

**EFFINGHAM COUNTY, GEORGIA  
REQUEST FOR QUOTE  
RFQ NO. 19-61-001**

**QUOTATION FOR :** One (1) New Replacement Fiberglass Tank

**EFFINGHAM COUNTY PURCHASING AGENT  
601 N. LAUREL STREET  
SPRINGFIELD, GEORGIA 31329  
(912) 754-2159 (PHONE)  
(912) 754-8413 (FAX)  
[fcharleton@effinghamcounty.org](mailto:fcharleton@effinghamcounty.org)**

**DATE ISSUED: June 20, 2019  
DATE DUE: July 22, 2019  
TIME DUE: 11.00am (EST)  
DEPT. FOR: Wastewater  
Treatment Plant**

NOTE: Each Vendor or Contractor submitting a response to this request will be responsible for providing any or all of the items or services listed below, **as described** upon receipt of an Effingham County Contract for such items or service. “Effingham County is an Equal Opportunity Employer”, M/F/H, all vendors are required to be Equal Opportunity Employers M/F/H.

**GENERAL INFORMATION:**

The purpose of this proposal is to solicit written quotations for one (1) new replacement fiberglass storage tank for Effingham County Board of Commissioners. **ALL QUOTES SHOULD BE CONTAINED IN A SEALED OPAQUE ENVELOPE, CLEARLY MARKED “SEALED BID “19-61-001” AND WILL BE PUBLICLY OPENED AND READ ALOUD AT 11.00am (EST) Monday July 22, 2019. AT THE ADMINISTRATIVE COMPLEX AT THE ADDRESS LISTED ABOVE.**

Effingham County Board of Commissioners reserves the right to reject any and all bids or any and all bids 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.

Effingham County Board of Commissioners also reserves the right to make minor changes or further negotiate details and terms. Once the quote is accepted and terms are set, if the vendor fails to deliver within the agreed upon time Effingham County reserves the right to accept a quote from another vendor. Effingham County has the option of selecting more than one vendor for the services outlined in this RFQ.

**1.0 BILLING/INVOICES:** All invoices are to be mailed to:  
*Effingham County Finance Department  
601 North Laurel Street  
Springfield, GA 31329*

**2.0 BID RECIPIENT:** This bid is submitted to :  
*Effingham County Board of Commissioners  
601 North Laurel Street  
Springfield, GA 31329*

**3.0 DELIVERY:** Delivery will be made to :  
*Effingham County Waste Water Treatment Plant  
805 Low ground Road  
Guyton, GA 31312*

At least one day advance notice will need to be made prior to delivery. All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid.

- 4.0 **BIDDER’S ACKNOWLEDGEMENTS:** Bidder accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.0 **BIDDER’S REPRESENTATIONS:** In submitting this Bid, Bidder represents that Bidder has examined and carefully studied the Bidding Documents and other related data identified in the Bidding Documents.
- 6.0 **BASIS OF BID:** 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, as determined in the Purchase Order or Contract Documents.
- 7.0 **QUESTIONS:** Any questions pertaining to the bid **must** be made in writing and must be received at the office of the Purchasing Agent no later than **5.00pm (EST) Wednesday July 10, 2019**. No response will be given to any questions received after **5.00pm (EST) Wednesday July 10, 2019**.

Questions may be faxed to 912-754-8413; emailed to [fcharleton@effinghamcounty.org](mailto:fcharleton@effinghamcounty.org) or hand delivered/mailed to Effingham County Board of Commissioners, Purchasing Office, 601 N Laurel Street, Springfield, GA 31329. 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](http://www.effinghamcounty.org) before **5.00pm (EST) Tuesday July 16, 2019**. If hand delivering or mailing questions, please DO NOT mark the outside of the envelope with the bid number.

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

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## **SPECIFICATIONS**

### **SPECIFICATIONS:**

The County wishes to purchase a (new) replacement fiberglass tank for the waste water treatment plant.

#### **Tank:**

One (1) FRP 6,000 gallon tank, 8' I.D. x 16' straight shell height with flat bottom and dome top. Price shall include delivery to the Effingham County Waste Water Treatment Plant, 805 Low ground Rd., Guyton Ga. 31312

#### **Fabrication:**

Hand Lay-up per NBS PS 15-69, Contact Molded per ASTM D 4097-01 and Filament Wound per ASTM D 3299-10

#### **Resin:**

A premium grade vinyl ester resin shall be used such as Derakane 411 or equal with a MEKP cure system and a 100 mil corrosion barrier. This resin selection is based on the recommendation of the resin manufacturer. Proper resin selection is critical for the optimum performance of the equipment.

