcontract"; however, the GFE form does not indicate any intentions for future LSBOP solicitation.

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Issue 4

Notice of Non-Compliance – Failure to Meet Good Faith Efforts

Bid Specifications 16-238 specified in **Sec. 1-10-129 (a)(6)**:

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 Departments.

- *Non Discrimination Statement*
- *Proposed Local Small Business Subcontractor/Supplier Utilization Plan*
- *Documentation of Good Faith Efforts to use local small businesses*
- *Local Small Business Utilization document*

(Attachment C)

Weinberger:

According to Bidder, the only local small business able to participate in this type of work was Q3.

According to Bidder, Q3 emailed a verbal quote to Weinberger's Business Interiors General Manager, Frank Mulheim. When bidder contacted Q3 to follow up with the filling out of the LSBOP form, Q3 did not recall Frank Mulherin's email asking for a quote yet stated he did not know the name of the project or start date. Bidder indicated he named the project, estimated install date, and the number of installers required. Bidder indicated, after stating the project's information, Q3 stated he was going to be too busy and could not take the job.

Therefore, Bidder indicated the LSBOP Letter of Intent was left blank and the phone call was documented on the GFE form. **(Attachments B.5 and F)**

Compliance:

On 10/19/2016, Compliance noted the following upon the initial review of Bidder's GFE documents:

1. **No LSBOP utilization**
2. **No supporting documentation of emails (read receipts, printed copies)**
3. **No date of phone call to Q3**
4. **Date GFE form was signed by bidder (10/16/2016)**



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Also, Compliance conducted a phone audit of the information provided on the GFE form. Compliance noted the following information.

1. In speaking with Q3, Compliance learned that Weinberger emailed them for a vague request for quote 10/12/16. Q3 replied to the email with a quote without knowing for which project the quote was intended. **(Attachment G)**
2. Compliance Phone Audit Note - On 10/18/2016, according to Q3, Weinberger contacted them around 9:30 am, requesting them to complete the GFE form. At which time, Q3 indicated that they were busy and working on a job and could not fill out the form as requested. **(Attachment H)**

Findings:

GFE form submitted by Weinberger:

1. Failed to list the date Bidder phoned Q3.
2. Bidder failed to submit the supporting GFE supporting documentation titled - Local Small Business Utilization form indicating they were unable to meet the goal.
(Attachment B.6)
3. Bidder failed to provide Q3 time to respond. Based on the Compliance's phone audit of GFE form's notation – Bidder contacted Q3 10/18/2016, which is the same due date of the bid. ***(GFE procedures state bidders seeking LSBOPs – shall provide a minimum of 5-day notice when requesting bids or proposal for material or services as sub or supplier.)***
4. Review of the GFE form indicated the Bidder contacted only one firm by phone, Q3. According to the bidder, Q3 responded "cannot fulfill" and "too busy."
5. According to Q3, at the time of the call 10/18/2016 at 9:30 am, Q3 was busy and could not fill out the form.
6. No additional GFE efforts were recorded.
7. No additional potential LSBOP scopes identified to assist bidder in reaching the GFE.
8. No additional LSBOPs were contacted for potential subcontracting opportunities.
9. No **Request for Subcontractor** advertisement(s) in print or online media outlets.
10. Optional - No requested assistance from the Compliance Department.



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CONCLUSION

The Compliance Department's evaluation of responsiveness and compliance are to encourage the utilization of Local Small Business Opportunity Program firms in Augusta, Georgia's procurements.

When a goal is evaluated and placed on a procurement, it is the intent that the goal will be met by the Bidder. However, if the Bidder is not successful or unable to meet the goal, it is required that the Bidder meets a Good Faith Effort with engaging potential certified firms for subcontracting or supplier opportunities.

Actions taken to meet the GFE are evaluated thoroughly and can only be assessed based on supporting documentation and detailed documented efforts on required forms. The Compliance Department cannot evaluate a Bidder's action, activity, or "intention" that is undocumented, unstated, or based on omitted bid supporting documentation.

In addition, Compliance takes into account the GFE of other bidders as to whether or not they were able to meet the goal and/or pass the GFE. In this particular bid, there were two (2) other bidders.

- Bidder 1 met the LSBOP utilization goal at 9% and submitted all supporting documents.
- Bidder 2 did not meet the goal; however, passed the GFE and submitted all supporting documents.

Based on the facts that were submitted and documents not submitted by Weinberger, Compliance had no verification or compelling proof to support responsiveness and compliance. Therefore, Weinberger was deemed non-responsive for failing to submit required documents and non-compliance for not meeting the goal and failing the GFE.

Augusta
G E O R G I A
Table of Contents

Invitation to Bid

Instruction to Submit

Purpose
Viewing of the Augusta Code
Compliance with Laws
Bid for All or Part
All protest shall be made in writing
Local Vendor Preference
Minority/Women Business Enterprise (MWBE) Policy
Augusta Georgia License Requirement
Terms of Contract

Notice to All Proposers

(Required to be returned with your submittal. Both documents must be notarized)

Attachment B **Return the 2 pages**

Systematic Alien Verification for Entitlements (SAVE) Program

Exception Sheet

Local Vendor Registration Form

Local Small Business Opportunity Program Ordinance Requirements

Local Small Business Opportunities Program Participation (Projects \$100,000 or more)

Bid Specifications

Local Small Business Goal

The Local Small Business Opportunity Program provides for Local Small Business goals to be set on all applicable Augusta, Georgia procurements over \$100,000 in value.¹ The Local Small Business goal for this procurement is:

8 %

All bidders or proposers shall submit the following with their bid or proposal as required by Augusta, GA Code § 1-10-129:²

1. **Non-Discrimination Statement: As required by the Procurement document.³**
2. **Proposed Local Small Business Subcontractor/Supplier Utilization Plan.**
3. **Documentation of Good Faith Efforts to use local small businesses.**
4. **Local Small Business Utilization document.**

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

1 Even when a solicitation does not contain a Local Small Business goal (or the goal is set at zero), each Bidder must negotiate in good faith with each local small business that responds to the Bidder's solicitation and each local small business that contacts the Bidder on its own accord. Self-performance does not exempt Bidders from Local Small Business Opportunity Program requirements unless the self-performer is a qualified and registered Local Small Business. All of the requirements of the Local Small Business Opportunity Program can be found in Augusta, GA Code, Chapter 10B.

2 Applicable forms are available on Augusta Georgia's Disadvantaged Business Enterprise website: www.augustaga.gov.

3 Only one Non-Discrimination statement is required "See Attachment B".

Local Small Business Opportunity Program Requirements

Augusta, Georgia has adopted a race and gender neutral Local Small Business Opportunity Program (LSBOP). See Augusta, GA Code, Chapter 10B. Bidders are encouraged to carefully review the all of the requirements of the LSBOP which can be found on Augusta, Georgia's Disadvantaged Business Enterprise Department website (www.augustaga.gov). All of the requirements of the LSBOP become covenants of performance upon award of this procurement. The LSBOP provides for Local Small Business (LSB) goals to be set on all applicable procurements over \$100,000 in value and even when a solicitation does not contain a LSB goal, each Bidder must negotiate in good faith with each local small business that responds to the Bidder's solicitation and each local small business that contacts the Bidder on its own accord. Self-performance does not exempt Bidders from the LSBOP requirements unless the self-performer is a qualified and registered LSB. (See Augusta, GA Code § 1-10-129).

I. The pre-award requirements of the LSBOP are material conditions of this procurement.

A Bid shall be rejected if it is determined that a Bid fails to meet the required LSBOP requirements, including but not limited to, failing to provide the Required Pre-Award Bid Submittal documents, failing to provide commitments to achieve the applicable Project Specific LSB Goals (or the Bidder's documented Good Faith Efforts to do so). A Contractor's failure to carry out in good faith its Project Specific Goal commitments in the course of the Contract's performance shall constitute a material breach of the Contract and a violation of the AUGUSTA, GA CODE. If the breach is not cured within a reasonable amount of time, it may result in the termination of the Contract or such other remedies afforded by Federal, State or Local law.

II. Good Faith Efforts.

Pursuant to AUGUSTA, GA CODE SEC. 1-10-125(4) Good Faith Efforts shall be used by a bidder to seek Local Small Businesses to participate as a subcontractor or supplier. Such good faith efforts include, but are not necessarily limited to, the following actions:

- (a) Including qualified Local Small Businesses in the prime contractor's solicitations for subcontractors and suppliers.
- (b) Assuring that local small businesses are solicited whenever such business enterprises can perform a commercially useful function.
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of Local Small Businesses.
- (d) Establishing delivery schedules, where the requirements of the prime contract permit, which encourage participation of Local Small Businesses.
- (e) Using the services and the assistance of the Director of minority and small business opportunities in the identification of qualified local small businesses and negotiating subcontracts and supply contracts with such enterprises.
- (f) Requiring each first tier subcontractor to take the affirmative steps outlined within the AUGUSTA, GA CODE with respect to the identification and usage of second or third tier sub-contractors.
- (g) Placing notices of opportunities for qualified Local Small Businesses to perform subcontracting work on the eligible project in newspapers, trade journals, and other relevant publications, including publications specifically targeted to local small businesses, or communicating such notices of opportunities via the Internet or by other available media or means.
- (h) Designating portions of the work for Local Small Business subcontracting in trades with available Local Small Business subcontractors.
- (i) Providing a minimum of five (5) day notice to Local Small Businesses when requesting bids or proposals for furnishing material or services as a subcontractor or supplier.

III. Required Pre-Award Bid Submittals.

Pursuant to AUGUSTA, GA CODE SEC. 1-10-129 the following procedures and contract requirements will be used to insure that local small businesses are encouraged to participate in Augusta, Georgia contracts:

- (a) Each bidder shall be required to provide documentation of achieving the LSB goal or provide documentation of Good Faith Efforts to engage local small businesses as subcontractors or suppliers, the names of local small businesses and other subcontractors to whom it intends to award subcontracts, the dollar value of the subcontracts, and the scope of the work to be performed. If there are no sub-contracting opportunities, bidder shall so indicate on the appropriate form. Forms may be found on the official website of Augusta, Georgia.
- (b) Each bidder shall submit with their bid the following written documents, statements or forms, which are available at the Disadvantaged Business Enterprise Department and on the Disadvantaged Business Enterprise Department website:
 - (1) Non-Discrimination Statement which shall affirm the bidder's: (i) adherence to the policies of Augusta, Georgia relating to equal opportunity in contracting; (ii) agreement to undertake certain measures as provided in this policy to ensure maximum practicable participation of local small businesses; and (iii) agreement not to engage in discriminatory conduct of any type.
 - (2) Documentation of Good Faith Efforts to use local small businesses.
 - (3) Proposed Local Small Business Subcontractor/Supplier Utilization Plan.
 - (4) Executed Letter(s) of Intent with entities identified in LSB Utilization Plan.

Failure to submit the following documents in accordance with these requirements will cause the Bid or proposal to be declared non-responsive. Augusta, Georgia reserves the right to request supplemental information regarding a Bidder's submissions and the Bidder shall furnish such information in a timely manner. Failure to furnish information or otherwise cooperate may result in the rejection of the Bid.

IV. LSB Utilization Plan.

The Bidder must submit with its Bid a completed LSB Utilization Plan. The LSB Utilization Plan shall list the Subcontractor or Supplier's name(s), business address(s), telephone number(s), e-mail(s) and the name of the principal contact person(s) of each Subcontractor(s) or Supplier(s) intended to be used in the performance of the Contract, including firms proposed as to meet the Project Specific Goals.

Where the solicitation requires the Bidder to submit a base bid and one or more alternates, the LSB Utilization Plan must demonstrate the Bidder's achievement of the Project Specific Goal(s) or its Good Faith Efforts to achieve the Project Specific Goal(s) on the base bid.

V. Letter(s) of Intent.

The Bidder shall submit with its bid completed **Letter(s) of Intent (LOI)** utilizing the Letter of Intent format provided by the Disadvantaged Business Enterprise Department documents. The LOI must be executed by an authorized representative of the local vendor identified on the Utilization Plan and by the authorized representative of the Bidder. The LOI must accurately and completely detail the work to be performed and/or the materials to be supplied, and the agreed rates and/or prices to be paid. All Utilization Plan commitments must conform to those included in the submitted LOIs. The LOI will become a binding contract covenant upon the Bidder's receipt of a signed contract from Augusta, Georgia.

VI. Post Award Requirements.

- (a) Substitutions, Additions or Deletions of LSB Subcontractors or Suppliers.

In accordance with the requirements of the LSBOP, the Contractor shall provide the User Department, the Director of minority and small business opportunities and the Procurement Director written notice prior to

replacing or terminating a LSB on a contract and must comply with the Good Faith Efforts requirement to replace the departing local small business with another local small business. Likewise, when new opportunities for subcontracting arise on a contract and Augusta, Georgia sets a supplemental local small business goal, the contractors shall comply with the Good Faith Efforts set in an effort to meet the supplemental local small business goal.

(b) Contract Monitoring

(1) Monthly Utilization Reports

To evaluate the effectiveness of the LSBOP, Augusta, Georgia monitors the participation of Subcontractors and Suppliers on Augusta Georgia contracts. Each Contractor must submit a Monthly Utilization Report of Subcontract Payments by the 15th of each month. The Monthly Utilization Report must reflect, from project start to date, the Contractor's receipt of payments from Augusta Georgia and the utilization of and payments to all Subcontractors or Suppliers identified in the Utilization Plan. Failure to submit a completed monthly Status Report will be considered a contract breach.

Return all Utilization Reports to:

**Disadvantaged Business Enterprise Department
535 Telfair Street Room 610
Augusta, Georgia 30901**

(2) Monitoring Procedures

Procedures for monitoring contract compliance may include, but are not limited to, site visits or telephone audits; consideration of requests for substitutions, additions, deletions, or change orders; and review and verification of payments to Subcontractors or Suppliers as documented by the Monthly Utilization Status Reports of Subcontractor/Suppliers Payments.

PROJECT _____

LOCAL SMALL BUSINESS OPPORTUNITY PROGRAM**LETTER OF INTENT TO PERFORM AS A SUBCONSULTANT/SUBCONTRACTOR/SUPPLIER**TO: _____
(Name of Proposer)

- A. The undersigned intends to perform work in connection with the above project in the following capacity (check one):

_____ Individual

_____ Corporation

_____ Partnership

_____ Limited Liability Company (LLC)

_____ Joint Venture

- B. The Local Small Business Opportunity Program (LSBOP) status of the undersigned is confirmed as follows:

_____ By attachment of a current Certificate of Certification issued by the Department of Transportation

_____ By attachment of a current letter issued by the Disadvantaged Business Enterprise Office

- C. The undersigned is prepared to perform the following work in connection with the above project

- D. The undersigned states that they will be performing _____% of the total project.

- E. The undersigned will sublet and/or award _____% of this subcontract to non-Local Small Business Opportunity Program contractors and /or suppliers.

The undersigned will enter into a formal agreement for the above described work with the *Proposer* cited above conditioned upon the execution of a contract for the project cited herein between the *Proposer* and Augusta-Richmond County.

