



LIBERTY COUNTY INDUSTRIAL AUTHORITY

REQUEST FOR PROPOSALS

**Retail Market Study,
Recruitment Strategy and Implementation
for Interstate 95 Exit 76 in
Liberty County, Georgia**

July 31, 2020

NOTICE OF SOLICITATION

REQUEST FOR PROPOSALS

The Liberty County Industrial Authority (d/b/a Liberty County Development Authority) is seeking proposals for a Retail Market Study, Recruitment Strategy, and Implementation of retail establishments to locate at Georgia Exit 76 on Interstate 95 in Midway, GA. The contract will be with LCIA and will be for three fiscal years beginning with LCIA's fiscal year 2021 and ending with LCIA's fiscal year ended 2023.

Proposal packets are available by contacting the Owner's designated representative, Pat Watkins, Director of Marketing & Research, at (912) 321-9803, via email at pat.watkins@lcda.com or by visiting the Authority office located at 425 W. Oglethorpe Highway, Hinesville, Georgia 31313.

A **Mandatory** Pre-Proposal conference will be held 11 a.m. **Friday, August 7**, at the offices of the Liberty County Industrial Authority, 425 W. Oglethorpe Highway, Hinesville, Georgia. Attendance of the conference virtually online is encouraged. Online invitations will be provided to for those who ask for invitations by close of business (5 p.m. EST) on Thursday, August 6.

Instructions for preparation and submission of a proposal are contained in the Request for Proposal package. Please note that specific forms are required for submission of a proposal. Proposals must be printed in ink. Only completed proposals will be considered.

Proposals will be accepted until **2 p.m. Friday, August 14**, by the Owner's designated representative, Watkins, at 425 W. Oglethorpe Highway, Hinesville, Georgia 31313, at which time they will be publicly opened and read. Facsimile or email responses will not be accepted. Delivery via package services is encouraged. No extensions of proposal period will be made without written notice.

The Liberty County Industrial Authority provides equal business opportunity for all businesses and does not discriminate against any person regardless of race, color, religion, age, sex, national origin or handicap.

REQUEST FOR PROPOSALS
Liberty County Industrial Authority
Retail Market Study,
Recruitment Strategy, and Implementation
for Interstate 95 Exit 76 in
Liberty County, Georgia

1. THE PROJECT

The Liberty County Industrial Authority (LCIA) (“Owner”), d/b/a Liberty County Development Authority, is seeking proposals for an experienced organization to conduct a Retail Market Study, Recruitment Strategy and Implementation campaign for retail businesses to locate at I-95 Exit 76 in Liberty County, GA.

The contract will be with LCIA and will be for three fiscal years beginning with LCIA’s fiscal year 2021 and ending with LCIA’s fiscal year ended 2023.

Any and all transactions made necessary by this Request for Proposals (RFP), as well as the Proposal Documents, shall be subject to the approval of Owner.

2. INTRODUCTION

Liberty County Industrial Authority

The LCIA was created in 1958 by an amendment to the Constitution of the State of Georgia to create and enhance economic growth and development of Liberty County. It consists of a seven-member Board of Directors with automatic seats for the Chairman of the Liberty County Board of Commissioners and the Mayor of Hinesville - the county seat. Four additional positions are appointed by the Liberty County Board of Commissioners and one additional position is appointed by the Hinesville City Council.

The purpose of the LCIA is to develop and promote industry for the public good. Toward that end, the LCIA has developed industrial parks, constructed shell buildings, facilitated the financing/construction of manufacturing, distribution, office, lodging, and retail projects, supported local technical college and workforce development programs, and organized and led partnerships with other public and private entities. A consensus of officials at a recent Liberty County Planning Retreat directed the LCIA to have a study of established retail and possibilities for retail development at the interchange conducted, and then to recruit new business to the area.

The officials believe the interchange is under-developed, having 1 restaurant, 2 fast food establishments and 3 convenience stores with gas stations. Exit 76 is the intersection of I-95 with a 4-lane highway, U.S. 84/GA 38, which itself is a major artery through south

Georgia. It is in coastal Georgia, an area that is attracting industry and new residents, just 30 miles south of Savannah, GA, 76 miles from the Florida state line and 110 miles north of Jacksonville, FL. Tens of thousands of motorists pass by daily.

3. STATEMENT OF NEEDS (Scope of Work)

STUDY

Vendor will use data from public and private sources that it can access to develop an overview of business already conducted at the exit, and develop a plan to attract additional businesses to the exit.

Vendor will consult with local stakeholders, business owners, and other property owners to determine how much capacity there is for new business, and with area officials and engineers to determine what types and how many businesses current infrastructure can support.

Consultant will include local market and demographic data to prepare a retail gap/leakage analysis, determining whether passing travelers and local residents would use more of the same types of existing business and/or different types of establishments at or near the exit.

Deliverables: The report detailing current status of retail business at the exit, as well as what potential businesses, such as restaurants, motels, service providers, etc. could be supported at the exit. Report should include the data collected for the report. A presentation to LCIA's Board of Directors will be required if requested.

RECRUITING STRATEGY

Vendor will develop materials to market community and possible sites to retailers, developers and tenant representatives. Materials can include but are not limited to:

- *Brochures
- *Fliers
- *Digital and Print Advertisements
- *Banners
- *Videos

Materials will be subject to approval by LCIA, and can be used by LCIA and others it approves to also market development at the exit.

Deliverables: Vendor will provide digital copies of marketing materials, lists of in-person and virtual trade shows it plans to attend where exit development could be promoted, e-marketing strategies, and plans how the development will be presented to current and future prospects. A presentation to LCIA's Board of Directors will be required if requested.

RECRUITING IMPLEMENTATION

Vendor will market the identified sites with possible tenants, especially restaurants and motels, at trade shows, by e-marketing and among its client/contacts.

Deliverables: Vendor will produce monthly reports, preferably digitally, for the Owner to track how these marketing strategies are being implemented. The reports will include numbers of contacts and estimates of interest among those contacts. Some type of online dashboard or application where the Owner could track progress would also be appreciated.

OTHER

Offerors are also encouraged to propose features that are not covered in the Scope of Work and Optional Features.

TIMELINE

The study should be completed and delivered within 90 days of contract execution. Deliverables on recruitment strategy part of the contract should be completed within 90 days of study completion. Approval by LCIA of the marketing materials will be made within 30 working days of submission Recruitment Strategy. Recruitment Strategy will be reviewed with staff before the Recruitment Implementation begins.

4. DEFINED TERMS

In addition to the terms defined elsewhere in this RFP, the following terms shall have the meanings indicated below, which are applicable to both the singular and plural thereof.

- (a) **Addenda** - Graphic or written documents issued by Owner prior to the opening of Proposals intended to clarify, revise, add to, or delete information in the original Proposal Documents or in previous addenda.
- (b) **Retail Study and Recruitment Contract** – The professional services contract to be awarded to the Successful Offeror pursuant to this RFP. At present, it is anticipated that Owner will provide the Contract. A draft of a sample contract is attached at the end of this document (Attachment H). Owner is under no legal duty or obligation to enter into said Contract prior to or following an award pursuant to this RFP, and shall in no event be bound under said Contract until such time, if at all, as the same is duly approved by the LCIA board at a duly called public meeting. The Contract shall additionally be reviewed and approved by the County Attorney.
- (c) **Offeror** - One who submits a Proposal directly to Owner as distinct from a sub-offeror or sub-bidder, who submits a proposal to an Offeror.

- (d) **Proposal** - A complete and properly signed offer to perform the services for the prices stipulated in the form submitted by the Offeror in accordance with the Proposal Documents.
- (e) **Proposal Documents** – Shall collectively refer to this RFP and any and all contracts, instruments, or other documents specifically made a part of this RFP or otherwise contemplated to be entered into between Owner and the Successful Offeror in connection with the Project (to include the Contract).
- (f) **Selection Committee** – The committee appointed by Owner to oversee the RFP process, evaluate the Proposals, and recommend action regarding the same to Owner.
- (g) **Successful Offeror** - The responsible and responsive Offeror’s proposal which Owner determines to be most advantageous to Owner (on the basis of Owner's evaluation as hereinafter provided) and to whom Owner makes an award, all in the sole and absolute discretion of Owner.

Additionally, for purposes of this RFP, "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this RFP and not solely to the particular portion thereof in which any such word is used, and “including” or “include” means including without limitation.

All times referred to in this RFP are Eastern Daylight Time.

5. RESTRICTED COMMUNICATION.

From the issue date of this RFP until a Successful Offeror is selected and the selection is announced and Contract Documents are executed, Offerors are not allowed to communicate for any reason with any employees of Owner or members of the Selection Committee with respect to this RFP or the Statement of Needs - Scope of Work, except for (i) submission of questions as authorized by this RFP, (ii) during any pre-proposal conference, (iii) during scheduled and authorized interviews, if any, for purposes of evaluation, and (iv) during authorized negotiations, if any, following opening of the Proposals. For violation of this provision, the Owner reserves the right to reject the Proposal of the offending Offeror.

6. SCHEDULE OF RFP EVENTS

The following Schedule of Events represents the Owner’s best estimate of the schedule that will be followed. All times indicated are prevailing times in Hinesville, Georgia. The Owner reserves the right to adjust the schedule as it deems necessary or convenient.

Event	Projected Date	Projected Time
Distribution of solicitations	7/31/20	
Distribution of RFP ends	8/7/20	9:00 AM
Mandatory	8/7/20	11:00 AM

Pre-Proposal Conference		
Deadline for written questions	8/10/20	4:00 PM
Deadline for responses to written questions	8/12/20	4:00 PM
Submittal Deadline / Opening	8/14/20	2:00 PM
Selection Committee Review	8/21/20	8:30 AM
Selection Committee Interviews	8/21/20	10 AM-Noon (if required)
Award of Proposal	8/24/20	8:30 AM Board meeting

7. GENERAL & SPECIFIC PROPOSAL PREPARATION REQUIREMENTS

GENERAL

1. Proposal Preparation
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. The mandatory requirements under Specific Proposal Preparation Requirements, Paragraph 1b are required by law, or regulation and will not be waived and are not subject to negotiation.
 - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Each copy of the proposal shall be bound in a single volume and relate solely to the response to the RFP. Nothing shall be included in the proposal which would indicate, in whole or in part, the cost component of the proposal or would be otherwise indicative of the dollar amount associated with the proposal. All cost component documentation **MUST** be included in a separate sealed envelope clearly labeled as to contents. Proposals should be organized in accordance with **Attachment G: Model Format of Proposal**.
 - d. Ownership of all data, materials and documentation prepared for and submitted to the LCIA in response to the RFP shall belong exclusively to the LCIA and will be considered a record prepared and maintained or received in the course of operations of a public office and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, et. seq., unless otherwise provided by law.
2. Oral presentation/interview: Offerors who submit a proposal in response to the RFP may be required to give an oral presentation of their proposal to LCIA representatives. This interview provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not contemplate or authorize negotiation. Oral presentation is an option of the LCIA in its sole discretion at the LCIA's request.

3. Costs incurred to prepare a proposal are solely those of the Offeror. Nothing contained within this RFP is indicative of an intent by the LCIA to reimburse the Offeror, in whole or in part, for any costs associated with preparation, submission, or presentation of proposals.
4. The LCIA reserves the right to reject any and all proposals on this RFP.