#### **Nozzles, etc.:**

- 1 – 1" Flanged Nozzle
- 3 – 2" Flanged Nozzles
- 1 – 3" Flanged Nozzle
- 1 – 4" Full Drain
- 1 – 24" Side Manway (with cover: 18-8 stainless steel bolting and EPDM gaskets will be provided)
- 1 – 6" Gooseneck Vent with Stainless Steel Screen
- 2 – 304 Stainless Steel Lifting Lugs
- 4 – 304 Stainless Steel Hold Down Lugs
- 2" Polyinsulation with FRP Skin and Heat Panels

#### **NOTES:**

1. All bolts and gaskets are to be provided
2. Design Conditions:
  - Temperature Ambient
  - Pressure Atmospheric
  - Seismic Zone Ss: 0.298 S1: 0.11 I: 1.0 Site Class: D
  - Wind Zone 115 mph
  - Snow Load 0
  - Specific Gravity 1.3
  - Contents 25% Sodium Hydroxide or Sodium Aluminate Caustic Blend (PolyTec Phos-Zorb)

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**RFQ No. 19-61-001**

One (1) New Replacement Fiberglass Storage Tank

**QUOTE**

Description	Manufacturers name and Model No.	Bid Price
FRP 6,000 gallon tank, 8' I.D. x 16' straight shell height with flat bottom and dome top. (Price to include delivery to Effingham County Waste Water Treatment Plant)		\$

Time required for delivery after receipt of order \_\_\_\_\_ / Days (award may be contingent on delivery)

Proposing Company Contact Information:

Company Name:		
Billing Address:		Telephone:
Service Address:		Telephone:
Representative Name:		
Representative Contact Address:		Telephone: E-Mail:

It is agreed by the undersigned offeror that the signature and submission of this proposal represents the vendor's acceptance of all terms, conditions and requirements of specifications and, if awarded, the proposal will become part of the contract agreement between the parties.

Signed: (sign manually, in ink) \_\_\_\_\_  
(Signature of Authorized Representative of the Company)

Name Printed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**The following forms must be submitted along with the quote:**

- **COPY OF THE BUSINESSES W-9**
- **COPY OF THE BUSINESS LICENSE**
- **CERTIFICATE OF INSURANCE**

*Note: Quotes not fully completed will be considered incomplete and may be rejected*

**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:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE/TITLE

\_\_\_\_\_  
COMPANY

**Legal Notice**

**RFQ No. 19-61-001 - Replacement Fiberglass Storage Tank**

Effingham County, Georgia is soliciting bids to purchase one (1) new replacement fiberglass storage tank.

Sealed bids are due by **11.00am (EST) Monday July 22, 2019** 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 Quote is available at the address listed above or online at [www.effinghamcounty.org](http://www.effinghamcounty.org) - Purchasing tab. For additional information please contact, Fiona Charleton at (912) 754-2159 ext 4572 or via email: [fcharleton@effinghamcounty.org](mailto:fcharleton@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".

**EFFINGHAM COUNTY, GEORGIA  
DOCUMENT CHECK LIST**

The following documents, when marked, are contained in and made a part of this Bid Package or are required to be submitted with the Bid. It is the responsibility of the Bidder to read, complete and sign, where indicated, and return these documents with his/her bid. **FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFYING THE BID.**

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

REQUIRED	COMPLETED	ITEM DESCRIPTION
		INSTRUCTIONS TO BIDDERS
		REQUEST FOR QUOTE
<b>X</b>		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 ( <i>if applicable</i> )
		PAYMENT BOND- UPON AWARD OF CONTRACT ( <i>if applicable</i> )
<b>X</b>		CERTIFICATE OF INSURANCE (SAMPLE ATTACHED)
<b>X</b>		W-9
		LEGAL NOTICE
<b>X</b>		CONTRACTOR AFFIDAVIT & AGREEMENT (E-VERIFY)
<b>X</b>		SUB-CONTRACTOR AFFIDAVIT & AGREEMENT (E-VERIFY) ( <i>if applicable- before any subcontractor work is performed</i> )
		GEORGIA PROFESSIONAL LICENCE CERTIFICATIONS
		LIST OF SUB-CONTRACTORS ( <i>if applicable</i> )
<b>X</b>		ATTACHMENTS
		COPY OF LLC CERTIFICATE OF ORGANIZATION AND OPERATING AGREEMENT OR COPY OF INC. CERTIFICATE OF INCORPORATION AND CORPORATE RESOLUTION DESIGNATING OFFICERS WITH AUTHORITY TO SUBMIT BID AND SIGN CONTRACT
<b>X</b>		RECEIPT OF ADDENDA IF ANY

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print Name**

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

**THIS SHEET MUST BE INCLUDED WITH BID PACKET**

**INSTRUCTIONS TO BIDDERS**

**1.1 Purpose:** The purpose of this document is to provide general and specific information for use in submitting a Bid or Proposal to supply Effingham County with equipment, supplies and/or services as described herein. All bids / proposals are governed by the Code of Effingham County, and the laws of the State of Georgia.

**1.2 How to Prepare Bid Proposals:** All bid proposals shall be submitted on the form enclosed herewith, unless otherwise prescribed, and all documents must be submitted

All bid proposals shall be typewritten or completed with pen and ink, signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the bid / proposal. **All signature spaces must be signed.**

Bidders are encouraged to review carefully all provisions and attachments of this document prior to submission. Each bid constitutes an offer and may not be withdrawn except as provided herein.

**1.3 How to Submit Bid Proposals:** All bid proposals shall be:

**A. Submitted in sealed opaque envelopes, plainly marked with the bid number, bid title, bid closing date, and company name.**

**B. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.**

- **Mailing Address: Effingham County Purchasing Agent, 601 North Laurel Street, Springfield, Georgia, 31329.**
- **Hand Delivery: Effingham County Purchasing Agent, 601 North Laurel Street, Springfield, Georgia, 31329.**

Please check the County's website [www.effinghamcounty.org](http://www.effinghamcounty.org) prior to submission for any addendum to the RFQ

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

**1.4 How to Submit an Objection:** Objections from Bidders to this request for quote and/or these specifications should be brought to the attention of the County Purchasing Agent in writing. The objections contemplated may pertain to form and/or substance of the request for quote 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 quote.

**1.5 Failure to Bid:** If a Bid is not submitted, the business should return this request for quote completing Attachment G, stating the reason therefore, and indicate whether the business should be retained or removed from the County's Bidders list.

**1.6 Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids. Failure to do so will be at the Bidder's own risk. In case of error in extension of prices in the bid, the unit price will govern



- 1.7 Standards for Acceptance of Bid for Contract Award:** The County reserves the right to reject any or all Bids and to waive any irregularities or technicalities in Bids received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the Bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a Bid from a Bidder whom investigation shows is not in a position to perform the contract.
- 1.8 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. Respondent names who submit proposals on this RFQ and total prices will be read aloud publicly, but the details and particulars of the proposal documents will remain confidential until final award of the contract / purchase order.
- 1.9 Bidder:** Whenever the term "Bidder" is used it shall encompass the "person," "business," "contractor," "supplier," "vendor," or other party submitting a bid or proposal to Effingham County in such capacity before a contract has been entered into between such party and the County.
- Contract:** Whenever the term "Contract" is used it shall encompass "purchase order" and "agreement"
- 1.10 Responsible / Responsive Bidder:** Responsible Bidder means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. Responsive Bidder means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the request for quote.
- 1.11 Compliance with Laws:** The Bidder and/or contractor 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 contractor and the County. Any such requirement specifically set forth in any contract document between the contractor and the County shall be supplementary to this section and not in substitution thereof.
- 1.12 Governing Law:** Any contract and/or agreement and any addendums to it that result from this RFQ shall be governed by the laws of Georgia, with venue in Effingham County.
- 1.13 Contractor:** Contractor or subcontractor means any person or business having a contract with Effingham County. The Contractor/Vendor of construction, supplies, goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 1.14 County:** Whenever the term "County" or "Owner" is used it is to refer to the Effingham County Board of Commissioners.
- 1.15 Debarred Firms and Pending Litigation:** Any potential bidder/firm listed on the Federal or State of Georgia Parties Listing (barred from doing business) **will not** be considered for contract award. Proposers **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. Any bidder/firm previously defaulting or terminating a contract with the County will not be considered.

Bidder acknowledges that in performing contract work for the County, Bidder shall not utilize any firms that have been a party to any of the above actions. If Bidder has engaged any firm to work on

this contract or project that is later debarred, Bidder shall sever its relationship with the firm with respect to County contract.

\*\* All Bidders are to read and complete the Bidder's certification regarding debarment, suspension, ineligibility, and voluntary exclusion enclosed as Attachment C to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

**1.16 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.

**1.17 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 Bidders 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**

**1.18 Non-Collusion Affidavit:** All Vendors must complete the non-collusion affidavit enclosed as Attachment D per OCGA 36-91-21 (e).