(LSBOP Contractor Firm Name)

Date: _____

By: _____
(Signature of Authorized Representative)

LOCAL SMALL BUSINESS UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____% LSBOP utilization on this contract.

_____ The bidder/offeror if unable to meet the LSBOP goal of _____% will submit documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

By _____
(Print Name)

(Signature)

(Date)

Good Faith Efforts

Attention Bidder/Proponent: List all subcontractors or suppliers that were contacted regarding this project. Use additional sheets as necessary.

Failure to complete this form, in its entirety with supporting documentation, will result in the bid being considered non-responsive to bid specification.

If you have failed to secure Local Small Business participation and you have subcontracting and/or supplier opportunities or if your participation is less than the City's Project Goal, you must complete this form.

Name of Subcontractor/Supplier	Address and Phone Number	Email	Person Contacted and Date	Scope of Work Solicited	Method of Communication	Results of Contact

Bidder/Proponent's

Project Name

Bid #

Signature

Date

Project Goal

ATTACHMENT B.7

Local Small Business Opportunity Program Ordinance Requirements

Notice To All Bidders (PLEASE READ CAREFULLY)

Shall apply to ALL Bids regardless of the dollar amount

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractors agree to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia upon request. The requirements of the Local Small Business Opportunity 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 Minority and Small Business Opportunities, 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 LSBOP Program office at (706) 821-2406. Failure to provide such reports within 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.

To print a copy of the Prime Contractor Data Collection Form visit:

<http://www.augustaga.gov/index.aspx?NID=1672>

Website: <http://www.augustaga.gov/index.aspx?nid=83>

SHALL APPLY TO PROJECTS \$100,000 & UP

Local Small Business Opportunity Program (Continued)

Sec. 1-10-129. Local small business opportunities program participation.

(a) *Sealed Bids* The following procedures and contract requirements will be used to insure that local small businesses are encouraged to participate in Augusta, Georgia contracts, including but not limited to construction contracts, requests for professional services and the performance of public works contracts. The Augusta, Georgia user department shall indicate goals for local small business in all solicitations for contracts over \$100,000 in value:

(1) Bid conditions for contracts awarded by Augusta, Georgia will require that, where subcontracting goal is utilized in performing the contract, the bidder or proponent, will make Good Faith Efforts to subcontract with or purchase supplies from local small businesses. Bid specifications will require the bidder or proponent to keep records of such efforts that are adequate to permit a determination of compliance with this requirement.

(2) Each bidder shall be required to provide documentation of achieving goal or provide documentation of Good Faith Efforts to engage local small businesses as subcontractors or suppliers, the names of local small businesses and other subcontractors to whom it intends to award subcontracts, the dollar value of the subcontracts, and the scope of the work to be performed, recorded on the form(s) provided or made available as part of the bid package. If there are no sub-contracting opportunities, bidder shall so indicate on the appropriate form.

(6) 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.

(i) Non-Discrimination Statement which shall affirm the bidder's: (a) adherence to the policies of Augusta, Georgia relating to equal opportunity in contracting; (b) agreement to undertake certain measures as provided in this policy to ensure maximum practicable participation of local small businesses;

and (c) agreement not to engage in discriminatory conduct of any type.

(ii) Proposed Local Small Business Subcontractor/Supplier Utilization Plan.

(iii) Documentation of Good Faith Efforts to use local small businesses.

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

(d) *Post Contract Award Requirements.* The purpose of this sub-section is to establish requirements for contractor compliance with the LSBOP after a contract has been awarded. This is incorporated into all Augusta, Georgia Contracts for which a local small business goal has been established or negotiated.

(1) Contractors shall have an affirmative, ongoing obligation to meet or exceed the committed local small business goal for the duration of the contract. The Augusta, Georgia may deem a contractor to be in violation of the LSBOP and in breach of its contract if at any time Augusta, Georgia determines that:

(a) The contractor will not meet the committed local small business goals; and

(b) the reasons for the contractor's failure are within the contractor's control. For example, if a contractor does not meet the local small business goal because the contractor terminated a local small business without cause or if the contractor caused and local small business to withdraw from the project without justification, then Augusta, Georgia is justified in finding the contractor to be in violation of the LSBOP.

(h) *Compliance.*

(4) The Director of minority and small business opportunities shall be responsible for evaluating good faith efforts documentation and subcontractor information submitted by bidders in conformance with, the AUGUSTA, GA. CODE and any State and Federal Laws applicable to any bid specifications for competitive sealed bid projects prior to award of the contract.

(i) *Competitive Bids.*

Nothing in this Policy is to be construed to require Augusta, Georgia to award a bid contract to other than the lowest responsible bidder, or to require contractors to award to subcontractors, or to make significant material purchases from local small businesses who do not submit the best overall pricing to Augusta, Georgia.

Sec. 1-10-130. Exceptions – federally funded projects.

In accordance with § 1-10-8 and Chapter 10B, the LSBOP shall only be utilized with federally funded projects, solicitations or contracts as authorized by federal (and Georgia) laws, regulations and conditions applicable to such projects. To the extent that there are any conflicts between any such laws, regulations or conditions and the LSBOP, the federal (and Georgia) laws, regulations and conditions shall control.

NOTE: All forms should be submitted in a separate, sealed envelope labeled Local Small Business Required Forms, Company's Name & Bid Number

For questions and or additional information please contact:

Local Small Business Opportunity Program
535 Telfair Street, Room 710
Augusta, Georgia 30901
(706) 821-2406

Website: <http://www.augustaga.gov/index.aspx?nid=83>

The Local Small Business Opportunity Program is a race and gender-neutral program that encourages equal opportunity for all local small businesses in Augusta, Georgia's contracting and procurement and seeks to eliminate discrimination and the effects of past discrimination.

Augusta, Georgia requires all necessary and reasonable steps shall be taken to ensure that local small business enterprises have the maximum opportunity to compete for and participate in all contracts and subcontracts funded by or through the Augusta, Georgia.

This LSBOP is in addition to and shall not supplant the Local Vendor Preference of Code § 1-10-6.

Augusta, Georgia has adopted a Project Specific Goal directive for all contracts over \$100,000. The end user department has assigned a local small business percentage goal of ____ to this project.

This means, the awarded contractor is required to fulfill this percentage goal in utilizing registered local small vendors as subcontractors or suppliers. The awarded contractor must make a Good Faith Effort to solicit bids from the list of registered Local Small Business vendors. Please note our office will monitor the 9 Good Faith Effort strategies specifically 3 of the 9 which include providing a minimum of 5-day notice to Local Small Businesses when requesting a bid or proposal; advertisement of the opportunity in trade journals to target areas of

general population readership and a minority and women population readership; Detailed phone logs, and email read receipts. Please note we will randomly select these firms to call & verify information provided on all Good Faith Efforts.

The Letter of Intent, Local Small Business Utilization and Good Faith Efforts forms are required documents and must be included in your submission. You will find the templates on page _____ of your specifications.

Once the Commission has approved the recommended contractor, you will receive a letter from the Compliance Department requesting data to be submitted. Each contractor must submit a Monthly Utilization Report of subcontractor or supplier payments. The Monthly Utilization Report of subcontractor or supplier payments. The Monthly Utilization Report should reflect payments received from Augusta, Ga, as well as, payments to all subcontractors or suppliers from the start of the project to the current date. Failure to submit a completed monthly status report will be considered a contract breach.

Again the end user department has assigned a local small business percentage goal of _____ to this project and Good Faith Efforts to accomplish this must be made.



Compliance Department

Kellie Irving
Compliance Director**MEMORANDUM**

TO: Kellie Irving
Compliance Director

FROM: Tamlar Walton
Administrative Compliance Technician

RE: Bid Item 16-238 Furnishing for Public Defender's Office

Date: November 9, 2016

The mandatory pre-bid meeting for Bid Item 16-238 Furnishing for Public Defender's Office was held on Friday, September 16, 2016 @ 10:00 a.m. in the Procurement Department, 535 Telfair Street, Room 605. During this meeting, Mr. White from the bid and contract team, gave the attendees instructions on how to complete the procurement forms in the bid specifications. Once he finished he turned the floor over to me to provide information about the Local Small Business Opportunity Program. At this point, I gave specific instructions on how to meet the "Good Faith Efforts".

The awarded contractor must make a Good Faith Effort to solicit bids from the list of registered Local Small Business vendors. Please note our office will monitor the 9 Good Faith Effort strategies, specifically, 3 of the 9 which include providing a minimum of 5-day notice to local small businesses when requesting a bid or proposal; advertisement of the opportunity in trade journals to target areas of general population readership and women and minority population readership; detailed phone logs, and email read receipts.

The attendees were also told the Compliance Department will randomly select firms to call and verify information provided on all Good Faith Efforts. After the meeting the representative from Weinberger's Business Interiors, Charles T. Squires asked if he could get an application to register for the Local Small Business Opportunity Program. I responded of course and proceeded to take him to the office. I gave Mr. Squires the application and explained to him the criteria of the program. We have not receive the completed application back from Mr. Squires or a call with questions about the application.

Mandatory Pre-Bid Conference Sign-in Sheet

Bid Item #16-238

Furniture for Public Defender's Office
For Augusta, GA - Central Services Department-Facilities
Friday, September 16, 2016, @ 10:00 a.m.

PLEASE PRINT

ATTACHMENT D.3

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	EMAIL	Prime/Sub
1. Darrell White <i>Darrell White</i>	Procurement	535 Telfair Street, Suite 605 Augusta, GA 30901	706-821-2423	706-821-2811	probidandcontract @augustaga.gov	
2. Nancy Williams <i>Nancy Williams</i>	Procurement	535 Telfair Street, Suite 605 Augusta, GA 30901	706-821-2888	706-821-2811	probidandcontract @augustaga.gov	
3. Pam Johnson	GA Correctional Industries	2984 Clifton Springs Rd Decatur, GA 30034	404-273-9496	404-244-5141	Pjohnson@ gci-ga.com	Prime
4. Charles Squires	Weinberg's Business Interiors	3021 A River Watch Parkway Augusta GA 30907	706-922-1370	706-922-1377	charles@weinberg's furniture.com	Prime
5. Dianne Tant	MBS	1445 Greene street	706-724-8700		dtant@ mbsaugusta. com	
6. LIMOSEY PAINTER	MBS	1445 GREENE STREET AUGUSTA, GA 30901	706-724-8700	706-724- 4654	lpainter@ mbsaugusta. com	
7. Kim Grant	McWATERS	3708 BARKHURST Drive Augusta, GA 30909	706-396-5400	706-396-5401	kgrant@ mcwaters.com	
8. CARL JORDAN	TWENTIETH CENTURY CONSTRUCTION	206 Kelly St. Augusta, GA 30904	706-231-1400	706-495-9117	TWENTIETH CENTURY CONSTRUCTION @augustaga.com	SUB