SPECIFIC

Proposals shall be as thorough and detailed as possible so that the LCIA may properly evaluate the Offeror's capabilities. Proposals should be organized in accordance with **Attachment G: Model Format of Proposal**. Offerors shall submit the following items as a complete proposal:

1. TECHNICAL COMPONENT OF PROPOSAL

- a. Executed Proposal Form (Attachment A).
- b. Executed Authorization to Investigate Form (Attachment B).
- c. Executed Statement of Non-Collusion Form (Attachment C).
- d. Executed Basic Organization Information Form (Form D attached).
- e. Offeror agrees to abide by the terms and conditions established in the RFP and Retail Market Study, and Recruitment Strategy and Implementation Contract.
- f. Proposals must be submitted in two parts: (A) one (1) original marked "original", and seven (7) copies of the Proposal for a total of eight (8) sets of the Proposal, and (B) one (1) original of the Cost Proposal for the Retail Market Study, Recruitment Strategy, and Implementation Contract. The Cost Proposals **MUST** be submitted in a separate sealed envelope which specifies on its face the name of the firm and "Cost Proposals." Each shall include a transmittal letter.
- g. Detailed written statements on each of the following:
 1. A description of the Offeror rendering the proposal, including whether the firm is international, national, regional, or local, the number of years in business, and the number of employees.
 2. Experience in providing the services described herein, including relevant knowledge of economic development and experience in applying applicable regulations.
 3. A summary of the team members who would work on the project and their experience.
 4. A general plan, including information on the steps needed and timing of work, as well as preparation required.
 5. A work plan, including methodology to be followed, and the estimated length and types of consulting needed. In developing

the plan, reference should be made to such sources Offeror would use to obtain data, graphics and text, whether from LCIA, the Offeror or third parties. The plan should also include projected lengths of time to complete various phases of the work, e.g. consulting, compiling data, design and production of materials, etc.

6. The proposal should identify and describe anticipated problems (if any), the Offeror's approach to resolving these problems and any special assistance that will be requested from the LCIA.
7. For the firm's office that would be assigned responsibility for the study and recruiting, list the most significant projects (maximum of five (5) performed in the last three (3) years that are similar to the work described in this RFP. These projects should be ranked on total staff hours. Indicate the scope of work, date, total hours, and the name and telephone number of the client contact.

h. There should be no dollar units or total costs included in the technical component of the proposal.

2. COST COMPONENT OF PROPOSAL

For use following the technical phase of the procurement, the following information must be included in a **separate, sealed** envelope marked "**For Cost Phase Only**".

- Total amount
- Total employees and hours required to complete various parts of project.
- The average hourly rate for those employees.

Out-of-pocket expenses for firm personnel (e.g. travel, lodging and subsistence) will be reimbursed at the rates used by the LCIA for its employees. All estimated out-of-pocket expenses to be reimbursed should be presented in the sealed dollar cost proposal in the format recommended in Attachment G. All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm. By submitting a proposal, the proposer certifies that the firm will accept reimbursement for travel, lodging and subsistence at the prevailing rates for employees of the LCIA.

All Proposals shall be prepared in accordance with this RFP, and shall include the following: (i) a Proposal Form (attached); (ii) an Authorization to Investigate (attached); (iii) a Statement of Non-Collusion (attached); (iv) Schedule of Professional Fees and Expenses (attached); (v) Statement of Local Participation (attached); Basic Organization Information (attached) and (vi) all other items or documents required or authorized by this RFP.

In order to be considered for selection, offerors must submit a complete response to the RFP. Incomplete proposals may not be considered if the omissions are determined to be significant.

8. MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held at **11:00 AM, Friday, August 7, 2020**, at the LCIA office at 425 W. Oglethorpe Highway, Hinesville, GA 31313, and by virtual online conference. Invitations to attend online – which is encouraged -- with contact information will be sent to Offerors who request them no later than 5 PM EST August 5. A representative, but not necessarily the binding agent, for each Offering firm, **must participate**. Minutes of the conference, including who attends, will be issued as an addendum and will be made a part of the contract.

9. EXAMINATION OF PROPOSAL DOCUMENTS, OTHER DATA, AND PROJECT SITES

- (a) It is the responsibility of each Offeror before submitting a Proposal:
- (i) To examine and study thoroughly the Proposal Documents and other related data identified in the Proposal Documents;
 - (ii) To become familiar with and consider as part of the Proposal all federal, state, and local laws and regulations that may affect cost, progress, or performance of the services requested;
 - (iii) To study and carefully correlate Offeror's knowledge and observations with the Proposal Documents and such other related data;
 - (iv) To promptly notify Owner of all conflicts, errors, ambiguities or discrepancies which Offeror has discovered in or between the Proposal Documents and such other related documents;
 - (v) To determine that the Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the services requested.
- (b) The submission of a Proposal will constitute an incontrovertible representation by Offeror that Offeror has complied with every requirement of this Section 9, that without exception, the Proposal is premised upon performing and furnishing the services and materials required by the Proposal Documents and applying any specific means, methods, techniques, sequences, and procedures that may be shown or indicated or expressly required by the Proposal Documents; that Offeror has given the Owner written notice of all conflicts, errors, ambiguities, and discrepancies that Offeror has discovered in the Proposal Documents and the written resolutions thereof by Owner are acceptable to Offeror; and that the Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work.

10. INTERPRETATION, CHANGES, AND ADDENDA

- (a) All questions about the meaning or intent of the Proposal Documents are to be directed to the project officer. The Offeror shall do so in writing and be responsible for its prompt delivery. Interpretations or clarifications considered necessary by the officer in response to such questions will be issued by Addenda emailed to all prospective Offerors having received the Proposal Documents. Only questions answered by formal written Addenda will be regarded as proper. Neither Owner nor project officer will be responsible for any oral instructions, and other interpretations or clarifications not issued in writing as specified herein will be without effect.
- (b) Owner expressly reserves the right to revise, amend or otherwise change, at any time, any and all of the terms and requirements for Proposals set forth herein as deemed advisable by Owner; provided that Owner reserves the absolute right to waive technicalities and informalities (as determined by the Owner) at such time(s) and to such extent as it deems appropriate.
- (c) Questions about any aspect of the Proposal Documents or the Statement of Needs - Scope of Work shall be submitted in writing (e-mail is preferable) to:

Pat Watkins
E-mail: pat.watkins@lcda.com
Liberty County Industrial Authority
425 W. Oglethorpe Highway
Hinesville Georgia 31313
Telephone: (912) 321-9803

- (d) It shall be the Offeror's responsibility to confirm that it has received any and all Addenda issued by the Owner pursuant to this RFP, notwithstanding any failure in delivery or notification of said Addenda to Offeror. By submitting its Proposal, Offeror shall be deemed to have received all such Addenda and be fully apprised of their contents.

11. PROPOSALS BINDING ON OFFEROR

Offerors will be required to honor their Proposals for a minimum of forty-five (45) days following opening of such Proposals; provided that any Offeror that is determined by the Owner to be unlikely of being selected for award of the contract opportunity shall be released from its Proposal as soon as practicable.

12. PUBLIC RECORDS

Offerors are advised that the contents of any Proposal and all documents and information submitted in connection therewith may be subject to disclosure as required by The Georgia Open Records Act and any and all other applicable laws, and Offeror does hereby release and forever discharge Owner, and its members, officers, employees, representatives, and

agents from any damage, losses, suit, costs, or other liabilities of whatever kind arising from such disclosure (whether or not permitted by applicable law). Without limiting the foregoing, Offerors are specifically advised that labeling information provided in Proposals “proprietary” or “confidential”, or any other designation of restricted use will not protect the information from public view.

13. SUBCONTRACTORS AND OTHERS

- (a) Offerors are required to furnish to the Owner a listing of all subcontractors proposed to be used by said Offeror in conjunction with the Statement of Needs - Scope of Work. Such list shall be accompanied by an experience statement with pertinent information regarding similar work and other evidence of qualification for each such subcontractor if requested by the Owner. If the Owner has reasonable objection to any proposed subcontractor the Owner may, before an award is made, request the apparent Successful Offeror to submit a substitute, in which case the apparent Successful Offeror shall submit an acceptable substitute.
- (b) If the apparent Successful Offeror declines to make any such substitution, the Owner may award the Retail Market Study, Recruitment Strategy, and Implementation Contract to the Offeror who submitted the next most advantageous offer to the Owner that proposes to use acceptable subcontractors. Any subcontractor so listed and against which the Owner makes no written objection prior to awarding the Contract will be deemed acceptable to the Owner, subject to revocation of such acceptance after execution of all of the Proposal Documents as provided therein.
- (c) The Successful Offeror shall not be required to employ any subcontractor against whom the Successful Offeror has reasonable objection.
- (d) If subcontractors are hired, The Offeror shall, remain fully liable and responsible for the work/service to be performed by his/her subcontractor(s) and shall assure compliance with all requirements of the contract.

14. SUBMITTAL OF PROPOSALS

- (a) Original Proposals shall be submitted at the offices of Owner located at 425 W. Oglethorpe Highway, Hinesville, Georgia 31313, prior to the time specified in the Schedule of RFP Events (Section 6 Schedule of RFP Events), **in two (2) opaque envelopes, one marked with the “Proposal for Retail Market Study, Recruitment Strategy, and Implementation ”, and name and address of Offeror, and containing other required documents; the second marked “Cost Proposal.”** Seven (7) copies of the Proposal and supporting documents, but not the Cost Proposal, may be sent in one opaque envelope or in separate envelopes. If the Proposal is sent through the mail or other delivery system, the sealed envelopes shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face of it.

- (b) Each Offeror is responsible for seeing that its Proposal is received by Owner not later than the advertised time set for the submission deadline for the Proposals.

15. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- (a) Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to Owner at the place where Proposals are to be submitted at any time prior to the opening of Proposals.
- (b) Once Proposals have been opened, Proposals may only be withdrawn for appreciable error, and only upon duly signed, written notice actually received by the Owner prior to award of the Contract and not later than 48 hours after the opening of the Proposals, excluding Saturdays, Sundays, and legal holidays. Thereafter, that Offeror will be disqualified from further consideration.

16. OPENING OF PROPOSALS

Sealed Proposals will be opened as soon as practicable following the time required for receipt of such Proposals at the offices of Owner at 425 W. Oglethorpe Highway, Hinesville, Georgia 31313. All sealed Proposals shall be opened so as to avoid disclosure of contents to competing Offerors. **Unless otherwise stipulated by the Owner by appropriate Addendum, the attendance of Offerors at the Proposal opening shall not be required.**

ANY PROPOSAL SUBMITTED AFTER THE DEADLINE FOR SUBMITTING PROPOSALS, WILL BE RETURNED TO THE OFFEROR UNOPENED.

17. EVALUATION AND AWARD OF CONTRACT

Owner shall evaluate Proposals to obtain the most advantageous Proposal from responsive and responsible Offerors. Owner will award the contract in accordance with this procedure.

Evaluation of the Proposals will be undertaken by Owner through the Selection Committee. All Proposals will initially be evaluated by the Selection Committee based on the Proposals including information made a part of the Proposal.

The Proposals will be scored using the following criteria:

Mandatory Elements

MAX SCORE 10 PTS

All mandatory elements have been included and addressed.

The following elements will be considered:

- Executed Proposal form.
- Executed Authorization to Investigate form.
- Executed Statement of Non-Collusion form.
- Executed Basic Organization Information form.

Responsiveness

MAX SCORE 20 PTS

Responsiveness of the proposal in clearly stating an understanding of the work to be performed, including making all required statements and affirmations. Is the proposal organized in accordance with Attachment G: Model Format of Proposal.

At a minimum, the response should address the following:

- Statement regarding how deadlines will be met.
- All responsible parties are identified.
- Basic information on Offeror.
- Organization of the proposal.

Experience of the Firm

MAX SCORE 40 PTS

Demonstrate experience in providing the services described, including the relevant knowledge of and experience in applying applicable federal and state regulations.

At a minimum, the response should address the following:

- Offeror’s recent experience similar to the type work requested.
- Ranking of maximum of five (5) examples of work in last three (3) years according to total staff hours. Client contact information is included.

General Plan

MAX SCORE 20 PTS

Describe the general plan, including information on the timing of work, and any overview and start up work that would be required.

Work Plan

MAX SCORE 40 PTS

Describe the work plan, including the methodology to be followed. Reference should be made to such sources for graphics and text to be used.

At a minimum, the response should address the following:

- Approach to gain and document an understanding of Exit 76 business environment.
- Approach to recruiting new business to the area.
- Schedule of the phases of the work, as well as dates for the deadlines for those phases.

Qualifications of Staff

MAX SCORE 20 PTS

Provide a summary of education and experience of individuals who will work on the project.

M/WBE Component (Form E attached)

MAX SCORE 30 PTS

Points awarded to Offerors that provide Minority and Women Owned Business Participation Plan including:

- State corporate policy regarding M/WBE participation
- List recent history involving achievement of M/WBE

- Name of past projects involving M/WBEs
- Proposed methodology to achieve specified M/WBE participation

Local Preference (Attachment F, Form F)

MAX SCORE 10 PTS

Except as otherwise may be required by applicable state or federal law, in the contracting for goods and services, when such goods are to be obtained, whether through an invitation for proposals or a request for competitive sealed proposals, local preference shall be given to:

- Businesses having a location within the geographic boundaries of Liberty County; and
- Businesses where at least 51 percent of the owners of the business are residents of Liberty County but the business is located outside of Liberty County; and
- Businesses where at least 51 percent of the employees of the business are residents of Liberty County but the business is located outside of Liberty County.

Following evaluation of said Technical Proposals, the Selection Committee will, determine the responsible Offerors based on a total aggregate score of at least 90 points out of the 190 possible.

Summary

Cost Proposals will be evaluated for those firms that meet the minimum score of 75 points. Although cost is a significant factor, it will not be the dominant factor. Cost will be given more importance when all the other evaluation criteria are relatively equal.

The general approach is to first identify all qualified, responsive offerors and then to award the contract to the most responsive and responsible proposer in that group.

If there is reason to believe that an unreasonably low proposal has been made, it will be rejected. One method of measuring reasonableness is to divide the proposed cost by a reasonable average hourly rate to show hours of effort that might be expected.

Following evaluation of said Proposals, the Selection Committee will, to the extent practicable and advisable, identify three (3) offerors who are deemed by the Selection Committee (the "Short List Offerors"), in its sole judgment, to be the most qualified to provide the services contemplated by this RFP. Generally, no interviews or negotiations will be permitted as part of this initial evaluation.

Following identification of the Short List Offerors, Owner **may** decide to schedule interviews with the Short List Offerors at which time the Committee may request additional information. Owner may elect to enter negotiations with one or more of the Short List Offerors so as to obtain the most advantageous Proposal. As soon as practicable following completion of said evaluations and related negotiations, Owner (through its governing body), taking into consideration those same criteria relied upon by the Selection Committee

(as well as the recommendation of said Selection Committee), shall consider and confirm (in writing) which Proposal is the most advantageous to Owner (in its sole judgment), and, subject to its right to reject any Proposal, Owner will award the Proposal to such Offeror, subject to the execution and delivery by the Owner of the Retail Market Study, Recruitment Strategy, and Implementation Contract (in form and content satisfactory to Owner). Any cost proposals and other information submitted by a Short List Offeror to Owner shall automatically be deemed a part of the Proposal.

- (a) Owner at its sole discretion may, at any time, exclude an Offeror from further participation in the interview or negotiation process if Owner determines, in its sole and absolute discretion, that such participation is not desirable or required for whatever reason, including, without limitation, (i) such Offeror is failing to progress in the interviews or negotiations, (ii) it is more advantageous to pursue interviews and negotiations with one or more other Offerors given the Proposals and/or needs of Owner; (iii) Offeror is deemed not susceptible of selection by Owner. Owner shall endeavor to give written notice of its decision to the affected Offeror at such time as determined convenient for Owner. By entering into (or continuing) discussions and negotiations with one or more Offerors, Owner is not obligated to enter into (or continue) discussions or negotiations with all Offerors; it being noted that Owner is not obligated to give all Offerors the same opportunity for discussion and negotiation, but that the same shall be at the sole discretion of Owner.
- (b) After receipt of Proposals, and as part of the evaluation process, Owner may request, in its sole and absolute discretion, that additional, supplemental, or clarifying documents or information be submitted by an Offeror to better review and evaluate the Proposal and the qualifications of said Offeror. By virtue of Owner requesting such information and/or documents from one or more Offerors does not obligate Owner to request such information and/or documents from all Offerors; it being noted that Owner is not obligated to give all Offerors the same opportunity in this regard, but that the same shall be at the sole discretion of Owner.
- (c) Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Offerors, proposed subcontractors and other persons and organizations to perform and furnish the services contemplated by this RFP.
- (d) The submission of Proposals hereunder shall invest Offeror with no interest, right or claim of any kind with respect to the Retail Market Study, Recruitment Strategy, and Implementation Contract to be awarded. Furthermore, Owner reserves the right to reject any or all Proposals in its absolute discretion for any reason whatsoever, with or without cause, and thereafter re-advertise the contract opportunity, request resubmission, or take such other action as Owner may determine appropriate.
- (e) There is no obligation on the part of Owner to award the Retail Market Study, Recruitment Strategy, and Implementation Contract to the Short List Offeror

submitting the lowest cost proposal and Owner reserves the right to award the Contract to the Offeror submitting the Proposal determined by Owner, in its sole and absolute discretion, to be the most advantageous to and in the best interest of Owner. Owner shall be the sole judge of the Proposals, the Retail Market Study, Recruitment Strategy, and Implementation Contract, and all matters relating to the RFP, and its decision in such matters shall be absolute and final.

- (f) **Owner, in its absolute judgment, reserves the right to waive any technicality, noncompliance, or informality in evaluating Proposals or otherwise in administering the RFP process.**

18. OWNER NOT BOUND

This RFP is not an offer to contract or a solicitation of proposals, and any Proposal submitted in response hereto, regardless of whether the Proposal is determined to be the most advantageous (or is in fact awarded), is not binding upon Owner, and does not obligate the Owner to procure or contract for any services. Neither Owner, nor any Successful Offeror, will be bound unless and until all Proposal Documents (including the Retail Market Study, Recruitment Strategy, and Implementation Contract) required by Owner are negotiated and fully approved and accepted by the Owner in a duly called public meeting, and the Successful Offeror, as evidenced by said parties' signature and delivery of the Proposal Document (including the Contract); provided, however, that submission of a Proposal shall bind any Offeror as set forth in paragraph 11 above.

19. PROPOSAL SUBJECT TO GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This RFP is subject to the provisions of the Georgia Security and Immigration Compliance Act, and Offerors shall submit whatever affidavits, documents, and other evidence of compliance as may be requested by Owner from time to time in connection with its Proposal. Without limiting the foregoing, Offerors are advised they may be required to submit proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Additionally, it is not the intent of this paragraph to provide detailed information or legal advice concerning the Georgia Security and Immigration Compliance Act, and all Offerors shall be solely responsible for independently familiarizing themselves with, and strictly observing, the requirements of said Georgia Security and Immigration Compliance Act.

20. SIGNING THE RETAIL MARKET STUDY, RECRUITMENT STRATEGY, AND IMPLEMENTATION CONTRACT

When Owner gives a conditional notice of award to the Successful Offeror, it will be accompanied by the required number of unsigned counterparts of the Contract (together with any other documents) required by the Owner in connection with the Project. Unless otherwise extended by Owner, the Successful Offeror shall, within ten (10) calendar days from the receipt of such documents, sign and deliver the same to Owner. Notwithstanding the foregoing, Owner may elect to have the Successful Offeror prepare the Contract for its review and comment. In such case, a reasonable schedule for review, execution, and delivery of the Contract will be established by Owner.

21. LAWS AND REGULATIONS

The Successful Offeror and its subcontractors shall comply with local, State and Federal regulations, rules, order, and laws applicable to the Project.

22. INSURANCE

The Successful Offeror shall not commence work under the Retail Market Study, Recruitment Strategy, and Implementation Contract until it has obtained all the insurance required by the Proposal Documents (including the Contract) and provided evidence of the same to Owner as required therein.

23. CONFLICT

Any conflict between any public notice advertising this RFP and the Proposal Documents made available to Offerors following such advertisement shall be controlled by the latter.

24. COSTS INCURRED BY OFFERER

All costs, fees (including legal), charges, and expenses incurred by Offeror in connection with the Proposal and participation in the RFP process, of whatever amount and nature, direct or indirect, shall be borne exclusively by Offeror, and Owner shall have absolutely no liability or obligation for the same. In no event will any claim whatsoever be made against Owner, or its employees, agents, or consultants, for reimbursement of costs, fees, charges, and expenses incurred during the preparation of the Proposal or participation in the RFP process. **All Proposals upon receipt by Owner shall become the property of Owner.**

25. PROPOSAL NOT SUBJECT TO STATE PUBLIC WORKS CONSTRUCTION LAW

This RFP is intended to solicit professional services in connection with the Statement of Needs - Scope of Work and is not subject to the provisions of the Georgia Local Government Public Works Construction Law, O.C.G.A. § 36-91-1 et seq. (the "Act"). Accordingly, Owner shall evaluate the Proposals and select the Successful Offeror in whatever manner it determines most appropriate and to its best advantage; it being noted that said evaluation and selection is anticipated to be accomplished as set forth in this RFP. Notwithstanding any provision of this RFP to the contrary, however, Owner shall be free to depart from the provisions of this RFP should it determine the same appropriate (in its sole and absolute discretion). Any such departure shall not entitle any Offeror to reimbursement of any costs, fees, charges or expenses incurred in connection with its Proposal or this RFP or otherwise subject Owner or its employees, agents or consultants to liability for any losses, damages, or other liabilities suffered by Offeror as a result of any such departure.

26. ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, all offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposals, and that they have not conferred on any LCIA employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than

nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Offerors specifically certify by submitting their proposal that they are not in violation of the Official Code of Georgia Annotated, Sections 16-10-2 and 16-10-22, for acts of bribery and/or conspiracy in restraint of free and open competition in transactions with state or political subdivisions.

27. DEBARMENT STATUS

By submitting their proposals, all offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the State of Georgia and the federal government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the State of Georgia or the federal government.

28. INVOICES

All interim and final invoices for services ordered, delivered and accepted shall be submitted by the Successful Offeror to:

Pat Watkins, Director of Marketing and Research
Liberty County Industrial Authority
425 W. Oglethorpe Highway
Hinesville, Georgia 31313

for approval prior to payment by the LCIA.

29. PAYMENT TERMS

The LCIA will make payment within 30 days of receipt of a proper invoice for interim and final billings, provided that the billing has been approved by the LCIA.

30. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the Offeror in whole or in part without the written consent of the LCIA.

31. CHANGES TO THE CONTRACT

The LCIA may order changes within the general scope of the Contract at any time by written notice to the Offeror. The Offeror shall comply with the notice upon receipt. The Offeror shall be compensated for any additional costs incurred as the result of such order and shall give the LCIA a credit for any savings. Said compensation shall be determined by mutual agreement between the LCIA and the Successful Offeror in writing.

32. DEFAULT

In case of failure to deliver services in accordance with the contract, the LCIA, after due notice, may procure those services from other sources and hold the Successful Offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the LCIA may have.

33. QUALIFICATIONS OF OFFERORS

The LCIA may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to the LCIA all such information and data for this purpose as may be requested. The LCIA further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the LCIA that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

34. CANCELLATION OF CONTRACT

The LCIA reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Offeror. Any contract cancellation notice shall not relieve the Offeror of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation. In the event of termination by mutual agreement, the Offeror shall be compensated for all hours worked at the specified contractual rate.

If, through any cause other than acts of God, floods, fires, storms, strikes, lockouts, riot, insurrection, acts of the public enemy, war, or other like restrictions beyond the control of the parties rendering performance under the contract impossible, the Offeror fails to fulfill in a timely and proper manner obligations under the contract, the LCIA shall have the right to terminate the contract on written notice to the Successful Offeror specifying the effective date of termination.

The Offeror shall not be relieved of liability for damages sustained by virtue of any breach of the contract by the Offeror. The LCIA may withhold or require to be withheld any payment to the Offeror for the purpose of setoff until such time as the exact amount of damages is agreed upon or is otherwise determined.

In the event of termination for whatever reason all property and finished or unfinished documents, data, studies, etc. prepared by the Successful Offeror shall become the property of the LCIA.

35. REVIEW AND MONITORING

The LCIA reserves the right to conduct any review it may deem advisable to assure services conform to the specifications. An employee of the LCIA will be designated as project monitor to discuss issues that need to be resolved and may require periodic progress reports. The monitor will review the financial statements and may provide limited assistance to the Offeror by way of comments and suggestions for enhancements to the report prior to its preparation in final form. The monitor will also be available for technical assistance concerning the interpretation of state laws, regulations and policies.

36. CONTRACT PERIOD

The Retail Market Study, and Recruitment Strategy period shall be for a period not to exceed 210 days, unless unforeseeable delays require negotiation for extension. The Recruitment Implementation will begin after that time and continue for the remaining 29 months of the contract, not to exceed 883 days.

37. ADDITIONAL WORK

In the event during the work it is determined by any party a change in the scope of work is necessary, the discovering party shall promptly notify the other parties in writing. The parties shall then determine whether the Contract shall be amended to provide for an adjustment work to be performed by the Offeror. In no event shall any payment be made for work beyond the scope of the original contract until the contract has been amended as provided in the Agreement.

38. IDENTIFICATION OF PROPOSAL ENVELOPE

If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal shall be returned in a separate envelope or package, sealed and identified as follows:

From: _____	_____	_____
Name of Offeror	Due Date	Time
_____	_____	
Street, or Box Number	Project Number	
_____	_____	
City, State, Zip Code	RFP Title	

Name of Buyer: LCIA.

The envelope shall be addressed as directed on the cover page of this solicitation. Contained within the envelope will be all information necessary for the proposal, a separate sealed envelope containing the cost information, specifically labeled "**For Cost Phase Only.**"

Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

39. PROPRIETARY INFORMATION

The LCIA will not accept responses to RFP's in cases where the Offeror declares the entire response to the RFP to be proprietary information. The Offeror must designate in the smallest increments possible, that part of the proposal which is deemed to be

proprietary.

40. OFFICE HOURS/LOCATION/PARKING

Office space, a telephone and internet connection will be provided at the LCIA office for representatives of the Offeror to work, if necessary. It is the LCIA's policy to aid in the process where deemed feasible and appropriate to help reduce costs. LCIA's project monitor will be responsible for notifying the Offeror of the location of records and images, LCIA office hours, and the availability of parking at the LCIA location.

41. INTEGRATED AGREEMENT

Any resulting contract represents the entire and integrated agreement between the Offeror and LCIA and supersedes all prior negotiations, representation, or agreements, whether written or oral. The contract may only be amended by written agreement of the Offeror and the LCIA.

42. WORKERS' COMPENSATION

The Offeror shall be required at all times during the term of this agreement to subscribe and comply with the Workers' Compensation laws of the State of Georgia and to save harmless the LCIA from any and all liability from or under said act.

43. SOCIAL SECURITY/EMPLOYMENT TAXES

The Offeror shall be and remain an independent contractor with respect to all services performed hereunder and shall accept full exclusive liability for the payments of any and all contributions or taxes for Social Security, Unemployment Benefits, pensions, and annuities now or hereafter imposed under any State or Federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by the Offeror on work performed under the terms of this RFP.

The Offeror further shall obey or satisfy all lawful rules, regulations, and requirements issued or promulgated under said respective laws by any duly authorized State or Federal officials.

The Offeror shall indemnify and save harmless the LCIA from any contributions, taxes, or liability referred to in this article.

44. RATES FOR ADDITIONAL PROFESSIONAL SERVICES

If it becomes necessary for LCIA to request the Offeror to render any additional services to either supplement the services requested, then such additional work shall be performed only if set forth in an addendum to the contract between the LCIA and the Offeror. Any such additional work agreed to between the LCIA and the Offeror shall be performed at the same rates as set forth in the schedule of fees and expenses included in the sealed dollar cost proposal.



Liberty County Industrial Authority
425 W. Oglethorpe Highway, Hinesville, Georgia 31313
Tele: (912) 368-3455

**Attachment A
PROPOSAL FORM
Retail Market Study,
Recruitment Strategy,
and Implementation
Hinesville, Georgia**

MANDATORY PROPOSAL FORM: This form must be submitted and returned to the Owner at its offices located at 425 W. Oglethorpe Highway, Hinesville, Liberty County, Georgia 31313, prior to the Submission Deadline (i.e. **2:00 p.m. on August 14, 2020**, unless changed by Addenda), and must be accompanied by the following documents:

The Proposal Form, and any and all other forms, documents, materials, and other information (e.g. Authorization to Investigate; Statement of Non-Collusion; etc.) required to be made a part of this Proposal, as indicated herein or in the Proposal Documents.

The above material must be submitted in a sealed envelope in the manner provided in the Proposal Documents. If this form is not fully and accurately completed and submitted to the Owner, together with the other documents listed above, as required in the Proposal Documents, the Owner may (in its sole and absolute discretion) reject the Proposal.

SECTION I – Terms of Proposal

This Proposal is submitted in accordance with, and subject to, all of the terms, conditions, and provisions set forth in the Proposal Documents, and is made further subject to the following:

- (a) The undersigned Offeror agrees, if this Proposal is accepted, to enter into the Retail Market Study, Recruitment Strategy, and Implementation Contract with Owner, as well as such contract(s) and warranties collectively as is necessary or appropriate for the subject Statement of Needs - Scope of Work, in the form included in the Proposal Documents (or if not included, in such form as may be reasonably prescribed by Owner) and to fully perform and observe the obligations and terms on its part to be performed therein. Said Agreement shall be executed by Offeror in the manner indicated therein and returned to the Owner within the time prescribed in the Proposal Documents. Failure to execute the Agreement in the time prescribed will result in disqualification of the Offeror.
- (b) Offeror accepts all of the terms and conditions set forth in the Proposal Documents. This Proposal will remain subject to acceptance for forty-five (45) days following the Submission Deadline, or for such longer period of time that Offeror may agree to in

writing upon request of Owner.

(c) In submitting this Proposal, Offeror represents, as may be more fully set forth in the Proposal Documents, that:

(1) Offeror has read, examined, and carefully reviewed the Proposal Documents and any and all other materials made available by Owner in connection with this Proposal and the Statement of Needs - Scope of Work, and fully understands the same and freely and voluntarily submits this Proposal pursuant to the terms contained in the Proposal Documents.

(2) Offeror further acknowledges receipt of any and all Addenda issued by the Owner in connection with this Proposal and the Statement of Needs - Scope of Work.

Addendum No.	Date

(3) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation. Offeror has not, directly or indirectly, (i) induced or solicited any other Offeror to submit a false or sham Proposal; (ii) solicited or induced any Person to refrain from submitting a Proposal; or (iii) sought by collusion to obtain for itself any advantage over any other Offeror or over Owner.

(4) If the Offeror is not a natural person, that it has the full and complete right, power and authority to submit this Proposal and perform the terms of the Agreement (if accepted by Owner), and the same has been duly and validly authorized by all necessary action on the part of the Offeror, and no additional authorization, consent or permit is required.

(5) If the Offeror is not a natural person, the individual or individuals signing this Proposal on behalf of the Offeror has or have the right, legal power and actual authority to bind the Offeror to the terms and conditions of this Proposal.

SECTION II – Proposal Submittal Authorization

Subject to the foregoing and the terms contained in the Proposal Documents, the Offeror does hereby submit a Proposal for the delivery of the professional services contemplated by the RFP.

Unless otherwise provided herein, all capitalized terms used in this Proposal shall have the meaning ascribed in the Proposal Documents.

DATE: _____, 2020.

OFFEROR

If an individual(s):

Name: _____ (printed)

Title: _____ (printed)

Name: _____ (printed)

Title: _____ (printed)

OFFEROR

If a legal entity not an individual(s):

A limited liability company/corporation/other

Name: _____ (printed)

Title: _____ (printed)

Name: _____ (printed)

Title: _____ (printed)

Signatures:

Offeror's Address: _____ (Printed)

Offeror's Tele/Fax: _____ / _____

Offeror's Email: _____



Attachment B

To: Liberty County Industrial Authority

Re: Request for Proposals for Retail Market Study, Recruitment Strategy, and Implementation Services

AUTHORIZATION TO INVESTIGATE

The undersigned Offeror consents to and authorizes the full investigation by the LCIA, Liberty County, Georgia, or its related departments and agencies, of the information given in connection with the proposal submitted by the undersigned in connection with the above referenced Statement of Needs - Scope of Work, and consents to representatives and agents of said Liberty County Industrial Authority contacting the named references, named financial institutions, and such other persons and entities as may be needed to confirm such information or evaluate the merits of the subject proposal, and waives any right the undersigned may have for such information to remain confidential. The furnishing of false or misleading information or the intentional withholding of material facts (as determined by the LCIA in their sole discretion), shall be a reason for rejection of any proposal submitted by the undersigned in connection with the Statement of Needs - Scope of Work and may further subject the undersigned to forfeiture of any proposal security and additional civil liability and/or criminal prosecution.

Date: _____

Offeror: _____
(Print Name)

Authorized Signature: _____



Attachment C

To: Liberty County Industrial Authority

Re: Request for Proposals for Retail Market Study, Recruitment Strategy, and Implementation Services

STATEMENT OF NON-COLLUSION

The undersigned Offeror affirms that it has not prevented or endeavored to prevent any other person or entity from submitting a competing sealed proposal by any means whatsoever, or otherwise caused or induced another to withdraw a proposal from consideration. The below Offeror further affirms and covenants that it will make an oath confirming the foregoing prior to commencing any work, should it be awarded the contract which is the subject of the above referenced proposal.

Date: _____

Offeror: _____
(Print Name)

Authorized Signature: _____

Liberty County Industrial Authority

FORM D

BASIC ORGANIZATION INFORMATION

DATE SUBMITTED _____, 2020

1. Offeror _____
[Company Name]

- | | |
|--|---|
| <input type="checkbox"/> An Individual | <input type="checkbox"/> A Partnership |
| <input type="checkbox"/> A Limited Liability Company | <input type="checkbox"/> A Corporation |
| <input type="checkbox"/> A Limited Liability Partnership | <input type="checkbox"/> A Subsidiary Corporation |

2. Offeror Company Address:

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Email _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

3. Parent Company Name (if applicable) _____

4. Parent Company Address (if different):

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Email _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

5. List the location of the Offeror's office that would perform the LCIA work (if different):

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Email _____

Contact Name _____ Title _____

6. If the Offeror is a corporation, is it incorporated in the State of Georgia?

yes () (Proceed to Question 6.1) **no** () (Proceed to Question 6.2)

6.1 If yes, provide the following:

Is the Company in good standing with the Georgia Secretary of State
Division of Corporations? **yes** () **no** ()

If no, please explain

Date incorporated _____ Charter No. _____

6.2 If no, provide the following:

The State in which Offeror is incorporated? _____

Is the Company in good standing with that State? **yes** () **no** ()

If no, please explain

Date incorporated _____ Charter No. _____

Is the applicant registered with the State of Georgia? **yes** () **no** ()

7. If the Offeror is a partnership (including a limited partnership or limited liability partnership) or limited liability company, is it organized in the State of Georgia?

yes () (Proceed to Question 7.1) **no** () (Proceed to Question 7.2)

7.1 If yes, is the Offeror registered with the Georgia Department of State, Division of Corporations? **yes** () **no** ()

If no, please explain

Is the Offeror in good standing with the State of Georgia? **yes** () **no** ()

If no, please explain

Date Offeror was organized: _____

7.2 If no, provide the following:

The State in which Offeror is organized: _____

Is the Offeror in good standing with that State? **yes** () **no** ()

If no, please explain _____

Date Offeror was organized: _____

Is the Offeror registered as a foreign partnership or limited company with the State of Georgia? **yes** () **no** ()

If no, please explain _____

8. Does Offeror hold any registrations or licenses with the State of Georgia

applicable to the contract?

yes () **no** ()

8.1 If yes, provide the following information and attach one (1) photocopy of each listed license (attach additional sheets if necessary):

Type of registration _____

License No. _____ Expiration Date _____

Qualified individual _____ Title _____

List company(s) currently qualified under this license _____

8.2 If no, provide information regarding any licenses that have been applied for. (Attach additional sheets if necessary):

Type of registration _____

License No. _____ Expiration Date _____

Qualified individual _____ Title _____

List company(s) currently qualified under this license _____

8.3 Does the Offeror hold any registrations or licenses with the local County applicable to the contract? **yes** () **no** ()

If yes, please list and provide a photocopy of each listed license or

registration: _____

8.4 List any and all licensure disciplining actions the Offeror or its employees has been a party to in the last five (5) years: _____

9. List the Offeror's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year

(2017) _____

(2018) _____

(2019)_____

10. What are the Offeror's current insurance limits? (Provide a copy of applicant's Certificate of Insurance)

General Liability \$ _____
Automobile Liability \$ _____
Workers Compensation \$ _____
Expiration Date _____

11. Has the Offeror been cited by OSHA for any job site or company office/shop safety violations in the past two years? **yes** () **no** ()

If yes, please describe each violation, fine, and resolution _____

- 11.1 What is the Offeror's current worker compensation rating? _____

- 11.2 Has the Offeror experienced any worker injuries resulting in a worker missing more than ten (10) working days as a result of the injury in the past two years? **yes** () **no** ()

If yes, please describe each incident _____

12. List any and all lawsuits that the Offeror is or has been a party to in the last five (5) years: _____

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the LCIA or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or regarding the ability, standing and general reputation of the applicant.

Name of Offeror

By: _____

This _____ day of _____, 2020

By: _____

(Apply Corporate Seal, if filing as a corporation)

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____
_____, of _____ who is personally known to
me or who has produced _____ as identification and who did (did not)
take an oath.

Signature of Notary taking acknowledgement

Form E

**MINORITY AND WOMEN-OWNED BUSINESS
PARTICIPATION PLAN**

The Contractor may submit a Minority and Woman Owned Business Enterprise (M/WBE) Compliance Plan to demonstrate their corporate policy regarding M/WBE's, their recent history involving achievement of MWBE utilization goals, and the compliance plan and methodology proposed to achieve the specified participation.

Please respond to the following questions in order to comply with this request.

1. State your corporate policy regarding M/WBE participation.		
2. List your recent history involving achievement of M/WBE in the table below.		
Name of past projects involving M/WBEs.	M/WBE Goal of Project	% of M/WBE Goal Met
3. Detail the proposed methodology to achieve the specified M/WBE participation for this project in the space provided below. Please <u>be concise</u> in explaining the step-by-step process you will follow to obtain participation by M/WBEs.		
1. 2. 3. 4. 5. 6.		

Attachment F

Local Preference in Contracting

- (a)** Except as otherwise may be required by applicable state or federal law, in the contracting for goods and services of all kinds and description, when such goods are to be obtained, whether through an invitation for proposals or a request for competitive sealed proposals, local preference shall be given to:
 - (1)** Businesses having a business location within the geographic boundaries of Liberty County; and
 - (2)** Businesses where at least 51 percent of the owners of the business are residents of Liberty County but the business is located outside of Liberty County; and
 - (3)** Businesses where at least 51 percent of the employees of the business are residents of Liberty County but the business is located outside of Liberty County.

- (b)** For purposes of this section:
 - (1)** The term "business location" means that the business has a staffed, fixed, physical, place of business located within Liberty County and has had the same for at least one year prior to the date of the business' submission of its proposal, as applicable and has had held a valid business license from Liberty County for the business at a fixed, physical, place of business, for at least one year prior to the date of the business' submission of its proposal, as applicable.
 - (2)** The term "residents of Liberty County" means persons whose residence is within the geographic boundaries of Liberty County; and
 - (3)** The residence of any person shall be held to be that place in which such person's habitation is fixed, without any present intention of removing therefrom.

- (c)** Whenever goods or services of any kind or description are to be obtained through the solicitation of competitive sealed proposals, local preference shall be included as an evaluation criterion to be considered by the vendor selection committee. In this regard, ten percent of the total points available to each proposer shall be awarded on the basis of whether the proposer has a business location within the geographic boundaries of Liberty County, or has a business where at least 51 percent of the owners of the business are residents of Liberty County but the business is located outside of Liberty County, or has a business where at least 51 percent of the

employees of the business are residents of Liberty County but the business is located outside of Liberty County.

- (d)** Whenever goods or services of any kind or description are to be obtained through an invitation for proposals, for the purpose of making an award to the lowest responsible proposer where two or more proposers have submitted the lowest proposal with each of said proposals being otherwise equal with respect to cost, but only one such proposer has a business location within Liberty County, or has a business where at least 51 percent of the owners of the business are residents of Liberty County but the business is located outside of Liberty County, or has a business where at least 51 percent of the employees of the business are residents of Liberty County but the business is located outside of Liberty County, then the recommendation for award shall be in favor of the proposer having a business location within Liberty County, or having a business where at least 51 percent of the owners of the business are residents of Liberty County but the business is located outside of Liberty County, or having a business where at least 51 percent of the employees of the business are residents of Liberty County but the business is located outside of Liberty County.
- (e)** Whenever a proposal is submitted by a partnership, or joint venture, the local preference provided for in this section shall be awarded if the proposer, or any member of the proposer, defined as a business that is a signatory to the partnership or joint venture agreement, has a business location within Liberty County, or has a business where at least 51 percent of the owners of the business are residents of Liberty County but the business is located outside of Liberty County, or has a business where at least 51 percent of the employees of the business are residents of Liberty County but the business is located outside of Liberty County. No local preference shall be given on the basis of the business location, the percentage of owners of the business whom are residents of Liberty County, or the percentage of employees of the business whom are residents of Liberty County of any affiliated business, subcontractor, or consultant.
- (f)** Each business seeking local preference points under section 102-358 shall certify under oath that it is eligible to receive the local preference points as set forth above as a part of the submission of its proposal to Liberty County and, in the event the affidavit or other declaration under oath is determined to be false, such business shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Liberty County Industrial Authority

FORM F

LOCAL PREFERENCE QUALIFICATIONS

STATE OF _____
COUNTY OF _____

I _____, do hereby certify that the Offeror,
_____, meets Local Preference Qualifications as prescribed in Liberty County
Industrial Authority's Retail Market Study, Recruitment Strategy, and Implementation Services RFP Form B
according to the requirement circled below:

- a. Businesses having a business location within the geographic boundaries of Liberty County; and
- b. Businesses where at least 51 percent of the owners of the business are residents of Liberty County but the business is located outside of Liberty County; and
- c. Businesses where at least 51 percent of the employees of the business are residents of Liberty County but the business is located outside of Liberty County.

Affiant is a _____ in the firm of _____, and authorized
to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the
truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false
statement includes elimination from consideration.

Dated this _____ day of _____, 2020.

Signature by authorized representative of Offeror

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____
_____, of the _____ who is personally known to me or who has produced _____
_____ as identification and who did (did not) take an oath.

ATTACHMENT G
MODEL FORMAT OF PROPOSAL

To simplify the review process and obtain the maximum degree of comparability, proposals should be organized in the manner specified by the RFP. The following outline includes all the information called for in the RFP.

TECHNICAL COMPONENT OF PROPOSAL

Title Page

Show the RFP subject, the name of the Offeror, local address, telephone number, name of the contact person, and the date.

Table of Contents

Include a clear identification of the material by section and by page number.

Letter of Transmittal Limit to one or two pages.

1. Briefly state the Offeror's understanding of the work to be done. Make a positive statement that deadlines specified in the RFP will be met.
2. State the names of the persons who will be authorized to make representations for the Offeror, their titles, addresses, and telephone numbers.
3. State that the person signing the letter will be authorized to bind the Offeror.
4. State the name of the person assigned to this project.

Profile of the Offeror

1. State whether the firm is local, regional, national or international.
2. State the location of the office from which the work is to be done and the number of staff employed at that office.
3. Describe the range of activities performed by the office.

Mandatory Documentation

1. Executed Proposal Form.
2. Executed Authorization to Investigate Form.
3. Executed Statement of Non-Collusion.
4. Executed Basic Organization Information Form

Summary of the Offeror's Qualifications

1. Give a summary of the employees' backgrounds who will work on the Retail Market Study, Recruitment Strategy, and Implementation .
2. Describe recent experience similar to the type requested. Rank these projects according to total staff hours. Indicate the scope of work, dates when work was performed, total hours, and the name and telephone number of the client contact. A maximum of 5 (five) of the most significant Retail Market Study, Recruitment Strategy,

and Implementation projects performed in the last three (3) years similar to the project described in this RFP should be provided.

Offeror's Approach to Work

Submit a plan to accomplish the Statement of Needs – Scope of Work defined in this RFP. The plan must include time estimates for and identify each significant segment of the work and the staff level to be assigned. The planned use of subcontractors must be specified. In developing the work plan, reference should be made to sources for images and text.

The proposal should identify and describe anticipated problems (if any), the firm's approach to resolving these problems and any special assistance that will be requested from the LCIA.

Additional Data

Since the preceding sections are to contain only data requested, any additional information considered essential to the proposal should be separately bound. The Offeror's general information publications, such as directories or client lists, should not be included. If there is no additional information to present, include a statement as the last section of the technical component of the proposal that "there is no additional information we wish to present".

COST COMPONENT OF PROPOSALS **(included in a SEPARATE, SEALED envelope)**

For the Retail Market Study, Recruitment Strategy, and Implementation Contract state the estimated total hours and average hourly rate for staff who will work on the project, and the resulting all-inclusive maximum fee, including out of pocket costs for which the requested work will be done.

The recommended format of the cost component is on the next pages:

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

FOR THE LCIA RETAIL MARKET STUDY, RECRUITMENT STRATEGY, AND IMPLEMENTATION

	ANTICIPATED HOURS REQUIRED	AVERAGE HOURLY RATE OF EMPLOYEES INVOLVED	TOTAL
RETAIL MARKET STUDY			
NO. OF EMPLOYEES ____	_____	_____	_____
RECRUITMENT STRATEGY			
NO. OF EMPLOYEES ____	_____	_____	_____
RECRUITMENT IMPLEMENTATION			
NO. OF EMPLOYEES ____	_____	_____	_____
TOTAL FOR SERVICES DESCRIBED IN RFP			_____
OUT OF POCKET EXPENSES (Described in subsection 2 of Section 7):			_____
MEALS AND LODGING			_____
TRANSPORTATION			_____
TRAINING			_____
ADDITIONAL SERVICES			_____
OTHER (SPECIFY)			_____
TOTAL ALL-INCLUSIVE PRICE FOR _____ Retail Market Study, Recruitment Strategy, and Implementation			_____
AMOUNT OF PROFESSIONAL SERVICES, IN HOURS, ALLOWED WITHOUT ADDITIONAL COST			_____

ATTACHMENT H

SAMPLE AGREEMENT FOR RETAIL STUDY,

RECRUITMENT STRATEGY AND IMPLEMENTATION

THIS AGREEMENT FOR RETAIL MARKET STUDY, RECRUITMENT STRATEGY, AND IMPLEMENTATION is made and entered into as of the Effective Date (as defined herein) by and between **LIBERTY COUNTY INDUSTRIAL AUTHORITY**, a public body created and existing under the Constitution and laws of the State of Georgia, having a mailing address of 425 W. Oglethorpe Hwy., Hinesville, Liberty County, Georgia (hereinafter referred to as the "**Authority**"), and

_____ (hereinafter referred to as the "**CONTRACTOR**").

W I T N E S S E T H:

WHEREAS, the Authority requires the services of a qualified organization to perform the services described on the attached **Exhibit "A"** (the "**Services**"); and

WHEREAS, the CONTRACTOR desires to offer such professional services, and the Authority is willing to engage CONTRACTOR to furnish the same, on the terms and conditions set forth hereinbelow; and

WHEREAS, this Agreement awarded through a Request for Proposals opened on August 14, 2020 (the "**RFP**").

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Authority and the CONTRACTOR mutually agree and bind themselves as follows:

1. Replacing Prior Agreements. Any and all agreements, understandings, or contracts that may presently exist between the Authority and the CONTRACTOR regarding the subject matter hereof, whether written or oral, are hereby mutually rescinded, canceled, and annulled.

2. Services Provided; Standard of Care, Etc. During the term of this Agreement, the CONTRACTOR agrees to perform the Services described on the attached **Exhibit "A"**, and will at all times during the term hereof faithfully, industriously, and to the best of the CONTRACTOR's ability, provide the Services described therein to the entire satisfaction of the Authority. CONTRACTOR shall also fully and satisfactorily comply with and observe any and all additional requirements on the part of CONTRACTOR to be performed or observed under the terms of the

RFP, which is incorporated and made a part hereof for all purposes. In connection with said Services, the CONTRACTOR hereby additionally covenants and agrees as follows:

(a) Technical Accuracy. The Authority shall not be responsible for discovering deficiencies in the technical mistakes in the Services provided hereunder, and CONTRACTOR shall correct any and all technical mistakes without additional compensation, unless such corrective action is directly attributable to deficiencies in the information furnished from time to time by Owner in connection with such Services.

(b) Laws and Policies. In the performance of this Agreement, CONTRACTOR agrees that the Services shall be conducted in full compliance with (i) any and all applicable statutes, laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether state, federal or local, having jurisdiction over the CONTRACTOR or the Services; and (ii) any and all policies and procedures now or hereafter promulgated by the Authority.

(c) Independent Contractor. CONTRACTOR will perform the Services as an independent contractor only, and nothing in this Agreement (or any conduct of the parties) shall be construed to be inconsistent with such status. In this connection, CONTRACTOR will maintain complete control of and responsibility for its employees, subcontractors, consultants, and agents, as well as the means and methods for performing the Services and for the safety of said employees, subcontractors, consultants, and agents. CONTRACTOR is not to be considered an agent or employee of the Authority for any purpose, and will have no authority to bind the Authority or otherwise incur liability on behalf of the Authority except with the express prior written approval thereof. Furthermore, notwithstanding anything in this Agreement to the contrary, the Authority shall have no obligation to provide, and the CONTRACTOR shall not be entitled to receive, any benefits that the Authority may provide for the Authority's employees, including, but not limited to, pension and annuity benefits, medical insurance, and sick, holiday and vacation pay. CONTRACTOR assumes full responsibility for the payment of all contributions, payroll taxes, or assessments as to any employees engaged in the performance of the Services hereunder, and further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with enforcement of any state or federal laws on this subject.

(d) Immigration Compliance. To the fullest extent applicable to the Services to be furnished hereunder, CONTRACTOR shall fully comply with the provisions of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90 et seq. (and any related state and federal statutes, laws and regulations), and shall submit (and cause its agents, subcontractors, and consultants to submit) whatever affidavits, documents, and other evidence of compliance as may be required by said law(s) or otherwise requested by the Authority from time to time in connection with the Services. It is not the intent of this paragraph to provide detailed information or legal advice concerning the Georgia Security and Immigration Compliance Act (or any related federal statute, law or regulation), and CONTRACTOR shall be solely responsible for independently familiarizing itself with, and strictly observing, the requirements of thereof.

(e) Conflict of Interest. At all times during the term of this Agreement, CONTRACTOR shall take such action as may be necessary from time to time to identify any potential conflict(s) of interest presented by the performance of any of the Services hereunder, and thereafter promptly notify the Authority of the circumstances given rise to such potential conflict of interest and the action proposed by CONTRACTOR to remedy or otherwise minimize the consequences of any such potential conflict.

(f) Document Retention. All documents and other materials, correspondence, electronic mail and other documentation relating to this Agreement and the Services provided hereunder shall be preserved by CONTRACTOR in a readily accessible form at all times during the term of this Agreement and for a period of three (3) years following the expiration or any earlier termination of this Agreement.

3. Term of Agreement; Termination.

(a) Term. The CONTRACTOR shall provide the Services specified in this Agreement as of the date hereof until a mutually agreed end of the recruitment period. The Contract may also be extended, if the Authority and CONTRACTOR agree. Unless otherwise agreed by the parties in writing, any renewal of this Agreement shall be on the same terms and conditions as set forth herein. As used in this Agreement, "term" shall mean the initial term of this Agreement as the same may be renewed hereunder.

(b) Termination Generally; Suspension. Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated at any time during its term by either party, for any or no reason, with or without cause, upon thirty (30) days' prior written notice to the CONTRACTOR if terminated by the Authority, and upon one-hundred (120) days' prior written notice to the Authority if terminated by CONTRACTOR. Additionally, this Agreement and the performance of any Services to be provided hereunder may be temporarily suspended, in whole or in part, by the Authority immediately upon written notice to CONTRACTOR advising of such suspension.

(c) Termination for Reasonable Cause. In addition to, and not by limitation of, the rights of the Authority specified in subparagraph (b) hereinabove, this Agreement may also be terminated by the Authority at any time following prior notice to CONTRACTOR as set forth in paragraph 8(a) below upon a determination by the Authority that "reasonable cause" exists for such termination. "Reasonable Cause" shall include, but not be limited to:

(i) Any act or omission which reasonably constitutes dishonesty, fraud, deceit, negligence, willful misconduct or recklessness; or

(ii) Inattention to, neglect of, or any other failure to competently perform the Services described hereunder in the manner and to the extent required by the Authority.

Additionally, CONTRACTOR may terminate this Agreement as set forth in (and limited by) paragraphs 8(c) and (d) below.

Upon the termination of this Agreement, neither party shall thereafter have any further rights, duties or obligations under this Agreement (except as otherwise specifically provided hereunder), but each party shall remain liable and responsible to the other for all obligations and duties hereunder accruing prior to said termination and for all acts and omissions of such party prior to such termination.

4. Compensation. In consideration of the satisfactory performance of CONTRACTOR's obligations under this Agreement, the Authority agrees to compensate CONTRACTOR for the Services as set forth on the attached **Exhibit "B"**. To the extent requested by the Authority, each payment to be made to CONTRACTOR hereunder shall be conditioned upon receipt by the Authority from the CONTRACTOR of such evidence and documentation, in form and content satisfactory to the Authority (including, but not limited to, certificates and affidavits of CONTRACTOR, or such other persons as the Authority may require) showing, without limitation, the following: (a) the Services provided to date by CONTRACTOR; (b) that the representations made by the CONTRACTOR hereunder are truthful and otherwise correct as of the date of said payment request; and (c) that CONTRACTOR has complied with all of its obligations required to be performed or observed under this Agreement.

Notwithstanding the foregoing or any other provision in the Agreement to the contrary, the Authority shall be entitled to set off and withhold any payment to CONTRACTOR otherwise due under the Agreement to the extent of any sum the Authority reasonably claims is owed to Authority by CONTRACTOR under the terms of this Agreement or at law or in equity arising out of (i) any failure of performance or other breach or violation of this Agreement on the part of CONTRACTOR or its employees, consultants, contractors, or agents; (ii) any indemnification on the part of CONTRACTOR in favor of the Authority under the Agreement; or (iii) the negligence of CONTRACTOR or its employees, consultants, contractors, or agents; provided that CONTRACTOR may contest any such set off or similar action by Authority in accordance with the provisions of this Agreement regarding dispute resolution or as otherwise authorized by law.

5. Representations of CONTRACTOR. In order to induce the Authority to enter into this Agreement and provide the funds described herein, the CONTRACTOR represents and warrants to the Authority as follows:

(a) **Organization.** CONTRACTOR is a corporation duly and validly existing, in good standing, under and by virtue of the laws of the State of Georgia, and has all requisite power and authority to transact the business in the State of Georgia in which it is now engaged or proposed to be engaged.

(b) **Authorization.** CONTRACTOR has the full and complete right, power and authority to enter into this Agreement, and the performance by CONTRACTOR of the Services and other obligations hereunder has been duly and validly authorized by all necessary action on the part of CONTRACTOR and its directors and officers; and no additional authorization, consent or permit is required.

(c) Binding Agreement. This Agreement constitutes the valid obligations of CONTRACTOR, legally binding upon it and enforceable in accordance with its terms. No further consent or approval of any other party is required in connection with the execution, delivery, performance, validity and enforcement of this Agreement.

(d) No Material Litigation. There is no action, suit or proceeding pending or threatened against or affecting CONTRACTOR before any court, arbitral body, governmental department, commission, board or other federal, state, authority, or municipal instrumentality, agency or authority which might, in any one case or in the aggregate, materially or adversely affect the ability of CONTRACTOR to fully and satisfactorily discharge his obligations under this Agreement.

(e) Information. All representations, warranties and other information heretofore or hereafter furnished by CONTRACTOR to the Authority in connection with the RFP or otherwise is or will be true and correct as of the date such information was furnished.

(f) Signatories. The individual or individuals signing this Agreement on behalf of CONTRACTOR has or have the right, legal power and actual authority to bind the CONTRACTOR to the terms and conditions of this Agreement.

6. No Liability of Authority; Indemnity; Release.

(a) Liability. CONTRACTOR will be entirely and solely responsible and liable for all negligent, willful, or intentional acts and omissions of the CONTRACTOR and his agents, employees, associates, consultants, and subcontractors while engaged in the performance of the Services contracted for hereunder, and the Authority shall in no event be liable for any injury or damage to person or property resulting from any such Services except to the extent such injury or damage is caused by the negligence or willful or intentional misconduct of the Authority or its employees.

(b) Indemnification. The provisions of this Agreement notwithstanding, and in addition to any other indemnities in favor of the Authority specifically provided for herein, CONTRACTOR agrees to fully protect, defend, indemnify and save the Authority and its officials, representatives, agents, and employees harmless against and from any and all liabilities, loss, claims, suits, proceedings, damages, demands, penalties, judgments, costs and expenses (including but not limited to litigation expenses and reasonable attorneys' fees) of every kind and nature, whether known or unknown, relating to or arising from, either directly or indirectly: (i) any negligent, willful, or intentional act or omission of the CONTRACTOR or its agents, employees, representatives, associates, consultants, or contractors in connection with the Services or otherwise; or (iii) any breach, violation or nonperformance of this Agreement by CONTRACTOR, or any applicable local, state or federal statute, ordinance, law or regulation; provided, however, with respect to any matter referenced in the preceding clauses (i) or (ii), this indemnity shall not apply to the extent that any damage, penalty, judgment, loss, cost, expense, or other liability is caused by the negligence or willful or intentional misconduct of the Authority or its employees. In case any action or proceeding is brought against the Authority by reason of any such claims,

CONTRACTOR (upon notice from the Authority) covenants to resist or defend such action or proceeding by and through counsel reasonably satisfactory to the Authority; provided that if a court of competent jurisdiction determines that any of the provisions of this paragraph violate O.C.G.A. Section 13-8-2 and are applicable to this Agreement, the indemnity contained in this Agreement shall not extend to any indemnification which is prohibited by O.C.G.A. Section 13-8-2, but the remainder of this indemnification shall be unaffected. In the event that the Authority is found liable by a court of competent jurisdiction in connection with any action or proceeding defended by CONTRACTOR pursuant to this subparagraph, then the Authority shall reimburse to CONTRACTOR all reasonable third-party costs and expenses incurred by CONTRACTOR as a result of said defense; provided that the Authority's obligation of reimbursement hereunder shall only apply to the extent of its share of liability adjudicated in any such action or proceeding. The obligations contained herein shall indefinitely survive the expiration or earlier termination of this Agreement.

(c) **Release.** CONTRACTOR, on behalf of itself and its representatives, associates, employees, agents, consultants, contractors, successors and assigns (collectively, the "**Releasing Parties**") hereby releases, acquits, and forever discharges the Authority and its employees, officials, officers, agents, representatives, successors and assigns (collectively, the "**Released Parties**"), from any and all claims, claims for relief, actions, causes of actions (whether ex contractu or ex delicto), suits, debts, liens, contracts, obligations, agreements, promises, representations, liabilities, demands, losses, damages, costs, penalties, and expenses (including, but not limited to, litigation expenses and reasonable attorneys' fees), of every kind or nature, whether known or unknown, joint or several, fixed or contingent, relating to or arising out of, directly or indirectly those matters which CONTRACTOR has indemnified the Authority pursuant to subparagraph (b) above. Additionally, the Releasing Parties, and each of them, do hereby further covenant not to sue or otherwise seek recourse against the Released Parties, or any of them, on any such claim, demand, action, cause of action, suit, liability, indebtedness, duty, obligation or responsibility hereinabove released. The provisions of this paragraph shall indefinitely survive the expiration or earlier termination of this Agreement.

7. Insurance. CONTRACTOR shall be required to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage, motor vehicle damage and injuries, professional liability, and other insurance necessary to protect the Authority's and CONTRACTOR's interests in connection with the Services to be performed hereunder. Without limiting the foregoing, CONTRACTOR shall, at a minimum, procure and maintain the following insurance in such amounts as shown below and with such companies and having such deductibles as may be otherwise reasonably required by the Authority:

Comprehensive General Liability

\$1,000,000 combined single limit/occurrence for bodily injury, personal injury, property damage, and products/completed operations

Automobile Liability

\$1,000,000 combined single limit/occurrence for bodily injury and property damage

Umbrella Liability

\$1,000,000/occurrence

Workers' Compensation

Limits as required by State of Georgia/Department of Labor

Employers' Liability

\$100,000 each accident

\$500,000 disease/policy limit

\$100,000 disease/each employee

Professional Liability

\$1,000,000/occurrence

\$1,000,000 aggregate

CONTRACTOR shall cause its contractors and consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by CONTRACTOR in connection with the Services. CONTRACTOR shall cause the Authority to be listed as an additional insured on any applicable general liability insurance policy carried by CONTRACTOR. CONTRACTOR shall deliver to the Authority certificates of insurance evidencing the coverages (and copies of related policies required hereunder). Such certificates shall be furnished prior to commencement of the Services and thereafter upon request of the Authority from time to time during the term of this Agreement.

All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to the Authority and to each other additional insured (if any) to which a certificate of insurance has been issued.

At any time, Authority may request that CONTRACTOR or its consultants or contractors provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified herein; provided, however, that CONTRACTOR shall be entitled to adjust its rates charged to the Authority under this Agreement should such additional insurance coverage materially increase the premium(s) for such insurance. If so requested by the Authority, and if commercially available, CONTRACTOR shall obtain and shall require its consultants and contractors to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by the Authority.

8. Remedies and Damages.

(a) CONTRACTOR's Failure to Perform Under Agreement. If, due to circumstances other than the Authority's failure to perform any term or condition of this Agreement binding on the Authority, CONTRACTOR fails, refuses, or is unable to timely perform any of its obligations under this Agreement, or if any warranty or representation made herein by CONTRACTOR proves

untrue (individually or collectively, and following notice and a period to cure as provided herein, an **“CONTRACTOR’s Default”**), the Authority shall deliver to CONTRACTOR written notice detailing CONTRACTOR’s Default. CONTRACTOR shall have fifteen (15) days from receipt of such notice from the Authority within which to remedy CONTRACTOR’s Default; provided, however, that if CONTRACTOR’s Default involves the withholding, refusal, or other failure by CONTRACTOR to deliver to the Authority any and all Documents requested, a CONTRACTOR’s Default shall be deemed to exist following twenty-four hours’ written notice to CONTRACTOR.

(b) Authority’s Non-Exclusive Remedies. If at the expiration of the curative period set forth in subparagraph (a) above CONTRACTOR has not cured such failure of performance, the Authority shall be entitled, subject to the restrictions and limitations contained in subparagraph (f) below, to pursue any and all remedies available to the Authority at law or in equity, to include without limitation the right to obtain specific performance of this Agreement or other injunctive relief; it being understood and acknowledged that no remedy herein conferred upon or reserved to the Authority under this Agreement, or any other document delivered hereunder or in connection herewith, is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy so given or reserved or now or hereafter existing at law or in equity or by statute (unless otherwise provided in this Agreement).

(c) Authority’s Failure to Perform Under Agreement. If, due to circumstances other than CONTRACTOR’s failure to perform any term or condition of this Agreement binding on CONTRACTOR, the Authority fails, refuses, or is unable to timely perform any of its obligations under this Agreement (individually or collectively, and following notice and a period to cure as provided herein, a **“Authority’s Default”**), CONTRACTOR shall deliver to the Authority written notice detailing Authority’s Default. The Authority shall have thirty (30) days from receipt of such notice from CONTRACTOR within which to remedy Authority’s Default, or if such failure of performance cannot be cured within said 30-day period, then the Authority shall have a reasonable amount of time under the circumstances to cure Authority’s Default, provided the Authority commences to cure such failure of performance within said 30-day period and diligently prosecutes such cure thereafter.

(d) CONTRACTOR’s Exclusive Remedy. If at the expiration of the curative period set forth in subparagraph (c) above the Authority has not cured such failure of performance, CONTRACTOR shall, as its sole and exclusive remedy, be entitled to terminate this Agreement and seek monetary damages against the Authority for any outstanding sums owed to CONTRACTOR under this Agreement for Services performed prior to the date of said termination, together with reasonable attorneys’ fees authorized pursuant to paragraph (e) below. CONTRACTOR DOES HEREBY WAIVE ITS RIGHT TO PURSUE ANY AND ALL OTHER REMEDIES OF WHATEVER THAT MAY OTHERWISE BE AVAILABLE TO CONTRACTOR AT LAW OR IN EQUITY, AND FOREVER AND UNCONDITIONALLY RELEASES THE AUTHORITY FROM THE SAME.

(e) Attorneys’ Fees. Should either party hereto employ attorneys, accountants, or other experts or incur other expenses in connection with the enforcement of performance or observance of any obligation or agreement on the part of the other herein contained, the

Authority and CONTRACTOR (as the case may be) agree that they shall on demand therefor pay to the other party the reasonable fees of such attorneys, accountants, or other experts and such other reasonable expenses so incurred by the party seeking such performance to the extent such party prevails in any action pursued against the other in a court of competent jurisdiction.

(f) Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENTS OR INSTRUMENTS EXECUTED IN CONNECTION HEREWITH, IT IS UNDERSTOOD AND AGREED THAT IN NO EVENT (EXCEPT FOR THE INTENTIONAL AND WILLFUL BAD FAITH ACTIONS OF CONTRACTOR FOLLOWING NOTICE SPECIFICALLY REFERRING TO THIS PARAGRAPH AND DESCRIBING SUCH INTENTIONAL AND WILLFUL BAD FAITH ACTIONS, AS WELL AS AN OPPORTUNITY TO CURE AS PROVIDED HEREIN) SHALL THE AUTHORITY OR CONTRACTOR BE ABLE TO CLAIM OR OTHERWISE SEEK CONSEQUENTIAL, PUNITIVE, SPECULATIVE OR LOST BUSINESS DAMAGES, OR SIMILAR CONSEQUENTIAL DAMAGES, AS A RESULT OF ANY CONTRACTOR'S DEFAULT OR AUTHORITY'S DEFAULT OR ANY OTHER BREACH OR ACTION (OR FAILURE TO ACT) BY THE OTHER PARTY (OR ITS OFFICERS, MEMBERS, AGENTS OR REPRESENTATIVES) IN CONNECTION WITH THIS AGREEMENT, THE SERVICES OR ANY UNDERTAKINGS CONTEMPLATED HEREUNDER, AND THE RIGHT OF THE AUTHORITY AND CONTRACTOR TO SEEK THE SAME IS HEREBY EXPRESSLY WAIVED AND FOREVER RELINQUISHED; PROVIDED, HOWEVER, THAT NO SUCH LIMITATION SHALL APPLY WITH RESPECT TO ANY CLAIM BROUGHT BY THE AUTHORITY AGAINST CONTRACTOR OR ANY OTHER PERSON TO THE EXTENT SUCH CLAIM IS COVERED BY CONTRACTOR'S OR SUCH OTHER PERSON'S APPLICABLE POLICY(IES) OF INSURANCE (AND IN SUCH EVENT THE LIMITATION SET FORTH IN THIS PARAGRAPH SHALL APPLY ONLY UP TO THE LIMITS OF SUCH COVERAGE). THE PROVISIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(g) Immunity of Authority's Members, Officers, and Employees. Notwithstanding anything in this Agreement to the contrary, no recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the Authority or CONTRACTOR contained in this Agreement or for any claim based hereon or relating to the Services or any transactions or undertakings contemplated hereunder or related hereto against any member, officer, attorney, representative, or employee, as such, in his individual capacity, past, present, or future, of the Authority whether by virtue of any constitutional provision, statute, or rule of law or otherwise, it being expressly agreed and understood that this Agreement is solely an obligation of the Authority as a public entity and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer, attorney, representative, or employee, as such, past, present, or future, of the Authority, under or by reason of any of the obligations, covenants, promises, or agreements entered into between the Authority and CONTRACTOR whether contained in this Agreement or to be implied herefrom as being supplemental hereto, and that all personal liability of that character against every such member officer, attorney, representative, and employee is, by execution of this Agreement, expressly waived and released by CONTRACTOR, on behalf of itself and its employees, contractors, consultants, and associates. The immunity of members, officers, attorneys, representatives, and employees of the Authority under the provisions contained in this paragraph shall survive the termination of this Agreement.

9. Miscellaneous.

(a) No Third-Party Beneficiaries. This Agreement is made between and limited to the Authority and CONTRACTOR, and no other person or entity shall be considered a third-party beneficiary by virtue of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

(b) No Assignment by CONTRACTOR. CONTRACTOR shall not, without the express prior written consent of the Authority, assign, hypothecate, encumber or otherwise transfer this Agreement or any interest, obligation, responsibility, or right hereunder, which consent may be withheld, conditioned, or delayed in the sole discretion of the Authority. Any assignment or other transfer hereunder by CONTRACTOR (whether or not in violation of the provisions of this Agreement) shall not relieve CONTRACTOR of any liability or obligation under this Agreement, and CONTRACTOR shall remain liable hereunder notwithstanding such assignment or transfer (unless otherwise agreed to by the Authority).

(c) Neutral Construction; Exhibits. The parties hereto acknowledge that this Agreement was jointly negotiated and reviewed by them, and therefore no provision of this Agreement shall be construed against either party by any Court or other judicial or arbitral body by reason of such party's being deemed to have drafted or structured such provision. The exhibits referred to herein and attached hereto, or to be attached hereto, are incorporated herein to the same extent as if set forth in full herein.

(d) Interpretation. All references to sections, schedules and exhibits are to sections, schedules and exhibits in or to this Agreement unless otherwise specified. Unless otherwise specified, the words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and "include" or "including" shall mean including without limitation. "Person" means an individual, partnership, corporation, trust, unincorporated association, joint venture or other entity of whatever nature or description. Unless otherwise specified, all meanings attributed to defined terms herein shall be equally applicable to both the singular and plural forms of the terms so defined. Whenever the context requires, each gender shall include all other genders. In the event that any date or any period provided for in this Agreement shall end on a day that is not a business day (i.e. any day other than a Saturday, Sunday or other day on which commercial banks in Hinesville, Georgia are authorized or required to be closed), the applicable date or period shall be extended to the first business day following such non-business day.

(e) No Waiver. Any failure of either party to seek redress for the violation of, or to insist upon the strict and prompt performance of, any covenants or conditions of this Agreement shall not operate as a waiver of any such violation or the other party's right to insist on prompt compliance in the future with such covenant or condition, and shall not prevent a subsequent action by such party for any such violation. No provision, covenant or condition of this Agreement may be waived by CONTRACTOR or the Authority unless such waiver is in writing and signed by such party.

(f) Time of the Essence. Time is of the essence of all provisions of this Agreement.

(g) Counterparts; Facsimile. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto, whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof. To facilitate the execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages by facsimile or other electronic transmission, and the signature page of either party to any counterpart may be appended to any other counterpart. The parties further expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal or other electronic transmission shall be deemed to be “written” and a “writing” for all purposes of this Agreement, and shall otherwise constitute an original document binding upon the transmitting party.

(h) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matters addressed herein, and supersedes any and all prior or contemporaneous agreements, discussions, representations or understandings between them, whether written or oral, with respect to said subject matters. Each party to this Agreement further acknowledges that no promises, representations, inducements, agreements, or warranties, have been made to induce the execution of this Agreement by said party, and each party acknowledges that it has not executed this Agreement in reliance on any promise, representation, inducement, or warranty not contained herein or therein.

(i) Modification. Any modification, amendment or other change to this Agreement, or additional obligation assumed, by either party in connection therewith shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

(j) Severability of Provisions. If any provision of this Agreement or the application of any such provision to any person or circumstance is held unenforceable or invalid for any reason, then provided that the essential consideration for entering into this Agreement on the part of any party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such manner as to render this Agreement legal and enforceable to the fullest extent permitted under applicable law.

(k) Governing Law; Venue. THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED UNDER AND ACCORDING TO THE LAWS OF THE STATE OF GEORGIA, AND CONTRACTOR AGREES THAT ANY ACTION RELATING TO, OR ARISING OUT OF, THIS AGREEMENT OR ANY CONTROVERSY HEREUNDER, OR ANY SERVICES OR OTHER UNDERTAKING CONTEMPLATED BY THE AGREEMENT, SHALL BE INSTITUTED AND PROSECUTED IN THE COURTS OF THE COUNTY OF LIBERTY, STATE OF GEORGIA, OR, TO THE EXTENT JURISDICTION APPLIES, THE U.S. DISTRICT COURT SITTING IN THE SOUTHERN DISTRICT OF GEORGIA, AND CONTRACTOR AGREES TO SUBMIT, AND DOES HEREBY SUBMIT, TO THE PERSONAL JURISDICTION

AND VENUE OF THE AFORESAID COURTS AND DOES FURTHERMORE EXPRESSLY AND SPECIFICALLY WAIVE ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY SUCH LITIGATION. CONTRACTOR FURTHER ACKNOWLEDGES THAT IT HAS NO EXPECTATION THAT, AND THERE IS NO BASIS FOR, ANY SUCH ACTION BEING INSTITUTED OR MAINTAINED IN ANY COURT OTHER THAN AS SPECIFIED HEREINABOVE, AND THE CONTRACTOR COVENANTS AND AGREES IT SHALL IN NO EVENT INSTITUTE OR PROSECUTE ANY SUCH ACTION IN ANY OTHER COURT EXCEPT AS SPECIFIED HEREINABOVE, AND THAT THIS SECTION SHALL BAR AND SERVE AS A COMPLETE DEFENSE TO ANY ACTION BROUGHT OR PROSECUTED IN ANY OTHER COURT, PROVIDED, HOWEVER, THAT THIS SECTION MAY NOT SERVE TO FRUSTRATE ANY PROCEEDING BROUGHT IN ANY OTHER COURT OR OUTSIDE THE STATE OF GEORGIA TO ENFORCE A JUDGMENT ORIGINATING FROM THE AFORESAID COURTS.

(l) Survival. All terms, conditions, covenants, representations, and warranties contained in this Agreement or any certificate or other writing delivered pursuant hereto or in connection herewith, shall survive any investigation made by (or prior knowledge of) the Authority, and no part of this Agreement shall be deemed merged with any document or instrument executed in connection herewith.

(m) Successors Bound. Subject to the provisions of subparagraph (b) hereinabove, this Agreement, and each and every provision hereof, shall be binding upon and shall insure to the benefit of CONTRACTOR and Authority, their respective successors, successors-in-title, legal representatives and assigns.

(n) Attorney's Fees. In the event CONTRACTOR should default under any of the provisions of this Agreement and the Authority should employ attorneys, accountants, or other experts or incur other expenses for the collection of amounts due it hereunder or the enforcement of performance or observance of any obligation or agreement on the part of CONTRACTOR herein contained for its benefit, CONTRACTOR agrees that he shall on demand therefor pay to the Authority the reasonable fees of such attorneys, accountants, or other experts and such other expenses so incurred by the Authority. Any attorney's fees required to be paid by CONTRACTOR under this Agreement shall include attorney's and paralegal's fees through all proceedings and other efforts, including, but not limited to, demands, negotiations, administrative hearings, trials, and appeals, court costs and reimbursable expenses of such attorneys.

(o) Effective Date. This Agreement shall be effective and binding as of the date all of the parties hereto have approved and executed the same (as indicated on the signature page(s) to this Agreement), and any reference to the "date of this Agreement," the "date hereof," or any similar phrase shall refer to and mean the date of such approval and execution by all of the parties hereto. In this regard, the legal counsel for the Authority is authorized to insert such date (or dates which rely upon said effective date) into the body of this Agreement and any and all other certificates or other documents furnish in connection herewith.

[Signatures Appear on Following Page]

[Agreement for Professional Retail Market Study, Recruitment Strategy, and Implementation Services – Signature Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the Effective Date, and same shall be considered binding upon both parties.

**LIBERTY COUNTY INDUSTRIAL
AUTHORITY**

(OFFICIAL SEAL)

By: _____
Allen Brown, Chairman

Date: _____, 2020

[Signature of CONTRACTOR Appears on Following Page]

[Agreement for Professional Retail Market Study, Recruitment Strategy, and Implementation Services – Signature Page]

CONTRACTOR:

(SEAL)

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

Date: _____, 2020

[Exhibit(s) Attached]

EXHIBIT "A"

STATEMENT OF NEEDS - SCOPE OF SERVICES

This Exhibit sets forth the performance specifications and Statement of Needs - Scope of Work to be provided by the CONTRACTOR to the Authority under the Agreement. For purposes of this Contract, the Statement of Needs - Scope of Work is found in pages 3-4 of RFP.

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EXHIBIT "B"

COMPENSATION

This Exhibit sets forth the compensation to be paid to CONTRACTOR by the Authority for the satisfactory completion of the Services to be provided by the CONTRACTOR to the Authority under the Agreement. For purposes of this RFP, compensation reflects negotiated amount between LCIA and Successful Offeror as initially proposed in the Schedule of Fees.

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