**1.19 Statement of Disclosure:** All Vendors must provide a statement of disclosure 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.

**1.20 Term of the Contract:** One time lump sum.

**1.21 Insurance Provisions:** The selected Bidder 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. **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:

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

**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: \$300,000 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: \$300,000 combined single limit per accident for bodily injury, property damage, and should be written on an "Any Auto" basis.

**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
- 1.22 **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.
- 1.24 **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.

- 1.25 Payments:** Payment of invoices will be made within the time frame specified in the contract resulting from this RFQ.

Final payment for any work contracted as a result of this RFQ shall be made within the time frame specified in the contract resulting from this RFQ.

Notwithstanding any other payment provisions of a contract resulting from this RFQ, 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 full payment under a contract resulting from this RFQ 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 for work performed under a contract resulting from this RFQ.

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**ATTACHMENT A  
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 **RFQ No. 19-61-001 – One (1) New Replacement Fiberglass Storage Tank** 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 B  
PROMISE OF NON-DISCRIMINATION STATEMENT**

Know all men by these presence, that I (We), \_\_\_\_\_,  
Name

\_\_\_\_\_, \_\_\_\_\_  
Title Company

(herein after "Company"), in consideration of the privilege to Bid/Propose on the following Effingham County Procurement titled **RFQ No. 19-61-001 – One (1) New Replacement Fiberglass Storage Tank** 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 C**

**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

State of: \_\_\_\_\_

County of : \_\_\_\_\_

**DISCLOSURE OF RESPONSIBILITY STATEMENT (page 3)**

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\_\_\_\_

**INTENTIONALLY LEFT BLANK**

**ATTACHMENT D  
NON-COLLUSIVE AFFIDAVIT OF SUBCONTRACTOR**

I, \_\_\_\_\_ certify that pursuant to Effingham County Board of Commissioner’s policies, this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid or proposal for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud of any type. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized by my employer to sign this statement on their behalf.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e),

\_\_\_\_\_  
Contractor

has not, by itself or with any others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on this project by any means whatsoever, nor has Affiant caused or induced another to withdraw a bid or offer for the work and/or to submit an invalid and or incorrect bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is a bona fide offer, and that no one has contacted any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to other bidders, to do so at a higher prices.

\_\_\_\_\_  
Company’s Name

\_\_\_\_\_  
President / Vice President / Principal / Owner

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_\_

\_\_\_\_\_  
Secretary / Assistant Secretary

Affix corporate seal here, if a corporation

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_, 20\_\_\_\_

NOTE: If the contractor is a partnership, all of the partners and officers, agents, or other persons who may have represented or acted on behalf of the partnership in bidding for or procuring this contract shall also make this oath. If the subcontractor is a corporation, all of the officers, agents, or other persons who may have represented or acted on behalf of the corporation in bidding for or procuring this contract shall also make this oath.

**ATTACHMENT E**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned Contactor verifies its compliance with O.C.G.A § 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

\_\_\_\_\_  
Date of E-Verify Authorization

\_\_\_\_\_  
Legal Name of Company

\_\_\_\_\_  
Legal Address of Company

\_\_\_\_\_  
BY: Authorized Officer or Agent of Contractor (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title & Printed Name of Authorized Officer or Agent of Contractor

*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).

**If contractor has no employees and has no intent to hire employees, instead of this affidavit, contractor must provide their driver's license**

ATTACHMENT F

SUBCONTRACTOR AFFIDAVIT (E-VERIFY)

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

\_\_\_\_\_  
Legal Name of Company

\_\_\_\_\_  
Legal Address of Company

\_\_\_\_\_  
BY: Authorized Officer or Agent of Subcontractor (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title & Printed Name of Authorized Officer or Agent of Subcontractor

*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).

***If subcontractor has no employees and has no intent to hire employees, instead of this affidavit, subcontractor must provide their driver's license***

***(IF NO SUBCONTRACTORS WILL BE USED PLEASE MARK "N/A" BEFORE RETURNING)***

**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 Bids. 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.
- Bid Time - Insufficient time to properly respond to Bid or proposal.
- 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 Bidders list for this particular commodity or service.
- Keep - Our Company on your Bidders 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 Bid package. Check one below.

- Interest in this project as a: Prime Contractor \_\_\_\_\_ ,
- Sub-Contractor \_\_\_\_\_ . Supplier \_\_\_\_\_ .

**RFQ No. 19-61-001 – One (1) New Replacement Fiberglass Storage Tank**

Signature: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Firm Name: \_\_\_\_\_