Mandatory Pre-Bid Conference Sign-in Sheet

Bid Item #16-238

Furniture for Public Defender's Office
For Augusta, GA – Central Services Department-Facilities
Friday, September 16, 2016, @ 10:00 a.m.
PLEASE PRINT

ATTACHMENT D.3

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	EMAIL	Prime/Sub
9. Tamar Walton	Compliance	535 Telfair St. Suite 710 Augusta, GA 30904	706 821-2400	706 823-4395	TWalton@augustaga.gov twalton@augustaga.gov	
10. Rick Acree	CENTRAL SERVICES		706-821-1595		racree@ augustaga.gov	
11.						
12.						
13.						
14.						
15.						
16.						

Kellie Irving

From: Darrell White
Sent: Friday, September 23, 2016 6:45 PM
To: Kellie Irving
Subject: RE: Bid#16-238 Furniture for Public Defender Office **QUESTIONS**

Ok thanks

From: Kellie Irving
Sent: Friday, September 23, 2016 4:39 PM
To: Darrell White <DWhite2@augustaga.gov>; Takiyah A. Douse <TDouse@augustaga.gov>; Lonnie Wimberly <LWimberly@augustaga.gov>; Rick Acree <racree@augustaga.gov>
Cc: Nancy M. Williams <NWilliams@augustaga.gov>
Subject: RE: Bid#16-238 Furniture for Public Defender Office **QUESTIONS**

1. The Local Small Business Opportunity Program Participation Goal on this procurement is 8%. This goal shall remain a requirement of this procurement. The use of Local Small Business Opportunity Program certified firm(s) on this procurement is strongly encouraged. If a bidder is not able to meet the participation goal of 8%, he or she will be required to show proof of an exhaustive Good Faith Effort (GFE). GFE efforts will be assessed based on the completion and submission of the required GFE form and all supporting documentation indicating that an earnest effort was put forth to identify and qualify eligible certified firm(s) for subcontracting opportunities.

Augusta, Georgia Procurement Department includes in each solicitation bid document detailed methods to achieve the GFE. In addition to printed GFE instructions, specific GFE strategies were provided by the Augusta, Georgia Compliance Department staff during the pre-bid meeting. Those GFE efforts highlighted specifically by the Compliance Department staff during the pre-bid meeting will be evaluated for compliance on all submitted bids.

From: Darrell White
Sent: Wednesday, September 21, 2016 10:58 AM
To: Takiyah A. Douse <TDouse@augustaga.gov>; Lonnie Wimberly <LWimberly@augustaga.gov>; Rick Acree <racree@augustaga.gov>
Cc: Nancy M. Williams <NWilliams@augustaga.gov>; Kellie Irving <KIrving@augustaga.gov>
Subject: FW: Bid#16-238 Furniture for Public Defender Office **QUESTIONS**

Questions for the above mentioned project.

From: Kim Grant [<mailto:kgrant@mcwaters.com>]
Sent: Tuesday, September 20, 2016 4:40 PM
To: Bid and Contract Team <ProcBidandContract@augustaga.gov>
Subject: Bid#16-238 Furniture for Public Defender Office **QUESTIONS**

1. Subcontracting/Supplier Small Business Requirement. We are not a General contractor and operate differently as a Furniture Dealer/Distributor. Typically we have no subcontractors. Our Suppliers are generally out of state/or out of country depending on Owner's needs and specifications. We generally do our own in house installations to keep cost down. There are no certified/factory authorized installation companies on your

approved/registered Small business list. Our Suppliers are manufacturers specified and proposed alternates that are neither a small business qualified nor local. Is this requirement going to stay and we have to go through the motions and expense just to be compliant. If we use an installer on some products that are not authorized through factory training it can void warranties. We will comply but it does seem to apply to other type acquisitions.

2. D1 :
 - a. Specs show 36x72 top but no modesty panel, end panels or legs are listed, they are in drawing. I am sure this is to be added but there is an itemized parts list discrepancy. Do they have to be metal legs with laminate inserts or can they be all laminate.
 - b. Return shows 4 square post legs with casters, you want these to be mobile?
3. How Quickly will we know alternates approval status?

Kim Grant | Workplace Consultant | O 706.396.1437 | www.mcwaters.com

Visit our website to see how we can ENLIVEN, ENRICH AND OPTIMIZE YOUR SPACE.



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Good Faith Efforts

Attention Bidder/Proponent: List all subcontractors or suppliers that were contacted regarding this project. Use additional sheets as necessary.

Failure to complete this form, in its entirety with supporting documentation, will result in the bid being considered non-responsive to bid specification.

If you have failed to secure Local Small Business participation and you have subcontracting and/or supplier opportunities or if your participation is less than the City's Project Goal, you must complete this form.

Name of Subcontractor/Supplier	Address and Phone Number	Email	Person Contacted and Date	Scope of Work Solicited	Method of Communication	Results of Contact
Q3 Office Installation	Q3 Office Installation 3105 Spring Lane Dr Augusta, GA 30806	brad@q3install.com	Brad Trammell	160 hrs	Phone	Can not talk too busy

Augusta Furniture / York + dba Weinberger Public Defenders Office

Bidder/Proponent's

Project Name

Bid #

16-238

Signature

10/16/16

Date

8%

Project Goal

ATTACHMENT F

Kellie Irving

From: Tamlar Walton
Sent: Monday, November 07, 2016 8:57 AM
To: Kellie Irving
Subject: FW: Installation

Good Morning,

This is the email we requested from Q3 Installation regarding their contact with Weinberger's Furniture for Bid Item 16-238 Furniture for Public Defender's Office. I will print it out and place in the file.

Thank you,
Tamlar

From: bradford trammell [mailto:q3installation@gmail.com]
Sent: Friday, November 04, 2016 5:12 PM
To: Tamlar Walton <TWalton@augustaga.gov>
Subject: Fwd: Installation

Hi Tamlar,

This is the email below we received from Frank Mulherin and our response. As you can see, it was just a standard email. He did not give us the job name, prints, or any details. There is no way we would have quoted this rate for a project of this magnitude.

Sent from my iPhone

Begin forwarded message:

Email between Q3 and Weinberger - Frank Mulherin

From: bradford trammell <q3installation@gmail.com>
Date: October 12, 2016 at 12:35:42 PM EDT
To: Frank Mulherin <fmulherin@weinbergersfurniture.com>
Subject: Re: Installation

Hi Frank,

The rate is \$30 per installer/per hour.

On Wed, Oct 12, 2016 at 10:23 AM, Frank Mulherin <fmulherin@weinbergersfurniture.com> wrote:

Hi Brad,

Can you give me my rate per installer / per hour. We have a project that we might get and would possibly need some men for 5 straight days. Thanks!

Please Make Note of My New Email Address

fmulherin@weinbergersfurniture.com

Frank Mulherin

General Manager

Weinberger's Business Interiors

3021 A River Watch Pkway

Augusta, GA 30907

[706-414-4922](tel:7064144922) Cell

[706-922-1371](tel:7069221371) Direct

[706-922-1370](tel:7069221370) Main

[706-922-1377](tel:7069221377) Fax

Proud member of The Rotary Club of Augusta

--

Thank you,

Bradford C. Trammell

Q3 Office Installation

3105 Spring Grove Dr, STE H4

Augusta, GA 30906

P: (706) 798-4657 M: (706) 993-0156

brad@q3installation.com

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Good Faith Efforts

Attention Bidder/Proponent: List all subcontractors or suppliers that were contacted regarding this project. Use additional sheets as necessary.

Failure to complete this form, in its entirety with supporting documentation, will result in the bid being considered non-responsive to bid specification.

If you have failed to secure Local Small Business participation and you have subcontracting and/or supplier opportunities or if your participation is less than the City's Project Goal, you must complete this form.

Name of Subcontractor/Supplier	Address and Phone Number	Email	Person Contacted and Date	Scope of Work Solicited	Method of Communication	Results of Contact
Q3 Office Installation	Q3 Office Installation 3105 Spring Grove Dr Augusta, GA 30906	brad@q3installation.com	Brad Tremmell	160 hrs	Phone	Can not talk too busy

Bidder/Proponent's Augusta Furniture / Yorket dba Weinberger's Public Defenders Office Bid # 16-238

Signature [Signature] Date 10/16/16 Project Goal 8%



**ADMINISTRATIVE SERVICES COMMITTEE MEETING:
DECEMBER 13, 2016 – 1:00 PM**

**MOTION TO DENY THE PROTEST OF WEINBERGER BUSINESS INTERIORS AND TO
LIFT THE STAY OF PROCUREMENT IN ACCORDANCE WITH AUGUSTA, GA CODE**

Regarding Bid Item 16-238 Furniture for Public Defender's Office
For Augusta, Georgia – Central Services Department

Exhibits – Table of Contents

PROCUREMENT DEPARTMENT – EXHIBITS 1 THROUGH 10

Bid Tabulation Sheet (Dated October 18, 2016).....	1
Non-Compliance Letter to Weinberger's (Dated October 28, 2016).....	2
Weinberger's Protest Letter (Received November 4, 2016).....	3
Procurement's Protest Response Letter to Weinberger's (Dated November 8, 2016).....	4
Article 9 – Augusta Procurement Code.....	5
Weinberger's Appeal Letter (Received November 14, 2016).....	6
Procurement's Appeal Response Letter to Weinberger's (Dated November 22, 2016)	7
Weinberger's Bid Submittal (Received October 18, 2016)	8
Bid Specification with Addendums 1 through 4	9

*******SECTION 2*******

COMPLIANCE DEPARTMENT – ATTACHMENTS A THROUGH H

Letter to Department Regarding Weinberger Letter of Non Compliance (Dated November 28, 2016)	A.1
Bid Specifications Table of Contents - Specification Page 2 of 59	A.2
Local Small Business Goal and Required Documents - Specification Page 53 of 59.....	B.1
Instructions – Specifications Page 54 of 59	B.2
Instructions - Specifications Page 55 of 59	B.3
Instructions - Specifications Page 56 of 59	B.4
Letter of Intent - Specifications Page 57 of 59.....	B.5
Local Small Business Utilization Form - Specifications Page 58 of 59.....	B.6
Good Faith Effort (GFE) Form - Specifications Page 59 of 59	B.7
Local Small Business Ordinance Requirements- Specification Page 10 of 59.....	C
Compliance's Pre-Bid Meeting Script.....	D.1
Compliance's Department Internal Memo (Dated November 9, 2016)	D.2
Mandatory Pre-Bid Sign In Sheet.....	D.3
Email Inquiry for Proposer (Dates: 9/20/16: 9/21/16: 9/23/16)	E
Bidder's Good Faith Effort (GFE) Form.....	F
Bidder and Sub-Contractor Email (Dates: 10/12/16: 11/4/16: 11/7/16)	G
Compliance's Phone Audit Notes (Dated October 18, 2016).....	H



**Administrative Services Committee Meeting
12/13/2016 1:10 PM**

Motion to Deny the Protest of Weinberger's Business Interiors

Department: Procurement

Presenter: Geri Sams and Kellie Irving

Caption: Motion to Deny the Protest of Weinberger's Business Interiors, regarding Bid Item 16-238 Furniture for the Public Defender's Office for Augusta, Georgia - Central Services Department - Facilities Division and to lift the stay of procurement in accordance with Augusta, GA Code.

Background: On October 18, 2016, the Procurement Department received three (3) responses for Bid Item 16-238. (See Exhibit 1). The Compliance Department notified the Central Services Department that Weinberger's Business Interiors failed to meet the assigned LSBOP Utilization Goal or provide evidence of completing good faith efforts. On October 28, 2016, Weinberger's Business Interiors was deemed non-compliant for not properly completing the Letter of Intent and Local Small Business Utilization forms. These completed forms were required at the time of submittal from all participating vendors. The company also did not meet the Local Small Business Opportunities Program goals. (See Exhibit 2). On November 4, 2016, the Procurement Department received a protest letter. (See Exhibit 3). On November 8, 2016, the Procurement Department issued a Stay in accordance to Augusta Code - Article 9. (See Exhibits 4 and 5) On November 14, 2016 - Weinberger's Business Interiors submitted an appeal letter addressed to Commissioners and delivered a copy of the letter to the Procurement Department. The Procurement Department forwarded a copy to the Compliance Department on November 14, 2016 via email. (See Exhibit 6). November 22, 2016 - Weinberger's Business Interiors was notified of their appeal hearing date and time before the Administrative Services Committee which is scheduled for Tuesday, December 13, 2016 at 1:00 p.m. with an attachment of Article 9 - Augusta, Georgia Code. (See Exhibit 7) As required by the Augusta Procurement Code Article 9 Appeals, Protests and Remedies, Sec. 1-10-7 - Notice of hearing. If a timely appeal is filed by the protestor, the Procurement Director shall place the protest on the agenda of the Administrative Services Committee. Weinberger's Business

Interiors bid submittal. (See Exhibit 8) A copy of the Bid specifications for Bid Item 16-238 Furniture for Public Defender's Office is attached to include Addendums One (1) - Four (4). (See Exhibit 9) The bid award will be made to the most responsive and responsible vendor which best satisfies the intent of this Invitation to Bid.

Analysis:

Financial Impact: Undetermined at this time.

Alternatives: Uphold the Protest Weinberger's Business Interiors, regarding Bid Item 16-238 furniture for the Public Defender's Office for Augusta, Georgia - Central Services Department - Facilities Division.

Recommendation: Deny the Protest of Weinberger's Business Interiors regarding Bid Item 16-238 Furniture for the Public Defender's Office for Augusta, Georgia - Central Services Department - Facilities Division and to lift the stay of procurement in accordance with Augusta, GA Code.

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

Lena Bonner

From: Commissioner Wayne Guilfoyle
Sent: Wednesday, December 07, 2016 2:03 PM
To: Lena Bonner
Subject: Gold Cross

Lena, can you put on the Administrative Committee

1. Update of the new contract with Gold Cross and finding solutions to resolving this issue.
2. Request Gold Cross representatives to be present for discussions.
3. Update from the Administrator on progress and process of negotiations of new contract .

Thank you, Wayne

Sent from my iPad

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AED:104.1



**Administrative Services Committee Meeting
12/13/2016 1:10 PM
Gold Cross Contract**

Department:

Presenter: Commissioner Wayne Guilfoyle

Caption: Update on the new contract with Gold Cross and finding solutions to resolving this issue: 2) Request Gold Cross representatives to be present for discussions: 3) Update from the Administrator on progress and process of negotiations of new contract . **(Requested by Commissioner Wayne Guilfoyle)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:
