

Request for Proposal

No. 20-105-005

To provide

SCADA System – Design Build

for

**Effingham County Board of Commissioners
Springfield, Georgia**

January 2020



**All Submissions returned to:
Effingham County Board of Commissioners
ATTN: Purchasing Office
601 North Laurel Street
Springfield, GA 31329**

January 29, 2020

**RE: RFP No. 20-105-005
Request for Proposal for SCADA System - Design Build**

Dear Sir or Madam:

This is an invitation to submit a proposal to supply Effingham County, Georgia for the design build services as specified herein. Sealed proposals will be received at the Office of the Purchasing Agent, **EFFINGHAM COUNTY ADMINISTRATIVE COMPLEX, 601 N. LAUREL STREEET, SPRINGFIELD, GEORGIA**, up to **11.00am (Eastern Time) Friday, March 20, 2020**. Due to the fact that the proposals will be subject to an evaluation review, the details and particulars of the proposal documents will remain confidential until final award of the contract. Only the names of the companies who submit a proposal will be read aloud publicly.

Effingham County Board of Commissioners reserves the right to reject any and all proposals and will not be bound to accept any proposal should Effingham County consider that the proposal would be contrary to the best interest of Effingham County. Effingham County Board of Commissioners reserves the right to reject any and all proposals that are non-responsive or not responsible. Additionally, Effingham County Board of Commissioners has the right to waive any technicalities or informalities. Effingham County may issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion.

Instructions for the preparation and submission of a proposal are contained in the request for proposals package. If you do not submit a proposal, please return the no-bid sheet and state the reason.

A MANDATORY PRE-PROPOSAL CONFERENCE has been scheduled for **11.00am (Eastern Time), Tuesday, February 25, 2020** and will be conducted in the small conference room of the EFFINGHAM COUNTY ADMINISTRATIVE COMPLEX, 601 N. LAUREL STREET, SPRINGFIELD, GEORGIA, 31329, to discuss the specifications and resolve any questions and/or misunderstanding that may arise.

Proposals will not be accepted from any firm that is not represented at the Mandatory Pre-Proposal Conference.

Any questions that arise after the pre-proposal conference **must** be made in writing and must be received at the office of the Purchasing Agent no later than **5.00pm (Eastern Time) Wednesday, March 4, 2020**. No response will be given to any questions received after **5.00pm (Eastern Time) Wednesday, March 4, 2020**. Questions may be faxed to 912-754-8413; emailed to abruton@effinghamcounty.org.

The response to all questions will be in the form of an addendum and will be posted on the Effingham County website www.effinghamcounty.org before **5.00pm (Eastern Time) Wednesday, March 11, 2020**.

The only official answer or position of Effingham County will be the one stated in writing.

**EFFINGHAM COUNTY, GEORGIA
DOCUMENT CHECK LIST**

Company Name: _____

Please indicate you have completed the following documentation; and then submit as **REQUIRED.**

REQUIRED	COMPLETED	ITEM DESCRIPTION
		INSTRUCTIONS TO BIDDERS
		REQUEST FOR QUOTE
X		BID / QUOTE SUBMITTAL FORM
		SURETY REQUIREMENTS (Certified check or other security of _% required with BID SUBMITTAL – BID BOND FORM PROVIDED)
		PERFORMANCE BOND- UPON AWARD OF CONTRACT
		PAYMENT BOND- UPON AWARD OF CONTRACT
X		CERTIFICATE OF INSURANCE
X		W-9
		LEGAL NOTICE
X		CONTRACTOR AFFIDAVIT & AGREEMENT (E-VERIFY)
X		SUB-CONTRACTOR AFFIDAVIT & AGREEMENT (E-VERIFY) (if applicable)
X		GEORGIA PROFESSIONAL LICENCE CERTIFICATIONS
X		LIST OF SUB-CONTRACTORS (if applicable)
X		ATTACHMENTS
X		RECEIPT OF ADDENDA IF ANY

Authorized Signature

Title

Print Name

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS PART OF YOUR PROPOSAL

**SECTION I
INSTRUCTIONS TO VENDORS**

1.1 PURPOSE:

The purpose of this document is to provide general and specific information for use in submitting a proposal to supply Effingham County with services as described herein. All proposals are governed by the Code of Effingham County, and the laws of the State of Georgia. Any contract and/or agreement and any addendums to it that result from this RFP shall be governed by the laws of Georgia, with venue in Effingham County.

1.2 HOW TO SUBMIT PROPOSALS:

All proposals shall be:

- A. Submitted in sealed opaque package (envelope or box as necessary), plainly marked with the RFP number and title, date and time of submission, and company name.
- B. Mailed or delivered in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.

Hand Delivery and Mailing Address:

Effingham County Purchasing Agent,
601 North Laurel Street,
Springfield, Georgia, 31329.

- C. Please check the County's website www.effinghamcounty.org prior to submission for any addendum to the RFP

PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.

1.3 HOW TO SUBMIT AN OBJECTION:

Objections from Vendors to this request for proposal and/or these specifications should be brought to the attention of the County Purchasing Agent either verbally at the pre-proposal meeting, or in writing at least two (2) days prior to pre-proposal meeting. The objections contemplated may pertain to form and/or substance of the request for proposal documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this request for proposal.

1.4 ERRORS IN PROPOSALS:

Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Vendor's own risk.

1.5 STANDARDS FOR ACCEPTANCE OF VENDORS FOR CONTRACT AWARD:

The County expressly reserves the right in its sole judgement, to accept or reject any or all proposals received as the result of this RFP with or without cause and to waive any technicalities or irregularities in proposals received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the offer of a Vendor who has previously failed to perform properly or complete on time contracts of a similar nature, or an offer from a Vendor whom investigation shows is not in a position to perform the contract. The County reserves the right to accept, reject, and/or negotiate any and all proposals or parts of proposals deemed by the Board to be in the best interest of citizens of Effingham County. The County may request re-proposals should it be deemed in its best interest to do so. Until such time as a contract is executed with successful proposers, the County may cancel all or any part of this RFP. The County reserves the right to lease and/or purchase more or less of each item or service at the unit price offered in the Vendor's system, unless the Vendor specifically and explicitly

limits the response in this regard. The County reserves the right to negotiate with vendors regarding variations to the original proposal(s) that may be in the best interest of the County.

1.6 VENDOR:

Whenever the term "vendor" is used it shall encompass the "person," "business," "firm," or other party submitting a proposal to Effingham County in such capacity before a contract has been entered into between such party and the County. At times throughout this request for proposal the term "vendor" may be used interchangeably with the terms "contractor", "proposer" and "bidder".

1.7 COMPLIANCE WITH LAWS:

The Vendor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State or County statute, ordinances and rules during the performance of any contract between the Vendor and the County. Any such requirement specifically set forth in any contract document between the Vendor and the County shall be supplementary to this section and not in substitution thereof.

1.8 COUNTY:

Whenever the term "County" or "Owner" is used it is to refer to the Effingham County Board of Commissioners.

1.9 DEBARRED FIRMS AND PENDING LITIGATION:

Any potential Vendor/firm listed on the Federal or State of Georgia Parties Listing (barred from doing business) **will not** be considered for contract award. Vendors **shall disclose** any record of pending criminal violations (indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years.

Proposals will not be accepted from any company, firm, person, party or parent subsidiary, against which Effingham County has an outstanding claim, or financial dispute relating to prior contract performance. If the County, at any time, discovers such a dispute during any point of evaluation, the proposal will not be considered further. Any Vendor/firm previously defaulting or terminating a contract with the County will not be considered.

Vendor acknowledges that in performing contract work for the County, Vendor shall not utilize any firms that have been a party to any of the above actions. If Vendor has engaged any firm to work on this contract or project that is later debarred, Vendor shall sever its relationship with the firm with respect to County contract.

** All Vendors are to read and complete the Vendors certification regarding debarment, suspension, ineligibility, and voluntary exclusion enclosed as Disclosure of Responsibility - ATTACHMENT D to be returned with response. Failure to do so may result in your proposal being rejected as non-responsive.

1.10 IMMIGRATION:

On 1 July 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov> to find the E-Verify information.

** All Vendors are to read and complete the E-Verify affidavit enclosed as ATTACHMENT E to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

1.11 PROTECTION OF RESIDENT WORKERS:

Effingham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

1.12 RFP SCHEDULE:

Request for Proposal	Date/ Time
Owner issues public advertisement of RFP	Wednesday, January 29, 2020
Mandatory Pre-bid Meeting	11.00am (EST) Tuesday, February 25, 2020
Deadline for submission of written questions	5.00pm (EST) Wednesday, March 4, 2020
Addendum issued and posted online at www.effinghamcounty.org	5.00pm (EST) Wednesday, March 11, 2020
Deadline for submission of Proposals	11.00am (EST) Friday, March 20, 2020
Bid and Contract to Board of Commissioners <i><u>(TENTATIVE)</u></i>	Tuesday, April 21, 2020

**SECTION II
GENERAL CONDITIONS**

2.1 SPECIFICATIONS:

Any obvious error or omission in the specifications shall not inure to the benefit of the Vendor but shall put the Vendor on notice to inquire of or identify the same to the County.

2.2 GEORGIA OPEN RECORDS ACT:

The responses will become part of the County's official files without any obligation on the County's part. Ownership of all data, materials, and documentation prepared for and submitted to Effingham County in response to a solicitation, regardless of type, shall belong exclusively to Effingham County and will be considered a record prepared, maintained or received in the course of operations of public office or agency and is subject to public inspection in accordance with the *Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-070, et.Seq.* unless otherwise provided by law. The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed up to three (3) years following completion.

2.3 GEORGIA TRADE SECRET ACT OF 1990:

In the event that a Vendor submits secret information to the County, the information must be clearly labeled as a "Trade Secret". The County will maintain the confidentiality of such trade secrets to the extent provided by law.

2.4 OFFERS TO BE FIRM:

The Vendor **warrants** that terms and conditions quoted in his offer will be firm for acceptance for a period of ninety (90) days from the date of proposal submittal. Fees quoted must also be firm for a ninety (90) day period.

2.5 COMPLETENESS:

All information required by the request for proposal must be completed and submitted to constitute a proper proposal. The County shall have sole discretion in evaluating qualifications and responses of Vendors. Vendor acknowledges that in performing a contract for the Board, Vendor shall not utilize any firms that have been a party to any of the actions listed in paragraph **1.9**. If Vendor has engaged any firm to work on this contract or project that is later debarred, Vendor shall sever its relationship with that firm with respect to the Board's contract.

2.6 MULTIPLE PROPOSALS:

No Vendor will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-proposal meeting if one is scheduled, or submitted in writing at least five (5) days preceding the date for submission of proposals.

2.7 PATENT IDEMNITY:

Except as otherwise provided, the successful Vendor agrees to indemnify Effingham County and its officers, agents and employees against liability.

2.8 QUALIFICATION OF BUSINESS (RESPONSIBLE VENDOR):

A responsible Vendor is defined as one who meets all requirements of the RFP. Effingham County has the right to require any or all Vendors to submit documentation of their ability to perform, provide or carry out the service as requested herein and to disqualify the proposal of any Vendor as being unresponsive or un-responsible whenever such Vendor cannot.

2.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

By submission of this proposal, the Vendor certifies, and in the case of a joint proposal each party thereto as to its own organization, that in connection with this procurement:

- A. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly to any other competitor; and;
- C. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose or restricting competition.

2.10 AWARD OF CONTRACT:

A contract, if awarded, will be executed with the respondent who proposes the most favorable solution, as determined by the selection committee, following the guidelines set forth in the RFP. If a respondent is selected, they will be notified within 60 days of the proposal due date. Respondent pricing shall be Valid for 120 days from the date of proposal submittal. The selected respondent will be required to enter into an agreement with the Effingham County prior to issuance of Notice to Proceed. Effingham County expects to work with the selected respondent to determine the ultimate configuration of the SCADA system and then negotiate a contract. If the County is unable to negotiate an acceptable contract with the highest scoring proposer, the county shall negotiate with the second highest scoring proposer.

2.11 INSURANCE PROVISIONS:

The selected Vendor shall be required to procure and maintain for the duration of the contract insurance

against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's fee proposal. Effingham County must be provided notice prior to cancellation, modification or reduction in limits of any stipulated insurance. It is the responsibility of the vendor/contractor to ensure that all subcontractors / sub-consultants comply with all insurance requirements of this solicitation and the resulting contract.

Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.

A. General Information that shall appear on a Certificate of Insurance:

1. Name of Producer (contractor's insurance Broker/Agent).
2. Companies affording coverage (there may be several).
3. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
4. A Summary of all current insurance for the insured (includes effective dates of coverage).
5. A brief description of the operations to be performed, the specific job to be performed, or contract number.
6. Certificate Holder (**This is to always include Effingham County**).

2.12 LIMITS OF INSURANCE:

Effective coverage shall have the following limits:

- A. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a contractor or tenant. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- B. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the contractor while performing within the scope of duties. Minimum limits: \$500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.
- C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an "Any Auto" basis.

2.13 SPECIAL REQUIREMENTS:

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
- B. **Extended Reporting Periods:** The contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this invitation.
- D. **Cancellation/Non-Renewal Notification:** Each insurance policy supplied in response to this invitation shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.
- E. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Vendor must ensure Certificates of Insurance are updated for the entire term of the Contract.

- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.
- H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Vendor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.

2.14 ADDITIONAL COVERAGE FOR SPECIFIC PROCUREMENT PROJECTS:

- A. **Professional Liability:** Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants.
Minimum Limits: \$1,000,000 per claim/occurrence.
Coverage Requirement: If “claims made,” retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if “tail” coverage has been purchased and the duration of the coverage.
- B. **Builder’s Risk:** (for Construction or Installation Contracts) Covers against insured perils while in the course of construction.
Minimum Limits: All-risk coverage equal 100% of contract value.
Coverage requirements: Occupancy clause – permits Effingham County Board of Commissioners to use the facility prior to issuance of Notice of Substantial Completion.

2.15 INDEMNIFICATION:

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

2.16 INTERPRETING SPECIFICATION:

The specifications or scope of services contained herein are intended to be descriptive rather than restrictive. The County is soliciting a proposal to provide a complete product or service package which meets all requirements. Changes in the scope of services, specifications, or terms and conditions of the RFP will be made in writing by the County prior to the proposal opening or due date. Results of informal meetings between a potential Vendor and a County official or employee may not be used as a basis for deviations from the requirements contained in this solicitation.

2.17 SIGNED RESPONSE CONSIDERED AN OFFER:

The signed Response shall be considered an offer on the part of the Vendor, which offer shall be deemed accepted upon approval by the Effingham County Board of Commissioners, or their designee. In case of a default on the part of the Vendor after such acceptance, Effingham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.

2.18 PAYMENT TO CONTRACTORS:

- A. Questions regarding payment may be directed to the Effingham County Finance Department, at (912) 754-8057.
- B. Effingham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Effingham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Effingham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

2.19 VENDOR DEFAULT:

In case of Vendor default, the County will provide a letter of official notice of non-performance. If the issue(s) are not remedied 30 days from receipt of said notice, the County reserves the right to procure services from other sources.

2.20 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS OR REQUIREMENTS:

It is the responsibility of the prospective Proposer to review the entire request for proposal (RFP) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for proposal opening.

2.21 MERGERS:

If a selected firm is sold or merged with another investment organization, the County will consider the contract binding regardless of any name changes. If there is a conflict of interest, the County reserves the right to terminate said contract.

INTENTIONALLY LEFT BLANK

RFP No. 20-105-005 – SCADA System - Design Build

The undersigned Vendor certifies that he/she has carefully read the preceding list of instructions and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her proposal are in accordance with all documents contained in this request for proposal package, and that any exception taken thereto may disqualify his/her proposal.

This is to certify that I, the undersigned Vendor, have read the instructions to Vendor and agree to be bound by the provisions of the same.

This _____ day of _____ 20 _____.

BY: _____

SIGNATURE

PRINTED NAME AND TITLE

COMPANY

ADDRESS

PHONE NO.

SECTION III

REQUEST FOR PROPOSAL

3.1 DESCRIPTION AND OBJECTIVES

Effingham County is soliciting proposals for the design, supply, installation, commissioning and maintenance of a SCADA system for their Waste water facilities. Qualified organizations should have ample experience and expertise with all aspects SCADA systems and be capable of providing successful turnkey projects for the Effingham County.

Effingham County (Owner) is soliciting written proposals from qualified organizations ('Vendors') for the design, furnishing, installation, programming, commissioning, training and support for, Supervisory Control and Data Acquisition (SCADA) systems for the owners Waste water facilities. All components and services of the proposed systems must be provided by a single Vendor to ensure a single source of responsibility and support.

3.2 ACCEPTANCE AND EVALUATION OF PROPOSALS:

The County shall evaluate all proposals submitted to the RFP. All technical requirements, unless otherwise specified, must be met by the Vendor or such proposal will be disqualified as being non-responsive. Proposals that are deemed to be incomplete as to substance and content may be returned without further consideration.

3.3 FEE PROPOSAL:

Provide a completed Fee Proposal (see ATTACHMENT A).

3.4 PROPOSAL DEADLINE:

The response to the request for proposal must be received by the Effingham County Purchasing Office no later than **11.00am (Eastern Time) Friday, March 20, 2020**. Any proposal received after the time and date stipulated will be rejected and returned to the Vendor. The County may, for good and sufficient reason, extend the response deadline, in which case all potential Vendors will receive an addendum setting forth the new date.

3.5 WITHDRAWAL OF PROPOSAL:

Effingham County Board of Commissioners reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon the vendor nor obligates the Board of Commissioners in any manner. Effingham County Board of Commissioners reserves the right to award no agreement and to solicit additional offers at a later date.

Vendor proposal may be withdrawn by written REQUEST received by the County before the time fixed for receipt of proposals

3.6 CONFIDENTIALITY OF DOCUMENTS:

Upon receipt of a proposal by the County the proposal shall become the property of the County without compensation to the Vendor, for disposition or usage by the County at its discretion. Due to the fact that the proposals will be subject to review for accurate qualifications, only the respondent names who submit proposals to this RFP and the total bid price will be read aloud publicly. The details and particulars of the proposal documents will remain confidential until final award of the contract.

3.7 MINIMUM CRITERIA USED TO DETERMINE RESPONSIBILITY OF EACH PROPOSER:

The following criteria will be used, as a minimum, to determine the responsibility of each Proposer:

- A. Does the Proposer demonstrate an understanding of the County's needs and proposed approach to the project, and possess the ability, capacity, skill, and financial resources to provide the service?
- B. Can the Proposer take upon himself the responsibilities set forth in the RFP and the resultant contract and produce the required outcomes in a timely manner?
- C. Has the Proposer performed satisfactorily in previous contracts of similar size and scope; or if

the Proposer has not performed a contract of similar size and scope, has it, and/or it's team members otherwise demonstrated its capability to perform the contract that the County seeks to establish through this RFP?

- D. Has the Proposer declared bankruptcy within the past 10 years?

3.8 QUALIFICATION EVALUATION CRITERIA

All submittals will be evaluated from the written responses to the requirements set forth in this request. The evaluations will be based on the following criteria.

- 1. Experience with the design of similar projects ----- 25 Points
- 2. Project Approach----- 20 Points
- 3. Project Team (including sub-consultants) -----20 Points
- 4. Proposed Schedule ----- 10 Points
- 5. Proximity of Field Support to Site----- 10 Points
- 6. Fee Proposal ----- 15 Points

Effingham County may elect to ‘short list’ a handful of Vendors and conduct interviews in order to make a final decision. Short listed Vendors will be notified and a schedule for interviews, if necessary, will be determined at a later date.

3.9 FORMAT OF RESPONSES:

To be considered, Vendors must submit a complete response to the request for proposals. Proposals are to be submitted in 8½” x 11” size, typed or printed in ink and bound with a simple method of fastening. Lengthy narratives are discouraged; presentations should be brief and concise and not include extraneous or unnecessarily elaborate promotional material. The proposal should not exceed 50 pages in length, excluding attachments (if any). To assure a uniform review process and obtain the maximum degree of comparability, each proposal shall include the following content and shall be presented in the following order:

A. Letter of Interest

A letter executed by a principal of the firm committing to the requirements specified in this request. Provide a brief summary of the firm’s experience and capabilities in related endeavors with public agencies and why you are interested in this project. Provide an explanation of what differentiates your team as the best candidate for the project.

The Letter of Interest shall be limited to three (3) single-spaced typewritten pages. The purpose of the Letter of Interest is to provide a description of the Vendor’s ability to meet the requirements of the RFP. The letter must also acknowledge the receipt of any addenda to the RFP.

B. Business/Firm Profile

Provide basic company information including name of the firm, street, mailing and emailing addresses; phone and fax numbers. Provide the number of years the firm has been in business, form of ownership and state of residency or incorporation. If the firm has multiple offices, the submittal should primarily include information about the office that will perform the work. State if the firm has operated under a different name in the past ten (10) years.

State the full name, address, and telephone number of your organization and include the name, title, address, and telephone number of the primary contact who will be assigned to this contract. Indicate whether you operate as a sole proprietorship, individual, partnership, corporation or limited liability company and the State in which your firm is incorporated or licensed to operate.

- A. State if your firm has operated under a different name within the past 10 years and provide the name that your firm previously operated under.
- B. Provide complete details of any contract, during the last five (5) years, in which your firm has been fired.

C. Experience with the design of similar projects:

Describe three to four roughly equivalent projects that demonstrate the firm’s ability to perform and deliver the project at hand. For each project, the following information should be provided: project name, location, dates, physical description, brief description of project services provided, owner reference (provide telephone number and email address of references – it is the proposer’s responsibility to ensure that the listed contact and phone number is correct).

D. Project Approach:

Provide a detailed approach for achieving the project objectives.

This section will describe the overall project approach for the proposed SCADA systems and the project team. Information concerning the design and configuration of the SCADA system(s) should be provided and convey a clear understanding of the controlled systems and Owner requirements.

Multiple aspects of the project approach should be addressed including but not limited to; design/hardware, software/platform, installation, maintenance, training, future Upgrades/expandability. Proposers should clearly illustrate how they intend to execute each of these elements for this project.

E. Project team (including sub-consultants):

Provide detailed information about the project team. In terms of similar projects, summarize the qualifications, experience, education and background information, specific assignments and other significant information for each proposed member of the team. List the names and services to be performed by any sub-consultants.

F. Proposed Schedule:

Provide a detailed schedule.

G. References:

Provide the name, address, telephone number, email address and contact information of three references for which you have provided services similar to those described in this request (it is the proposer’s responsibility to ensure that the listed contact and phone number is correct). Provide the project name, and services provided for each reference. Do not duplicate references under experience (item C) above.

H. Cost Analyses:

Vendors shall submit a cost proposal that addresses various cost elements. Results of the cost analyses will be used in scoring the proposals.

I. Attachments

Include any additional information you deem essential to a proper evaluation of your proposal not included in the preceding section. These Attachments should be relevant and brief.

Each proposal must be submitted in one (1) original and three (3) copies bound to:

Effingham County Purchasing Department
Alison Bruton, Purchasing Agent
601 N Laurel Street
Springfield, GA 31329

3.10 COST TO PREPARE RESPONSES:

The County assumes no responsibility or obligation to the Vendors and will make no payment for any costs associated with the preparation or submission of the proposal.

3.11 SELECTION:

The County will select a firm which provides the most favorable combination of experience, qualifications, management and proven ability to produce deliverables “on time and within budget”

**SECTION IV
SPECIAL CONDITIONS**

4.1 STATEMENT OF DISCLOSURE:

All Vendors must provide a statement of disclosure (ATTACHMENT D) which will allow the County to evaluate possible conflicts of interest.

Interests of Public Officials.

The vendor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the BOARD immediately by written notice. For breach or violation of this clause, the BOARD may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. “*Interest*” as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term “interest” shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. *Remote interest* as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. *Family* as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

4.2 CONTRACT:

Upon receipt of the fully executed contract, the contractor shall be bound to deliver the stated services according to the terms and conditions of the contract and any addendums thereto. The County shall also be bound on the said terms and conditions to procure the services described and remit payment to the contractor when said services are completed. The successful contractor shall not commence work under this Request for Proposal until a written contract is awarded. If the successful contractor does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

4.3 PERFORMANCE AND APPROVAL OF SUB-CONSULTANTS:

The Vendor will perform the work as an independent contractor and not as an agent or employee of the County, and will secure written permission from Effingham County before subcontracting any part of this service. The County must **approve** all sub-consultants providing services.

4.4 CHANGES:

In the event a contract is awarded, the County may, with prior Board approval, make changes at any time during the contract period within the general scope of the contract and its technical provisions. If any such change causes any increase or decrease in the Vendor's cost of performing any part of the contract, an equitable adjustment shall be made in the contract prices, or in the time of performance, or in both. A written memorandum of such adjustment shall be made prior to any changes in contract pricing schedules.

4.5 TERMINATION OF CONTRACT:

Effingham County shall have the right to terminate any contract. The Proposer shall be paid for services rendered and not in question or dispute through the effective date of such termination. Further, provided a contract is awarded, if a Proposer shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the Proposer at issue, terminate the agreement with said Proposer for such default. If this agreement is so terminated, the Proposer shall be paid only for work satisfactorily completed.

**SECTION V
SCOPE AND CLASSIFICATION**

5.1 GENERAL

- A. The purpose of these SCADA projects is to implement a central infrastructure for data communications, system monitoring and control, disturbance reporting and alarming, historic data recording, analysis and reporting for the Owners waste water facilities. The infrastructure will be capable of handling the SCADA requirements of the existing facilities and will have sufficient capacity or be expandable to accommodate future requirements.
 - 1. The owner plans to negotiate final contract terms and scope of service with the selected Vendor.
 - 2. The following is a summary description of the anticipated scope of services. This information is provided as a framework for Vendor responses and cost analyses. Vendors are free to make any additions that they believe will provide value or benefit to the project.
 - 3. Appendix A contains an itemized list and specifications for the system hardware and Software requirements.
 - 4. Appendix B contains List of pricing requirements.

5.2 EXISTING SYSTEM

- A. The existing SCADA system is in place and fully functional, this is a "CITECT" System. This system cannot support wireless data with little room for expansion. I/O is in place at each facility.
 - 1. Existing system must stay full operational though installation of new system upon completion and commission of new system, decommission remove existing system including software to HMI that are to remain in place.
 - 2. Test each facility using existing system for I/O, log results in to a report and advise of any that require further review.

5.3 OVERALL CONTROL SYSTEM DESCRIPTION FEATURES/FUNCTION

- A.** The SCADA systems will be hosted on a dedicated server provide by the vendor. The server shall also act as the Central Control Workstation (CCW) will be located at the wastewater treatment plant. The Vendor will provide all components required for the CCW.
- B.** System must have a secure remote connection via VPN.
- C.** Software must support multiple protocols as needed including Modbus & Ether Net IP, and other necessary to operate proposed system.
- D.** Web access to SCADA via encrypted internet connection.
- E.** Server/Data Back-Up
 1. The server must able to be must be configured so that all necessary applications and configurations will be loaded automatically during a restart.
 2. The system must provide fully automated regular backup of all data, settings, logs and configuration information for controllers, graphical user interface and servers. These backups must operate without user input or initiation and provide sufficient data to completely restore the system after a catastrophic failure of any or all components.
 3. The system must provide a reliable and user-friendly mechanism to create a hard copy of all of the above information for offsite storage. (network location, flash/hard drives, and a cloud location)
 4. Note any additional back up procedures or offerings available to ensure the SCADA data is backed up and protected.
 5. The UPS will need to provide a method for a minimum of 20 minutes of back-up power for the server.
- F.** HMI/GUI (Human Machine Interface/Graphical User Interface)
 1. No partial license or trial version will be accepted.
 2. RFQ shall include example screens of applications similar to those for this project.
 3. The system will automatically log all alarm and events.
 4. Alarms must be capable of customizable delay times.
 5. The software must be able to provide notifications to operators via standard internet connection, text messaging, and emails. These alerts must be capable of being sent to multiple devices and repeat as necessary.
 6. Data reports and history logs shall allow long term monitoring sample rates from 1 second to 24 hours.
 7. Software must have an editor that allows for the creation of text and graphic display pages.
 8. The software must be able to have tiered security access for different entities within the organization.
 - a. Each user must have an account that is restricted to their appropriate areas of the system
 9. The system will automatically log all user activities.
 10. System communication failure monitoring.
 11. Software will monitor and report data in real-time.
- G.** **Security**
 1. Identify all connections/ access points to the SCADA system.
 2. Harden SCADA network by ensuring only needed devices/ access is available.
 3. Explain how features/ functions of the system will be utilized to ensure security of the SCADA system.
 4. Include a method of reporting system access/ audit trail for monitoring.
 5. Conduct a physical security evaluation of the completed system.
 6. Document network architecture and identify systems that serve critical functions or contain sensitive information or controls.
 7. Ensure secure passwords and access methods are used during implementation.
 8. Provide and backup and disaster recovery plan for system.

5.4 MAINTENANCE AND SUPPORT

- A. Proposals should include maintenance and support services for all components of the SCADA system including hardware, software and communications for a period of one year following owner’s acceptance. Proposals shall also include information regarding long term support options and opportunities.

5.5 TRAINING & DOCUMENTATION

- A. Training for the owner’s personnel in the operation and maintenance of the SCADA systems will be performed by the Vendor. In conjunction with this effort, Operation and Maintenance manuals and documentation that describe the system architecture, control logic and operating requirements in sufficient detail to allow the owner’s personnel to understand and troubleshoot the system shall be provided.
- B. Onsite- Quick start on site training: All training shall be scheduled so that it has been completed prior to the start of the factory testing of the system. Provide two (2) 4 hour sessions the course shall familiarize the student with the procedures for applying the system to process control
- C. Training at the Suppliers Facility
 1. The owner will send four (4) personal to attend training courses at the suppliers facilities. Travel and lodging costs are the responsibly of the owner.
 2. Training course: Provide a min of three days and a Maximum of four days at eight hours per day. The course shall familiarize the student with the procedures for applying the system to process control problems and develop student programming capability. Equipment overview including system component functions, operating principals and proper use.
 3. The contractor must include cost to provide follow-up onsite training 3 and 6 months after project completion, each one day in duration. Ongoing Support Services.
- D. The vendor shall provide 24/7 access and on-call services, technical support, and software updates

5.6 MANAGEMENT PLAN

- A. A management plan for the SCADA system will be required from the selected Vendor. The plan should detail project tasks, schedules, milestones, and responsibilities for each project. The plan will be submitted to the owner for review and approval prior to commencing work on that project.
 1. The plan shall include a Gantt-type schedule to serve as the foundation of a phased approach per Owner priorities.
 2. The owner facilities must remain operational during the work. The management plan should address any required downtime needed for installation and / or implementation of the SCADA systems. The management plan should address these requirements and clearly describe how downtime will be mitigated. The plan should also list and describe work or items to be provided by others that are necessary in order to complete the SCADA systems.

INTENTIONALLY LEFT BLANK

APPENDIX A
SCADA SYSTEM HARDWARE AND SOFTWARE

Central Control Workstation (CCW) Server Central Processing Unit

1. One (1) unit required:
2. The server / workstation computer shall be an Intel/Windows based processor. It Shall include as a minimum the following features:
 - a. Precision Workstation T3630 Tower
 - b. Intel Xeon E-2124, 4 Core , 8MB Cache, 3.4GHz, 4.5 GHz turbo
 - c. NVIDIA Quadro P4000,2 GB, 3 mDP
 - d. 16GB,2 x 8GB DDR4 2666 MHz UDIMM non –ECC
 - e. Raid 1, (Qty2) 1TB, 3.5” SATA (7,200 rpm) hard drive,
 - f. 16X DVD+/-RW CD-ROM or DVD-ROM
 - g. Keyboard and Mouse
 - h. Sound card and external speakers
 - i. Modem: Multi Tech Tapi Modem
 - j. Windows 10 Pro for Workstation (Up to 4 cores)
 - k. Microsoft Office Professional 2016
 - l. 3 year hardware service with onsite/in-home service after remote diagnosis

Monitors

1. LED Flat Panel display. The display shall be a 24" or larger.
 - a. One (1)Dell Monitor P2419H Including Sound Bar and mounting stand.
 - b. One (1) Dell P4317Q, including wall mount bracket.
 - c. The Display shall be utilized for display of station and system graphics, alarms, and real-time data display. The display shall provide for operator input and output data, report generation, and access to system utilities. Also it shall provide for multiple graphic overviews of the process system and/or sub-systems, and also be able to view multiple screens simultaneously.

Battery Back-up Operation

1. One(1) unit required
 - a. The CCW computing equipment shall include a minimum of 20 minutes of backup power. The back-up units shall be an online Uninterruptible Power Supply (UPS) system that provides power line filtering and transient protection.
 - b. The unit shall automatically transfer power when the power line fails without interrupting or restarting the system and automatically recharge the battery within 10 hours after the power returns to normal.
 - c. The UPS shall be located at the desk location of the computer and shall power the System Unit, all communications equipment, modems, network equipment, LCD display, and printer in order to maintain uninterrupted system operation. The UPS shall be APC Smart UPS-1000 VA-SMT1500.

Printer

1. The system shall include a color "graphic" laser printer with a minimum performance standard of 600dpi black and 1200dpi color resolution, capability to print up to 8 ½ x 11, 10 ppm color & 21 ppm black & white output speed, and 2500 page/month duty cycle. The printer shall provide for printing of alarm summaries, data logs, trend graphs, and reports. The printer shall be interfaced to the processor via a USB or Ethernet port.

Accessories

1. The computing equipment (including LCD display, Keyboard, and System Unit) Shall be located on top of a desk or other appropriately sized platform supplied by the Owner. All interconnecting cabling shall be plug-in and supplied by the contractor.

Hand Held HMI

1. Two (2) units required with “Client License”.
2. The hand help units shall be an Intel/Windows based processor. It shall include as a minimum the following features:
 - a. Surface Pro 6
 - b. Memory: 512GB
 - c. Processor: Intel Core 7
 - d. Communications: WiFi and Cellular.
 - e. Operating System : Windows 10 Pro
 - f. Case : Otterbox- Symmetry Series

SCADA Software

1. Manufacture: “Wonderware” bases of design,
 - a. Other manufacture must submit 10 days prior to bid. Substation submittal must include a complete list of vendors including their history within the service area for this project, matrix of differences between bases of design. Names and address of in service systems with in the service area of this project. Out of State and out of service area providers and providers with limited experience will not be acceptable.
 - b. The HMI software shall be provided with all necessary software licenses to allow operation of the system as specified and as supplied. Licenses shall cover all software; including, but not limited to, operating systems and networking software. Licenses shall be for an unlimited time for use on the hardware provided as part of the Contract or their successors. Licenses for software use and operation shall be perpetual and allow for upgrade and support of the software at the owner’s discretion in the future.
 - c. One (1) required; Wonderware: Dev Studio Large- 3K tags: DevStd-03-N-17
 - d. Two(2) required : Wonderware: InTouch, Read only, InTch-01N-17
 - e. One (1) required: Win-911 Professional Alarming Software.

INTENTIONALLY LEFT BLANK

EXCEPTION SHEET

If Commodity(s) and/or Service proposed in quote is in ANYWAY different from that contained in this proposal, the Bidder is responsible for clearly identifying all such differences in the space below. Otherwise, it will be assumed that the Bidder's offer is in total compliance with all aspects of the proposal.

Below are the only differences between my offer and the County's proposal:

Signature

Date

**APPENDIX B
COST ANALYSIS**

Criteria

1. Vendors shall include this completed cost analysis with their proposals. Where appropriate, Vendors may make additions or clarifications to the cost schedules. This cost proposal will be a key element in the scoring and ranking of Vendor proposals. Information contained in the costs analysis will be used to negotiate contract terms with the selected Vendor and must be accurate.

Capital Costs

1. Capital costs for each system shall include all initial costs required to establish complete and functional SCADA systems. These costs shall include but are not limited to; design, submittals, hardware, software, installation, programming, integration, startup/commissioning and O&M manuals.
 - a. Central Control Workstation /Sever
 - b. Hand Held HMI units
 - c. Software and license
 - d. Application Development Graphic design, Engineering including submittals
 - e. Training
 - f. Additional Work station including software and license (Not detailed in Appendix A) do not include within base bid.

Rate Sheet

1. Effingham County is interested to understand what the fees may be for onsite field work to service the SCADA systems. Vendors shall provide a rate sheet showing the hourly billing rates for, at a minimum all personnel listed in the project team. Additional staff members or positions may be listed at the Vendors discretion. The rate sheet shall indicate if the rates shown are ‘fully loaded’ (i.e. include all typical overhead and administrative fees) or not. If not, Vendor shall include these separate provide costs/rates for these additional fees.
 - a. Current Field Service Rates
 - b. Vendor shall provide the current rate/fees for a proposed ‘typical’ service call to Effingham County.
2. Assumptions for the service call include:
 - a. One field service technician will travel to and from Effingham County from the Vendor’s local office listed in the Introductory Letter.
 - b. The technician will spend an entire work day (8 hours, including travel time) for this service call.
 - c. The technician will provide SCADA system troubleshooting and programming and will supply all equipment and resources required to do so. Actual physical equipment or software will not be installed and will not be included as part of the costs for service.
 - d. Expenses for mileage, equipment usage, per diem allowances, phone and other related items should be included in the costs.
 - e. Costs for equipment or supplies shall not be included. Do not include costs for supply all equipment and supplies required.
 - f. Field Service , Electrical installation Technician
 - g. PLC –HMI programmer processor.

O&M Costs

1. Effingham County would also like to understand the long term O&M costs that may be associated with SCADA system. O&M costs will be limited to those costs necessary to maintain system software including licenses, full factory/technical support, and purchase costs for software upgrades. Vendors

- will provide an estimate of the costs required to maintain current software, including full licenses, software upgrades and access to technical support for the software package(s).
2. Future costs shall be based on the current pricing for the software systems and support. Only purchase costs for the software and support services shall be included in the cost opinion/estimate, all costs to install, program or configure the software will be handled separately.

INTENTIONALLY LEFT BLANK

ATTACHMENT A

FEE PROPOSAL

Item No.	Description	Quantity	Bid Unit Price in US Dollars	Bid Price In US dollars
Section V	SCADA System Design Services	LS		
Section V	SCADA System. Install and training	LS		
Appendix A	The server / workstation computer	Each		
Appendix A	LED Flat Panel display 2 units	LS		
Appendix A	Battery Back-up Operation	Each		
Appendix A	Printer	Each		
Appendix A	Hand Held HMI	Two EA		
Appendix A	SCADA Software	LS		
Appendix B Rate Sheet	One field service technician	1 -Day 8 Hours		-----N/A-----
Appendix B Rate Sheet	Electrical installation Technician	1 -Day 8 Hours		-----N/A-----
Appendix B Rate Sheet	HMI programmer processor.	1 -Day 8 Hours		-----N/A-----
Appendix B O & M Cost	Costs necessary to maintain system software	LS		-----N/A-----
Appendix B O & M Cost	Future costs Software upgrades	LS		-----N/A-----
Total of all Bid Prices	\$			

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities agreed.

Signed: (Sign manually, in ink) _____
 (Signature of Authorized Representative of the Company)

Name Printed: _____ Title: _____ Date: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

 Notary Public

My Commission Expires: _____, 20____

ATTACHMENT B

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with.

- 1. A drug-free workplace will be provided for the employees during the performance of the contract;
and;

- 2. Each Subcontractor under the direction of the contractor shall secure the following written certification:

_____ (Contractor) certifies to Effingham County that a drug-free workplace will be provided for the employees during the performance of this contract known as **RFP No. 20-105-005 – SCADA System - Design Build** pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___ DAY OF _____, 20___

Notary Public

My Commission Expires: _____, 20___

ATTACHMENT C

PROMISE OF NON-DISCRIMINATION STATEMENT

Know all men by these presence, that I (We), _____, _____, _____,
Name Title Name of Vendor

(herein after "Company"), in consideration of the privilege to Bid/Propose on the following Effingham

County Procurement titled **RFP No. 20-105-005 – SCADA System - Design Build** hereby consent, covenant, and agree as follows:

- A. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the Proposal submitted to Effingham County or the performance of the contract resulting there from.
- B. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract with or otherwise interested in the Company, including those companies owned and controlled by racial minorities and women.
- C. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Effingham County.
- D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of and incorporated by reference in the contract which this Company may be awarded.
- E. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

SIGNATURE

DATE:

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___ DAY OF _____, 20___

Notary Public

My Commission Expires: _____, 20___

ATTACHMENT D

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 1)

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.
3. List any convictions or civil judgments under states or federal antitrust statutes.
4. List any violations of contract provisions such as knowingly failing (without good cause) failing to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
5. List any prior suspensions or debarments by any governmental agency.
6. List any contracts not completed on time.
7. List any penalties imposed for time delays and/or quality of materials and workmanship.
8. List any documented violations of federal or any state labor laws, regulations, or standards, and any occupational safety and health rules.
9. List any potential conflicts of interest your firm may have in performing the requested services.
10. List any potential conflicts of interest that any members of your firm may have in performing the requested services.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 2)

I hereby certify that I am the _____ and duly authorized representative of _____ (Contractor) whose address is _____ and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Georgia Department of Transportation, any Federal Department or Agency, Board of Education or local municipality.

(b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation, Federal Government, Board of Education or local municipality.

(c) I further acknowledge that this firm will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

I, _____, as _____
Name of individual Title & Authority

of _____, declare under oath that the above statements,
Company Name

including any supplemental responses attached hereto, are true.

Signature

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 3)

State of: _____

County of : _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

by _____ representing him/herself to be

_____ of the company named.

Notary Public

My Commission Expires: _____, 20____

ATTACHMENT E

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contactor verifies its compliance with O.C.GA § 13-10-91, stating affirmatively that the individual, firm, or corporation that is contracting with Effingham County has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and shall agree to use this program for any newly hired employees throughout the duration of the contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Effingham County, contractor will secure from such subcontractor similar verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. The contractor further agrees to provide notice to the County of the identity of each subcontractor hired under the contract within five (5) business days of entering into a contract for hire. Such notice shall include a copy of the Subcontractor Affidavit for each subsequent subcontractor attesting to the subcontractor’s name, address, user identification number, and date of authorization to use the federal work authorization program. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Effingham County within five (5) days of the time the subcontractor(s) is retained to perform such service.

EEV/ Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____, 20____

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

ATTACHMENT F

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation that is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Effingham County has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and will agree to use this program for any newly hired employees throughout the duration of the contract. The subcontractor further agrees to provide a copy of the executed Subcontractor Affidavit to the contractor in order to be provided to the County within five (5) days entering into the contract for hire.

EEV / Basic Pilot Program* User Identification Number

Date of E-Verify Authorization

Address

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____ 20

Notary Public

My Commission Expires: _____, 20 ____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

LIST OF SUBCONSULTANTS

I _____/DO, _____/DO NOT, propose to subcontract some of the work on this project. I propose to subcontract work to the following consultants / firms:

(IF NO SUBCONSULTANTS WILL BE USED PLEASE MARK “N/A” BEFORE RETURNING)

CONSULTANT / FIRM NAME:	ADDRESS:	DESCRIPTION OF WORK/SERVICES TO BE PERFORMED:	SUBCONTRACTED AMOUNT

ATTACHMENT G

NO-BID STATEMENT

In an effort to make the procurement of construction, goods and services for Effingham County as competitive as possible, we are soliciting information from contractors and or vendors who cannot Bid. Your "responsiveness" and "constructive" comments will be appreciated. Completion of this form will assist us in evaluating factors which relate to the competitiveness of our Proposals. Please check any of the boxes below which may apply.

- Specifications - Restrictive, too "tight", unclear, specialty item, geared toward one (1) brand or manufacturer only. (Explain below)
- Manufacturing - Unique item, production time for model or item has expired, etc.
- Proposal Time - Insufficient time to properly respond to Proposal or bid.
- Delivery Time - Specified delivery time cannot be met.
- Payment - Delay in payment terms. Please be specific.
- Bonding - We are unable to meet bonding requirements.
- Insurance -We are unable to meet insurance requirements.
- Removal - From Vendors list for this particular commodity or service.
- Keep - Our Company on your Vendors list for future reference.
- Project is - Too Large _____ Too Small _____
- Site Location Too Distant.
- Miscellaneous - Do not wish to Bid, do not handle this type of item (s), unable to compete, contract clause (s) not acceptable, etc. Please be specific.

CONSTRUCTION PROJECTS: Please provide reason for obtaining a Proposal package. Check one below.

Interest in this project as a:

Prime Contractor _____

Sub-Contractor _____

Supplier _____

RFP No. 20-105-005 – SCADA System - Design Build

Signature: _____

Telephone Number: _____

Firm Name: _____

ATTACHMENT H

Legal Notice

**RFP No. 20-105-005
SCADA System - Design Build**

Effingham County, Georgia is seeking proposals from firms interested in providing Design build services.

Sealed proposals are due by **11.00am (Eastern Time) Friday, March 20, 2020** and must be mailed or hand delivered to the Effingham County Purchasing Office, 601 N. Laurel Street, Springfield, GA 31329.

A copy of this Request for Proposal is available at the address listed above or online at www.effinghamcounty.org - Purchasing tab. For additional information please contact, Alison Bruton at (912) 754-2159 ext 4572 or via email: abruton@effinghamcounty.org.

EFFINGHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND ALL PROPOSALS AND TO WAIVE ALL FORMALITIES. "EFFINGHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL VENDORS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS".

INTENTIONALLY LEFT BLANK

SAMPLE CONTRACT (page 1)

Services Contract

Between

Effingham County Board of Commissioners
601 North Laurel Street
Springfield, GA 31329

and

COMPANY NAME
ADDRESS
ADDRESS

This Contract (hereinafter referred to as "Contract" or "Agreement") is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "Board" and/or "County") and **COMPANY NAME** (hereinafter called the "Contractor"). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

WITNESSETH

WHEREAS, the Board desires to engage a qualified company as specified in **BID NUMBER AND NAME**; and

WHEREAS, the Contractor has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the Board and the Contractor as follows:

ARTICLE I TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1 TERMS OF SERVICE.

The scope of services and the terms and conditions of performance shall be as specified in this document and in **BID NUMBER AND NAME** and related addenda which are hereby adopted and incorporated as if set forth fully herein.

SECTION I.2 CONTRACT.

This Contract will commence on **DATE** and terminate on **DATE** with automatic renewal options for three (3) additional one (1) year terms provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the County and the Contractor or:

- A. Unless otherwise directed by the Effingham County Board of Commissioners.
- B. Unless budgeted funds are not appropriated.

OR

SECTION I.2 CONTRACT.

This Contract is one time lump sum in the amount of _____.

SECTION I.3 REQUIREMENT FOR MANDATORY PERFORMANCE.

The words "shall", "will" and "must" may be used interchangeably in this Contract and in any case will indicate mandatory.

SECTION I-4 PERSONNEL AND EQUIPMENT.

The Contractor represents that it has secured and will secure, at its own expense, all personnel and equipment necessary to perform the services of this Contract, none of whom shall be employees of, nor have any contractual relationship with Effingham County. All of the services required hereunder will be performed by the Contractor under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

SECTION I-5 CHANGES TO THIS CONTRACT.

The County may, at any time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the Contractor's compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the County and the Contractor shall be incorporated in written amendments to this Contract.

SAMPLE CONTRACT (page 2)

SECTION I-6 TERMINATION OF CONTRACT FOR CAUSE.

County may terminate this Contract for cause or Contractor's persistent failure to perform the work in accordance with the Contract Documents. If County terminates the Contract for cause, Contractor shall not be entitled to any further payment from the effective date of the termination which shall be stated in the termination letter sent by the County.

SECTION I-7 TERMINATION OF CONTRACT WITHOUT CAUSE.

County may terminate without cause, upon seven (7) days written notice to Contractor. In such case, Contractor shall be paid for completed and acceptable work executed in accordance with this Contract prior to the effective date of termination. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

SECTION I-8 TERMINATION OF CONTRACT FOR LACK OF FUNDING.

The obligation of the County for payment to the Contractor is limited to the availability of funds appropriated in the current fiscal year by the Effingham County Board of Commissioners.

SECTION I-9 INDEMNIFICATION.

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless County and its officers, directors, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out or relating to the performance of the work, but only to the extent caused by any negligent or willful act or omission of Contractor, its subcontractors and suppliers, or any individual or entity directly or indirectly employed by them to perform any of the work or anyone for whose acts any of them may be liable.

The Contractor's obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed upon contract price as shown in this Contract or by the scope and amount of insurance maintained by the Contractor.

SECTION I-10 COVENANT AGAINST CONTINGENT FEES.

The Contractor shall comply with the relevant requirements of all Federal, State, County or other local laws. The Contractor warrants this it has not employed or retained any company, person, other than a bona fide employee working solely for the Contractor, for any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the Board shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION I-11 PROHIBITED INTERESTS.

- A. Conflict of Interest. The Contractor and its subcontractors warrant that they presently have no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further agrees that, in the performance of the Contract no person having such interest shall be employed.
- B. Statement of disclosure: Contractor must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

Interests of Public Officials.

Contractor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the County immediately by written notice. For breach or violation of this clause, the County may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. "Interest" as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. *Remote interest* as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total

SAMPLE CONTRACT (page 3)

shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. *Family* as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

SECTION I-12 AUDITS AND INSPECTIONS.

At any time during normal business hours and as often as the County may deem necessary, the Contractor and its subcontractors shall make available to the County and/or representatives of the County, examination all of its records with respect to all matters covered by this Contract. It shall also permit the County and/or representatives of the County to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the County or at the offices of the Contractor as requested by the County.

SECTION I-13 INDEPENDENT CONTRACTOR.

Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Agreement.

SECTION I-14 NOTICES.

All notices shall be in writing and any notices, demands, and other papers or documents to be delivered to Effingham County, Georgia, under this Contract shall be delivered in person or transmitted by certified mail, postage prepaid to 601 North Laurel Street, Springfield, Georgia 31329, or at any such other place as may be subsequently designated by written notice to the Contractor.

All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be transmitted by certified mail, postage prepaid, to **Contact Person, Company Name and Address.** It shall be Contractor's responsibility to inform the County of any change to this contact address.

SECTION I-15 COMPLIANCE WITH LAWS.

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the work, including by not limited to Effingham County building code and permitting requirements and other local requirements as applicable.

SECTION I-16 ASSIGNABILITY.

The Contractor shall not assign or transfer any of its rights, obligations, benefits, liabilities, or other interest under this Contract without written consent of the County.

SECTION I-17 GOVERNING LAW.

This Contract shall be governed by the laws of Georgia, with venue in Effingham County.

ARTICLE II COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES

SECTION II-1. COMPENSATION FOR CONTRACTOR SERVICES.

The County shall pay the Contractor for his services as follows:

See attachment A for fee schedule.

These rates and fees shall remain in effect until **DATE,** without exception.

All invoices shall contain the following :

Date services performed

Detailed account of services performed

Location of services performed

Name of employee providing said services

Name of County employee requesting said services

SAMPLE CONTRACT (page 4)

No work shall take place without advanced written approval of the County's engineering department. If the Contractor commences any work prior to receiving written approval, he does so at his own risk.

No work outside the scope of work contained in the RFP will be performed without the advanced written approval of the County's engineering department.

Advance payments prior to any work shall not be granted unless specified in writing.

Progress payments or draw shall not be granted unless specified in writing.

Notwithstanding any other payment provisions of this contract, failure of the Contractor to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of payment under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor. The County will immediately notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

SECTION II-2. PAYMENT OF TAXES AND FEES.

The Contractor shall pay the cost of any taxes, permits, fees, or licenses required to complete and satisfy the requirements of this Contract.

SECTION II-3. QUANTITIES GUARANTEED.

The Contractor represents, understands and agrees that this is an "ON CALL" / "LUMP SUM" contract, to guarantee pricing for services contained herein.

ARTICLE III INSURANCE REQUIREMENTS

SECTION III-1. INSURANCE PROVISIONS: Contractor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.

General Information that shall appear on a Certificate of Insurance:

1. Name of Producer (contractor's insurance Broker/Agent).
2. Companies affording coverage (there may be several).
3. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
4. A Summary of all current insurance for the insured (includes effective dates of coverage).
5. A brief description of the operations to be performed, the specific job to be performed, or contract number.
6. Certificate Holder (This is to always include Effingham County).

Limits of Insurance:

Effective coverage shall have the following limits:

- A. Commercial General Liability of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting there from. Excess or umbrella liability coverage shall be required for contracts pertaining to road construction or repairs, automotive or motor vehicle repairs, or for contracts over \$1,000,000.00.
- B. Commercial Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- C. Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident or disease.

SAMPLE CONTRACT (page 5)

Special Requirements:

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
- B. **Extended Reporting Periods:** The contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage.
- D. **Cancellation/Non-Renewal Notification:** Each insurance policy shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.
- E. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The CONTRACTOR must ensure Certificates of Insurance are updated for the entire term of the Contract.
- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5)year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.
- H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses

Additional Coverage for Engineering, Architectural and Surveying Services:

Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants. Minimum Limits: \$1,000,000 per claim/occurrence. Coverage Requirement: If "claims made," retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if "tail" coverage has been purchased and the duration of the coverage.

ARTICLE IV WAIVERS AND EXCEPTIONS

No failure by County to enforce any right or power granted under this Contract, or to insist upon strict compliance by Contractor with this Contract, and no custom or practice of County at variance with the terms and conditions of this Contract shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Contract.

ARTICLE V GENERAL PROVISIONS

This Contract supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for County and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any matter whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Contract. Any modification of this Contract will be effective only if set forth in writing and signed by the party to be charged.

Contractor warrants that it will not, in the performance of this Contract, illegally discriminate on the basis of race, color, sex, or national origin.

This Contract will be governed by and construed in accordance with the laws of the State of Georgia. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will

SAMPLE CONTRACT (page 6)

continue in full force and effect without being impaired or invalidated in any way.

If Contractor dies or is dissolved prior to the completion of this Contract, any moneys that may be due to Contractor from County for services rendered prior to the date of death or dissolution shall be paid to Contractor's executors, administrators, heirs, personal representative, successors, or assigns.

**ARTICLE VI
AUTHORITY TO EXECUTE AND ENTER AGREEMENT**

By his, her, or their signature(s) below, the person or persons signing on behalf of Contractor warrant that (1) they are authorized to sign on behalf of Contractor; (2) that to the extent Contractor; is an entity rather than an individual, the entity is currently in existence and is validly registered with appropriate government officials; and (3) that the individual and entity contracting herein are in compliance with all Georgia requirements related to federal and state immigration laws and the use of E-Verify and shall remain in compliance during the term of this Contract.

INTENTIONALLY LEFT BLANK

SAMPLE CONTRACT (page 7)

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Contract to be signed, sealed and delivered.

This ____ day of _____, 2019.

COMPANY NAME

Signature

Title

Witness - Signature

Witness - Title

**BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA**

WESLEY CORBITT, CHAIRMAN

Attest:

Stephanie Johnson, County Clerk

CONTRACT NO. NUMBER

COMMISSION APPROVAL DATE:
