



Request for Proposal
2024-003

Telecommunications

June 10, 2023

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SCHEDULE

June 20, 2023 – Mandatory Pre-Bid Meeting at 2:00 p.m.

June 28, 2023 – Last date for questions

July 11, 2023 – 2:00 pm Deadline for receiving Bids, Bid Opening to follow immediately after.

INTRODUCTION

Spalding County is requesting proposals for Voice Over Internet Protocol (VOiP) Phone System, hosting, and select handset line recording. Submittals will be received until 2:00 PM on Tuesday, July 11, 2023. Bids received after this date and time **WILL NOT** be considered and it is the responsibility of the bidding firm to have its Proposal submitted before the deadline.

The RFP submittal (1 original, 3 copies) and a CD or memory stick containing the entire submittal formatted to be read with Microsoft® software products or Adobe® PDF software must be delivered to Spalding County Administrative Services Department in a sealed package, clearly marked on the outside and addressed to:

Spalding County
Terri Bass, Purchasing Agent VOiP RFP 2024-003
119 E. Solomon Street Griffin, GA 30223
Office: (770) 467-4226

CONTACT

Questions regarding this RFP must be directed in writing to the Spalding County representative below. All questions must be in writing and are to be emailed to the contact with the subject, "VOiP RFP Question". NO PHONE CALLS

Spalding County
Terri Bass, Purchasing Agent -VOiP RFP #2024-003
119 E. Solomon Street Griffin, GA 30223
tbass@spaldingcounty.com

EXECUTIVE SUMMARY

Spalding County currently utilizes a Managed IP solution integrated with the county's network using VLANs to provide a cloud-based phone solution across all twenty-nine (29) county owned locations. In addition, the county utilizes several different internet providers (City of Griffin, AT&T, and Comcast) which distribute internet access across its network to all building locations to provide direct access to software, backup, and email hosting services. The selected vendor will ensure the system will operate seamlessly across the various internet providers, work across the twenty-nine (29) locations, and not interfere or interrupt internet services – our intent is to ensure continuity of service in all aspects of our daily business.

OVERVIEW

Spalding County serves 68,909 residents and consists of 32 physical network locations housing 650 employees that utilize 450 VoIP devices. The County wishes to move from a Capital Expense model to an Operating Expense model for its Unified Communications; receiving a monthly bill, per user and/or device, rather than costly expenses to maintain an on-premises system. The existing Cisco based Call Manager System is reaching the end of life and limited by antiquated, on-premises, server functionality. The purpose of this RFP is to move to a cloud-based, integrated, universal state-of-the-art system that will enhance the County's communications resources.

SCOPE OF SERVICES

Spalding County seeks qualified potential vendors to provide a cloud-based phone system that meets the county's daily operational needs while providing disaster recovery and business continuity. The RFP is to solicit offers from qualified vendors who can provide managed high quality, competitively priced communications including Voice Over Internet Protocol (VOiP) telephones, eFax services, and handset recording. This RFP is a complete turnkey for products and services for existing networks/systems, with the inclusion of the 'Telephone Service' portion of the bid designed to replace our existing telephone system and related services. The vendor will be required to dismantle the current VOiP system, coordinate with various internet providers, network and reconfigure the system for seamless, uninterrupted connectivity for our citizens. The vendor will also be responsible for providing switches and connectivity to the network and supply the required infrastructure (i.e., Cat 6, wall jacks, switches, connectivity). The vendor will also have to integrate with our current fiber connections to all county locations.

INTENT

The Scope of Work is an integral part of this RFP and as such, successful Vendors will need to address all requirements within this RFP document, Exhibits, and Attachments not just items contained in this section. The intent of this document is to set forth the requirements of the system's performance. This Scope of Work and the details within this RFP are to be used as a general guide and are not intended to be a complete list of all work necessary to complete the project. It is intended to include all labor and materials, equipment, tools, and transportation necessary for the proper implementation of the project and to require the complete performance of the Vendor's work in spite of any omission of specific reference to any minor component of the project, and to act as a guide to the Vendor so that all necessary items and costs necessary for the project will be incorporated into proposal pricing. Vendors shall provide pricing to include all required hardware, software, mounting apparatus, cabling, installation, licenses, and training. The system shall be fully operational at the completion of the installation with seamless implementation into the county's business processes.

TELEPHONE SYSTEM ARCHITECTURE

The successful vendor will provide broad experience in all areas of centralizing department phone systems, implementing features, installation, and providing additional items as necessary to complete the project successfully. It is the full responsibility of vendors to ensure that all hardware, software, and materials needed to install a Phone System be compatible and have complete functionality with the county's current configuration and interface with all aspects of the county's procedures in accepting inbound and outbound phone calls. With this in mind, the county seeks vendors to provide pricing on the following.

The guideline here is that everything is provided and managed by the vendor. All equipment will be purchased from the vendor; the vendor will be responsible for routing telephone traffic between facility locations to whatever head-end systems are needed by the vendor. The county will only be responsible for "inside wiring" between the vendor's equipment and phone handset at each location. However, if the new system cannot integrate with the county's network the vendor will be responsible for running new CAT 6 lines and installing new CAT 5e or 6 jacks for VOiP services. The specification details in Attachment A pertain mainly to this option and this is the most desired option for the county.

EMAIL/SMARTPHONE INTEROPERABILITY

Spalding County is looking to partner with a vendor that can provide access to a hosting subscription service that grants access to email accounts and to Smart Phone commercially available applications that connect to the VoIP telephone desktop units. The county is looking to use its' subscription-based Microsoft Office 365 service to seamlessly connect email service for voicemail and return call options. If a minimum

contract is required for this interoperability service, please state as such in the vendor proposal of services. This service should provide hosted domain name and any/all back-office requirements to the connected service without jeopardizing security.

SYSTEM COMPONENTS

All components used in the proposed system shall be new and unused in current production. Refurbished, Used, demonstrator, prototype, or discontinued models are not acceptable. The equipment shall be the manufacturer's standard. The vendor's equipment shall be equipped with the manufacturer's standard equipment and accessories which are included as standard in the published specifications for the unit. No such item of equipment or component shall be removed or omitted for reason that it was not specified in the proposal. Any accessories not specifically mentioned herein but necessary to furnish a complete engineered unit ready for use, shall be included. Spalding County reserves the right to substitute any equipment from vendor's proposal dependent on pricing and county budget structure. Hardware must allow for distribution of voice, video, or data signal to other buildings within the county as necessary. Capacity must allow for all users' simultaneous use. The items requested within this RFP for eligible products and services must be itemized. (Note: It is the vendor's responsibility to check for updates and corrections prior to submitting bids/quotations.)

SYSTEM INSTALLATION AND DOCUMENTATION

It is the responsibility of the awarded vendor to conduct a thorough site survey to determine which components may require hardware, and to procure and install all such necessary hardware. At the end of the project, the vendor will provide system documentation that encompasses all equipment users' manuals, system connectivity diagrams, and other information as required by the county.

SYSTEM ACCEPTANCE

Following installation of the Phone System upgrades, the county will work with the Vendor to ensure successful acceptance of equipment, installation, design, and programming of the installed telephone system. System acceptance will ensure each element of the installed system performs as required by the scope of work and contract and as expected by county staff. Evaluation of system feature performance and system accuracy will be evaluated as a part of the project acceptance in accordance with all applicable standards.

PROPOSER SUPPORT AND SERVICE REQUIREMENTS

This part of the proposal reflects planning, engineering, design, implementation, servicing, and maintenance support requirements for the proposed services during the length of agreement and/or warranty period. The proposer(s) must attach a copy of the proposed solution, service, and maintenance policies and procedures to which the

proposer(s) will adhere during the length of the agreement. Spalding County is actively seeking a sole vendor to commit to supporting this project, both operationally and technically, for a minimum of 3 years. The sole vendor shall be the same vendor who plans, engineers, designs, and implements the project.

The county minimally requires the levels of support in the following primary areas. All proposer(s) must present their proposed level of support within the areas and requirements presented below. They are:

- Operational support: Proactive and dynamic support of the short and long-term critical operation and maintenance of the proposer(s) provided solution. This includes engineering, design, implementation, troubleshooting, servicing, and maintenance. Utilizing ongoing monitoring techniques that will diagnose problems and allow for circumstance sensitive recovery procedures acceptable to the county. Operational support must meet all required service levels as defined, specified, and proposed.
- Technical support: Provide ongoing assessment and troubleshooting support of the proposer(s)' solution and services.

RESPONSE TIME AND SERVICE HOURS

1. Proposer(s) submitting solutions shall furnish service technicians to respond to emergency requests with a two-hour response time. Proposer(s) shall present procedures for responding to emergencies, including the number of qualified and trained technical staff within the immediate region in direct support of the county. Proposer(s) must acknowledge their clear understanding of the county's requirements and their commitment to meet the same.
2. Proposer(s) submitting shall furnish around the clock service, 24 hours per day/7 days a week/ 365 days per year, including weekend and county observed holiday schedules and provide necessary service procedures and qualified personnel available throughout the year in support of the County's PhoneSystem.

PERFORMANCE GUARANTEE

Proposer(s) guarantees that services acquired or already in use during the term of the resulting Agreement will:

1. Perform to the county's satisfaction or, at the county's option, will be replaced at no charge to the county. There will be no removal charge on services removed because of non-performance.
2. Proposer(s) must present their proposed services configuration and contingency plan that will support a "no downtime" scenario.
3. Successful Proposer(s) must identify and present problem resolution and escalation procedures.

PREVENTATIVE MAINTENANCE

Maintenance and service including regularly scheduled non-disruptive preventative maintenance work must be performed by the Proposer(s)' designated service representatives only. The county must be advised with ample lead time (minimum of 5 business days or longer so we can plan for the event, emergencies will be handled as such and handled through the established escalation process) of any network services maintenance activity which will require downtime of network facilities and/or services. Proposer(s) and county will mutually determine when the desired maintenance window will occur.

DELIVERY AND INSTALLATION

Proposed Phone System services shall be completely provided and installed by the successful proposer(s). Proposer(s) must specify time required for complete installation of services conversion, testing, acceptance, and training. Proposed Phone System services shall conform to all applicable Federal, State, Regional, Local, and Industry codes.

Proposed Phone System services must conform to all Federal, State and Local codes and regulations pertaining to services and installation.

WARRANTY

Following installation and Phone System installation acceptance by Spalding County, the warranty period shall begin. The equipment and installation shall be guaranteed by the vendor for a minimum of one year. Additional warranty options will be considered by the county and should be submitted with the vendor's proposal.

The Vendor shall ensure continued functioning and compliance of all equipment and programming, during the warranty period agreed upon, at no cost to the county. Any equipment that fails during the warranty period shall be replaced with a spare until the failed unit is repaired or replaced with a fully functioning unit by the vendor. All warranties, repairs, and replacements should be provided free of charge and in a timely manner.

CONTRACT

Vendors are expected to provide proposals and associated agreements for a 3-year term. Spalding County plans on signing agreements prior to the end of the 2024 calendar year, thus vendors are expected to include all and any promotional offerings that run through the end of 2023. Vendors are advised to craft agreements with the consideration that this type of solution is being bid and it is important to note that, although agreements can be

signed prior, the actual purchase of services, labor or maintenance cannot officially take place until January 3, 2024. In addition, vendors must provide the county with a legal agreement clause that permits the county to terminate the contract with 60 Days prior notice, if the county deems it to be within our best interest.

FACILITIES

Please take note that Spalding County consists of twenty-nine (29) facilities. Building locations are as follows:

| | |
|--|--|
| Public Defender Building 141 W. Solomon Street Griffin, GA | Courthouse Annex 119 E. Solomon Street Griffin, GA |
| Courthouse 132 E. Solomon Street Griffin, GA | Solomon East/Tax Commissioner 411 E. Solomon Street Griffin, GA |
| Solomon East/Tax Assessor 419 E. Solomon Street Griffin, GA | Solomon East/Juvenile Probation 429 - 433 E. Solomon Street Griffin, GA |
| Dept. of Veterans Services 819 Memorial Drive Griffin, GA | Elections 825 Memorial Drive Griffin, GA |
| Cooperative Extension 835 Memorial Drive Griffin, GA | New Animal Shelter 105 Justice Boulevard Griffin, GA |
| Leisure Services Office 843 Memorial Drive Griffin, GA | Correctional Institution 295 Justice Boulevard Griffin, GA |
| Senior Center 885 Memorial Drive Griffin, GA | Law Enforcement Complex 401 Justice Boulevard Griffin, GA |
| Health Department 1007 Memorial Drive Griffin, GA | Sanders Fire Station 600 Carver Road Griffin, GA |

Cabin Fire Station
3865 Jackson Road
Griffin, GA

Blalock Fire Station
5756 Highway 16 West
Griffin, GA

Roberts Fire Station
841 South McDonough Road
Griffin, GA

Woodruff Fire Station
4245 Old Atlanta Road
Griffin, GA

Gary Reid Fire Station
1843 Jordan Hill Road
Griffin, GA

L.B. Norton Fire Station
765 Vaughn School Road
Griffin, GA

Public Works
1515 Williamson Road
Griffin, GA

City Park Gym
601 Camp Norther Road
Griffin, GA

Fairmont Park Gym
241 Blanton Avenue
Griffin, GA

Law Enforcement Complex
401 Justice Boulevard
Griffin, GA

Special Operations
1121 Cain Lane
Griffin, GA

Ambucs
890 High Falls Road
Griffin, GA

Heritage Park Museum
547 N. Third Street
Griffin, GA

Aquatics Center
561 Rehoboth Road
Griffin, GA

SCCM/SCWA
300 Justice Boulevard
Griffin, GA

QUALIFICATIONS

Qualified vendors must be licensed or authorized to provide the requested products and services; that demonstrate the technical and professional capacity to deliver the products and services described or requested in this RFP; and that have demonstrated a successful history of satisfactory product delivery or service provision regarding these products and services. In addition, the county will consider the following factors:

- A company with at least five (5) years' experience in providing, installing, and maintaining an integrated Telephone System environment across multiplesites.
- Be licensed to conduct business in the State of Georgia.
- Demonstrate to the satisfaction of the county that the proposer(s) has adequate financial resources, experienced personnel assigned to the project, and expertise to perform the required services.
- Experience with Local Governments.

The county reserves the right to request additional information or to meet with vendors to discuss points in the proposal before and after submission, all of which may be used in forming a staff recommendation to the Board of Commissioners, and for the Board of Commissioners to interview vendors. This is to include demonstrations of vendor's solutions.

The county reserves the right to reject any and/or all proposals. The county reserves the right to accept or reject in part or in whole any and/or all proposals submitted, and to waive any technicalities or informalities for the best interest of the county. Spalding County reserves the right to award based upon individual line items, sections, or total proposal. The county may also accept or reject any of the alternates that may be set forth in a proposal. The county may reject the proposal of a vendor who is not, in the opinion of the county, in a position to satisfactorily perform the contract. The county reserves the right to reject any proposal if the evidence submitted by, or investigation of, such vendor fails to satisfy that such vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

PROPOSAL PACKAGE

The Proposal Package submitted by each Bidder shall include the following minimum information:

- Cover Letter
- Bidder's Proposal Details
 - Itemization of all system components
 - Service and maintenance policies
- Qualifications and Experience
 - Description of similar projects

Three (3) current written references directly related to the requirements of this RFP

- Evidence of required Licenses/Certifications/Certificates of Insurance to legally provide services requested
- Exhibit A - Bid Proposal Form
- Exhibit B - Bid Bond
- Contractor Affidavit (notarized)
- Subcontractor Affidavit (notarized)
- W-9
- Itemize Pricing Addendum (if applicable)
- Exceptions or Limitations Addendum (if applicable)

Vendors that do not address each section listed above may be considered as nonresponsive bidders by the county.

BID EVALUATION

Although the cost of the product/service is of primary concern, the ability to accommodate growth and change and the total cost of operation (TCO) within the count are, in many ways, more important. Do not assume the lowest bid will be awarded the project.

To achieve this goal, bids will be evaluated on several factors.

- Prices/charges
- Prior experience
- Understanding of needs
- Financial stability
- Personnel qualifications
- Ability to upgrade and adapt to technological advances
- Completeness of response and adherence to bid specifications
- Summary of project implementation plan.

AWARD

All proposals will be considered on proposal merit and based upon the results of the Bid Evaluation. The county shall award based on the most responsive and qualified proposer whose proposal is determined to be the most advantageous to the county. Spalding County reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The county also reserves the right to waive minor irregularities or variations to the specifications and in the proposal process.

BOND REQUIREMENTS

If proposer is notified in writing by statutory mail of the acceptance of this bid within thirty-five days after time set for the opening of bids, proposer agrees to execute within ten days the Contract for the Work for the above stated Bid, as adjusted by the accepted Alternates, and at the same time to furnish and deliver to Spalding County a Performance Bond in an amount of equal to 100 percent of the Contract Sum.

INSURANCE REQUIREMENTS

Insurance requirements are outlined in the General Conditions of this Request for Proposal. The Bidder must provide proof of Workers Compensation and General Liability Insurance upon award of the bid.

PREPARATION OF PROPOSAL

A. REQUEST FOR PROPOSAL shall be prepared in accordance with the following:

1. The enclosed Proposal Form, attached hereto as "Exhibit A", shall be used when submitting your REQUEST FOR PROPOSAL.
2. All information required by the Proposal Form shall be furnished. The CONTRACTOR shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
3. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
4. Alternate Proposals will not be considered unless authorized by the REQUEST FOR PROPOSAL.
5. CONTRACTORS will not include federal taxes nor State of Georgia sales, excise, and use taxes in prices, as the county is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
6. The CONTRACTOR shall make all investigations necessary to thoroughly inform themselves about any and/or all conditions related to the performance of the contract. Plea of ignorance by the CONTRACTOR of conditions that exists or may hereafter exist because of failure or omission on the part of the CONTRACTOR to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes.
7. Prices quoted must be FOB Spalding County Georgia with all transportation charges prepaid unless otherwise specified in the REQUEST FOR PROPOSAL.
8. Deliveries are to be FOB Destination unless otherwise specified in the REQUEST FOR PROPOSAL.
9. Deliveries are to be made during regular business hours.
10. Proposals shall be valid for a minimum of ninety (90) days, unless otherwise stated on the REQUEST FOR PROPOSAL

SUBMISSION OF PROPOSALS

1. Proposals and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Proposal Form. The name and address of the CONTRACTOR, the date and hour of the REQUEST FOR PROPOSAL opening and the material or service shall be placed on the outside of the envelope.
2. REQUEST FOR PROPOSAL must be submitted on the forms furnished. Electronic proposals will not be considered unless allowed by the county and stated in REQUEST FOR PROPOSAL.

REJECTION OF PROPOSALS

1. The county reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The county shall be the sole judge of the submittals. The county's decision shall be final.

WITHDRAWAL OF PROPOSALS

1. Proposals may not be withdrawn after the time set for the opening for a period as specified.
2. Proposals may be withdrawn prior to the time set for the opening. Such a request must be in writing.

LATE PROPOSALS

1. REQUEST FOR PROPOSAL and modifications received after the time set for the opening will not be considered.
2. Modifications in writing received prior to the time set for the opening will be accepted.

LOCAL, STATE, AND FEDERAL COMPLIANCE

1. PROPOSERS/CONTRACTORS shall comply with all local, state, and federal directives, orders, and laws as applicable to the REQUEST FOR PROPOSAL and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
2. Spalding County requires that the CONTRACTOR selected will not discriminate under the contract against any person, in accordance with federal, state, and local government regulations.

COLLUSION

1. The CONTRACTOR, by affixing their signature to the Proposal Form, agrees to the following:

"The CONTRACTOR certifies that their REQUEST FOR PROPOSAL is made without previous understanding, agreement, or connection with any person, firm or corporation making a Proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

AWARD OF REQUEST FOR PROPOSAL

1. The REQUEST FOR PROPOSAL will be awarded to the qualified CONTRACTOR with the best value Proposal whose Proposal, conforming to the REQUEST FOR PROPOSAL, is most advantageous to Spalding County, price and other factors considered.
2. Spalding County reserves the right to accept and award item by item, and/or by group, or in the aggregate.
3. A written award of acceptance (Purchase Order) mailed or otherwise furnished to the successful CONTRACTOR shall result in a binding contract without further action by either party.
4. Unless otherwise noted in the specifications, the length of the agreement shall be one year, with 2 one-year renewals possible based on the mutual consent of the parties.
5. Upon award, for construction projects, the Contractor will be required to complete/execute Spalding County's Contract and General Conditions for Construction Services.

NOT RESPONSIBLE FOR COSTS

1. The county shall not be responsible for any cost incurred by a prospective CONTRACTOR in responding to this REQUEST FOR PROPOSAL.

BONDS

1. The proposal is greater than \$200,000 a Bid Bond and Payment and Performance Bond is required. For proposals less than \$200,000, the county may waive the requirement as it deems necessary. The requirement of any bonds is stated within the REQUEST FOR PROPOSAL.

Bid Bond:

- If the Base Bid or the Base Bid plus the sum of any alternates falls into the criteria above requiring a Bid Bond, the bidder shall enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to Spalding County as a guarantee that the Bidder will not withdraw its bid for a period of ninety (90) calendar days after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

Performance and Payment Bonds:

- In the event the Contract is awarded to the Bidder, Bidder will thereafter enter a written contract with Spalding County and furnish a Payment and Performance Bond in an amount equal to the contract price. Failing to do so, Bidder shall forfeit its bid security. Payment and Performance Bond shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Georgia. The following exceptions to bidder providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the county an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security shall be in the amount of the bid.

PUBLIC INFORMATION

1. All information contained in this Proposal is public information, and as such will be handled in accordance with Georgia O.C.G.A. Title 50 Section 18.

ADDITIONAL INFORMATION

1. Spalding County reserves the right to require Firms to provide references and information on previous similar experience prior to award of the contract.

QUESTIONS

1. Any questions about the REQUEST FOR PROPOSAL should be communicated according to the instructions in the REQUEST FOR PROPOSAL.

INDEMNIFICATION AND INSURANCE

1. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the county, its commissioners, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the county in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR

against the county and the CONTRACTOR hereby waives its entitlement, if any. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

INSURANCE

The CONTRACTOR shall not commence any Work until they have obtained all the following applicable types of insurance and such insurance has been approved by the county, has named the Spalding County as an additional insured, except for Worker's Compensation Coverage, nor shall the CONTRACTOR allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Georgia, Department of Insurance authorizing it to write insurance policies in the State of Georgia and be doing business in the State of Georgia. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class VI as identified in the latest issue of "Best's Key Rating Guide" unless otherwise accepted by the county in writing.

The CONTRACTOR's insurance, and the insurance of any other party bound to the CONTRACTOR, shall be considered primary. The county's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions. Certificates of Insurance acceptable to Spalding County for the CONTRACTOR's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the CONTRACTOR. Certificates of Insurance and the insurance policies required shall contain a provision under General Liability, Auto Liability, and Workers' Compensation to include a Waiver of Subrogation clause in favor of Spalding County.

Certificates of Insurance and the insurance policies required shall contain a provision under General Liability, Auto Liability, and Excess Liability to include Spalding County as Additional Insured, including Completed Operations (Form CG 20 10 and CG 2037 or equivalent). Other Additional Insured forms might be acceptable but only if modified to include ongoing and completed operations. A copy of the endorsement to the policy shall be provided with the certificate of insurance. All Certificates of Insurance shall be dated and shall show the name of the insured CONTRACTOR, the specific job by name and job number, the name of the insurer, the policy number, its effective date and its termination date and a list of any exclusionary endorsements.

All the above referenced Insurance coverage is required to remain in force for the duration of the project and for the duration of the warranty period. Accordingly, at the time of

submission of final application for payment, CONTRACTOR shall submit an additional Certificate of Insurance along with evidence of continuation of such coverage. The failure of Spalding County to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors' coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by Spalding County of contractor's obligation to procure, maintain, and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractors liability arising out of the work performed or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage, and limits. The required minimum policy limits set forth shall not be construed as a limitation of CONTRACTOR's right under any policy with higher limits, and no policy maintained by the CONTRACTOR shall be construed as limiting the type, quality, or quantity of insurance coverage that CONTRACTOR should maintain. CONTRACTOR shall be responsible for determining appropriate inclusions, coverage, and limits, which may be more than the minimum requirements set forth herein.

The failure of CONTRACTOR to always comply fully and strictly with the insurance requirements set forth herein shall be deemed a material breach.

LOSS DEDUCTIBLE

If the insurance of any CONTRACTOR or any subcontractor contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s), or self-insured retention(s).

SUBCONTRACTOR'S INSURANCE

CONTRACTOR shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation, Employer's Liability coverage, Automobile Liability insurance, and Excess Liability insurance coverage meeting the same limit and requirements as the CONTRACTOR's insurance. CONTRACTOR shall also obtain from each subcontractor a written indemnification in form and substance identical to the indemnity as set forth in Part 1 above.

CERTIFICATE OF INSURANCE

The county shall be furnished proof of insurance coverage as follows:

- The name of the insured CONTRACTOR, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.

- Statement that the insurer will mail notice to the county and a copy to the county's representative at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy.
- Certificate of Insurance shall be in the form as approved by the county and such Certificate shall clearly state all the coverage required in this Article.
- If requested by the county, the CONTRACTOR shall furnish complete copies of the awarded bidder's and subsequent Subcontractor's insurance policies, forms, and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the CONTRACTOR or by any of its representatives which indicate less coverage than required by the Contract Documents does not constitute a waiver of the CONTRACTOR's obligations to fulfill the requirements of this Article.

WORKERS' COMPENSATION INSURANCE

The CONTRACTOR shall take out and maintain Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and in case any work is sublet, the CONTRACTOR shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the CONTRACTOR. Such insurance shall comply with the Georgia Workers' Compensation Law.

The CONTRACTOR shall purchase and maintain at the contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Subcontract.

The Limits of this insurance shall not be less than the following limits:

Part One: Workers' Compensation Insurance - Unlimited Statutory Benefits as provided in the Georgia Statutes; and

Part Two: Employer's Liability Insurance

| | |
|---------------------------|-------------------------|
| Bodily Injury by Accident | \$100,000 Each Accident |
| Bodily Injury by Disease | \$500,000 Policy Limit |
| Bodily Injury by Disease | \$100,000 Each Employee |

In case any class of contract at the Project Site is not protected under the Workers' Compensation statute, the CONTRACTOR shall provide adequate insurance, satisfactory to county requirements for the protection of employees not otherwise protected.

LIABILITY INSURANCE

The CONTRACTOR shall take out and maintain Commercial General Liability and Commercial Automobile Liability Insurance as shall be required to protect Spalding

County from claims for damage, for bodily injury, and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by themselves or by anyone directly or indirectly employed by CONTRACTOR, and the amount of such insurance shall be minimum limits as follows:

Commercial General Liability

The Contractor shall purchase and maintain at the Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) (Modified Occurrence or Claims Made forms are not acceptable).

| | |
|--|-------------|
| Each Occurrence Limit | \$1,000,000 |
| Personal & Advertising Injury Limit Fire Damage Limit (any one fire) | \$1,000,000 |
| Medical Expense Limit (any one person) | \$ 50,000 |
| Products & Completed Operations Aggregate Limit | \$ 5,000 |
| General Aggregate Limit (other than Products & Completed Operations) Applies Per Project | \$2,000,000 |

The Limits of this insurance shall not be less than the following limits: \$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insured's has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

- Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this Agreement, contracts and leases, broad form property damage coverage's, personal injury, and bodily injury.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverages.

Commercial Automobile Liability

The PROFESSIONAL/CONTRACTOR shall purchase and maintain at the contractor's expense Automobile Liability insurance coverage.

The Limits of this insurance shall not be less than the following limits:

| | |
|--------------|--|
| Combined | \$1,000,000 Each Accident |
| Single Limit | \$1,000,000 Bodily Injury – Per Accident |
| OR | \$500,000 Property Damage – Per Accident |
| Split Limits | |

Covered Automobiles shall include any auto owned or operated by the insured Contractor, insured Contractor including autos which are leased, hired, rented, or borrowed, including autos owned by their employees which are used in connection with the business of the respective contractor. Coverage shall include bodily injury and property damage arising out of ownership, maintenance, or use of any auto, including owned, non-county, and hired automobiles and employee non-ownership use.

PROPERTY INSURANCE

This additional coverage will be required if the contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment. The contractor shall provide Builder's Risk insurance or an Installation Floater. The minimum amount of insurance shall be 100% of the completed value of such addition(s), building(s), or structure(s), or the installed replacement cost of value.

TELEPHONE SERVICE SOLUTION REQUIREMENTS

Phones and Phone Services

1. The contractor must allow us to retain our existing phone numbers, currently provided via our hosted Managed IP system. Phone numbers currently not used but contained within our DID blocks should be reserved by the vendor for future use. A detailed list of phone numbers, type of phone lines needed (digital VOiP line vs. Analog line), locations and notes on current system DID and phone number allocation will be provided on request.
2. The contractor must allow us to retain our existing phone numbers, currently provided via our hosted Managed IP system. Phone numbers currently not used but contained within our DID blocks should be reserved by the vendor for future use. A detailed list of phone numbers, type of phone lines needed (digital VOiP line vs. Analog line), locations and notes on current system DID and phone number allocation will be provided on request.

3. The county will need fourteen (14) Custom Call Routes, one for each facility's main number.
4. Eight (8) locations will need Auto Attendant. Connectivity by extensions will be provided within substructures. All other locations will need direct lines.
5. Phone system components, provider backbone, and voicemail systems shall have 99.99% availability.
6. All digital phone subscriptions and direct analog line service packages must include unlimited local and long-distance calls, with the following exceptions:
 - a. Elevator Emergency Line: This Analog line will only be making local 911 automated calls and an appropriate service package should be put in place to reduce costs.
7. Vendor shall provide an agile means of changing both Digital VOiP Subscriptions and Analog line service on a month-to-month basis. For example, as the county tracks usage on a digital subscription or Analog line service, the county should be able to change the service based on county needs. The contractor must be able to make changes to VOiP digital subscriptions immediately and provide prorated subscription billing charges.
8. Unlimited local and domestic long distance is to be at a set price or simply included as part of a set price per digital VOiP hosted subscription and analog line service.
9. Specialized music and advertising/messages on hold, as programmed by Spalding County representatives.
10. All outgoing calls shall display as the facility's designated 'main line' to external users.
11. Minimum of 125 digital VOiP Phones with the following specs and features:
 - Contractor shall offer a Receptionist Screen option to monitor calls
 - At least 12 line/speed dial keys (Keys may be virtual software based)
 - Color LCD Display
 - Must be at least 3.5" or larger
 - Must be at least 320x240 resolution, high definition (HD) screen resolutions are preferred
 - Must be gesture-based, multi-touch capable
 - Customizable screen saver (allowing an image of our choosing)
 - On-screen virtual keyboard

- Adjustable base height
 - Dual USB (USB-A, USB-C, or better) ports for media and storage applications
 - Dedicated hard keys for Home, headset, mic mute and speakerphone
 - Context Sensitive Soft Keys (customizable soft keys is preferred)
 - Visual Conference Management (3-Way Calling)
 - Time and Date Display
 - User selectable Ring Tones
 - User-configurable Contact Directory
 - Global contact directory that can be set once by an administrator and all phones have access to this Global list, but only admins or designated department managers can change global directory information for their departments
 - Call history, including missed, placed, and received calls
 - Headset support
 - Must have dedicated Headset Port
 - Hearing Aid Compatibility
 - ADA Compliant
 - Supports USB Headsets
 - Power Management
 - Must support Power over Ethernet (PoE) (IEEE 802.3at)
 - Energy-saving smart motion detector enables the screen to go into power-save mode when no one is in the office (this feature is desired but not required).
 - Integrated with MS Outlook email
 - Smartphone app for seamless transfer between mobile and office
1. Minimum of X Analog lines or greater as specified by the county
 - Analog lines must be Analog only; digital lines converted to analog lines are not acceptable.
 - Vendor shall be able to supply traditional analog phone service for security, fire, and fax.
 2. Minimum of XXX VOiP Subscriptions with the following feature package (referred here forth as 'Base Package')
 - 3-Way Calling Anonymous Call Rejection Assistant Toolbar
 - Automatic Callback
 - Call Forwarding Always
 - Call Forwarding Busy

- Call Forwarding No Answer
- Call Forwarding Not Reachable
- Call Logs
- Call Park
- Call Pickup
- Call Return
- Call Transfer
- Call Waiting
- Caller ID Name and Number
- Direct Inward Dialing
- Directed Call Pickup w/ Barge In
- Directed Call Pickup w/ Barge in (Exempt)
- Do Not Disturb
- Last Number Redial
- Music or pre-recorded advertisements on Hold
- Priority Alert
- Privacy
- Push to Talk
- Speed Dial 100
- Speed Dial 8
- Unlimited Local and Long-Distance calls
- Voice Mail
- Voicemail to email capability and compatible with Microsoft Office and Microsoft Office 365
- Minimum of 8 VOiP Subscriptions with the following feature package
- Shall include all features mentioned in the 'Base Package' above,
- Call Forwarding Selective
- Call Manager
- Call Notify
- CommPilot Express or similar solution and functionality
- Directed Call Pickup
- Enhanced Call Detail Reporting
- Multiple Call Arrangement
- Remote Office
- Selective Call Acceptance
- Selective Call Rejection
- Sequential Ring
- Shared Call Appearances
- Simultaneous Ring
- Handset Recording

Infrastructure, Migration and Administration Requirements

The contractor shall provide a single provider for all locations. This includes both Telco provider and VOiP solution.

1. The contractor shall utilize and manage their own network infrastructure and hosted VOiP solution.
2. The following requirements shall apply in addition to those covered specifically in the RFP Scope and later in this Attachment.
 - a. On the Vendor's Bill Statement all Internet based charges must be contained online items that are clearly separate from voice related service, installation, and maintenance.
3. There should be one party and one contact responsible for transport of the hosted system.
4. Most end-user options, phone configurations, and admin configuration changes can be done via web interface.
5. The provider is to provide and manage router and POE switches for hosted phone system.
6. Phones will connect directly to contractors provided POE switches and will share data connection or VLANs with other networked devices. Switches do need to be Gigabit transfer capable or faster at the port level.
7. The hosted phone system shall link all county facilities on one system. We realize this may require a separate circuit, however it is also important to note that we are currently using a single 1 Gb fiber connection between facilities and trunking multiple VLANs between locations, so it may be viable to trunk an additional VLAN between facilities to accommodate VOiP digital subscription-based communications.
8. The county will be responsible for providing all wiring related to interconnections between vendor and county equipment and all in-house wiring and termination points.
9. In case the county selects a solution that includes Internet access, the Vendor will work with the county's project manager to provide both physical and logical interconnections for county network access to the Vendor provided Internet circuit/connection.

10. The contractor's backbone must be no less than 10Gb.
11. The contractor's circuit to our facilities must be a T1 or greater.
12. The contractor must have a minimum of 2 or more backbone carriers.
13. The contractor must have a disaster recovery plan in place and at least 2 geographic locations. Geographic locations shall be at least in 2 different U.S. States. Disaster recovery facilities shall fully support the proposed hosted phone solution. Recovery time, in the case of a disaster should be no more than 4 hours.
14. The T1 line should be put in place in case of phone loss.

Support and Response Requirements

1. Contractor hosted solution and support center should ping (once every 10 seconds or less) on premise equipment that is installed and managed by the vendor as part of the hosted solution to determine operational status and health of phone solution.
2. The provider should have local area technicians and account management.
3. 24/7/365 repair and technical support, including 2-hour response time for Critical class issues, which shall include:
 - a. Loss of billing-office wide
 - b. Loss of system wide call processing
 - c. Call processing capacity loss of 50% or greater per site
 - d. Loss of service to 5 lines or greater
4. Support center should be immediately notified when a communication/hardware failure takes place, or a critical class issue occurs. In turn, pre-defined Spalding County representatives should be immediately notified via email when a communication or hardware failure occurs and impacts communication services or phone features/functions.
5. The contractor must supply training at the customer sites. Training shall be coordinated with the county's project manager and shall consist of the following sessions:
 - a. One (1) training session for IT/ Phone Administrators
Two (2) training sessions for staff

Local Vendor Preference

For purchases, bids, proposals, or contracts less than \$100,000 the local vendor may be given an opportunity to match the lowest price proposal, if the quotation or bid of the local vendor is within 5% of the lowest price proposal by a non-local vendor. In the event a local vendor matches the lowest price proposal, including all other terms, quality, service, and conditions, then the local vendor shall be awarded the contract.

In the event the price proposal of more than one local vendor is within 5% of the lowest overall price proposal of a non-local vendor, the local vendor with the lowest proposal will be given the first opportunity to match the lowest overall price proposal. If this local vendor declines to match the price proposal, then the local vendor with the next bid within 5% will be given the opportunity to match the lowest proposal. This process will continue with all local vendors having proposals within 5% of the lowest overall bid by a non-local vendor.

Local Vendor means a bidder or offeror which operates and maintains a brick-and-mortar business, i.e. a physical business address, within the limits of the State of Georgia and has a current business license, has paid in full all real and personal taxes owed the City, County, and State; as applicable, is considered a vendor in good standing with the City and can obtain an active vendor status. Priority will be given to local vendors within the municipal boundaries of Spalding County, second priority will extend to local vendors within Georgia.

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Countywide VOiP Phone Services RFP #2024-003 Bid

Proposal Form

Exhibit A

Total Cost of Turnkey VOiP System \$ _____

The following statement must be signed and submitted with bid. Failure to sign this statement will render the bid invalid.

“I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.”

Company Name: _____

Person Authorized to Sign: _____

Address: _____

Title: _____

City: _____

State: _____ Zip _____

Signature: _____

Telephone Number: () _____

Email: _____

This _____ Day of _____, 2023.

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 2023

NOTARY PUBLIC:- _____

My Commission Expires: _____

Countywide VOiP Phone and Internet Services

BID BOND

Exhibit B

STATE OF GEORGIA COUNTY OF SPALDING

KNOW ALL MEN BY THESE PRESENTS, that we, _____
as Principal, and _____, as Surety, are held and firmly bound unto
Spalding County for the sum of _____

----- Dollars (\$ _____) lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has submitted to the Owner a Proposal for construction of:

Countywide VOiP Phone and Internet Services

RFP #2024-003

NOW THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall within ten
days after receipt of conformed contract documents execute a contract accordance with the Bid upon the terms,
conditions and prices set forth therein, and in the form and manner required by the Owner and execute a sufficient and
satisfactory Performance Bond and Payment Bond payable to the Owner, each in an amount of one hundred percent
(100%) of the total contract price, in form and with security satisfactory to the Owner, or in the event of the failure of
the Contractor to execute and deliver the Contract Agreement and give said Performance and Payments Bonds, the
Contractor shall pay the Owner the difference not to exceed the penalty hereof between the amount specified in said
Proposal and such larger amount for which the Owner may in good faith contract with another party to perform the
work covered by said Proposal, and execute the Special Assurances form, then this obligation shall be void; otherwise,
it shall be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principle to comply with any
or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Owner, upon the
demand, the amount hereof in good and lawful money of the United States of America not as a penalty, but as liquidated
damages.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A §36-10- 1 et seq and all the provisions
of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted and these are
hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and said Surety has hereunto caused to
be affixed its corporate signature and seal, by its duly authorized officers, on this _____ day of _____, 2023.

PRINCIPLE: _____

Signed and sealed in the presence of: _____

By: _____ Title: _____

By: _____ Title: _____

SURETY: _____

Signed and sealed in the presence of: _____

By: _____ Title: _____

By: _____ Title: _____

Contractor Affidavit under O.C.G.A. §13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13- 10-91 , stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services, has registered with Spalding County, and is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-9 1.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13- 10-9 1(b). Contractor here by attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor Name of Project

Name of Public Employer

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

Executed on _____ day of _____, 2023

City, _____ State

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 2023

NOTARY PUBLIC:- _____

My Commission Expires: _____

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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 which is engaged in the physical performance of services under a contract on behalf of Spalding County has registered with, and is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. §13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor Name of Project

Name of Public Employer

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

Executed on _____ day of _____, 2023

City, _____ State _____

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 2023

NOTARY PUBLIC: _____

My Commission Expires: _____

