

Request for Proposal

No. 21-006

To Provide

Fuel Management System

for

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

December 2020



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

December 8, 2020

**RE: RFP No. 21-006
Fuel Management System**

Dear Sir or Madam:

This is an invitation to submit a proposal to supply Effingham County, Georgia for the Fuel Management System as specified herein. Sealed proposals will be received at the Office of the Purchasing Agent, **EFFINGHAM COUNTY ADMINISTRATIVE COMPLEX, 601 N. LAUREL STREET, SPRINGFIELD, GEORGIA**, up to **11:00am (Eastern Time) Thursday, January 14, 2021.**

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

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

A **MANDATORY** Site Visit is scheduled for **11:00am (Eastern Time) Tuesday, December 29, 2020.** All vendors interested in submitting a bid **must** have a representative present at the site visit. The address is **309 Hwy 119, Springfield, GA. 31329.**

Any questions that arise **must** be made in writing and must be received at the office of the Purchasing Agent no later than **5:00pm (Eastern Time), Monday, January 4, 2021.** No response will be given to any questions received after **5:00pm (Eastern Time), Monday, January 4, 2021.** Questions may be faxed to 912-754-8413; emailed to abruton@effinghamcounty.org or mailed to the address below. If questions are mailed, please DO NOT put the bid number on the outside of the envelope.

The response to all questions will be in the form of an addendum and will be posted on the Effingham County website www.effinghamcounty.org before **5:00pm (Eastern Time), Thursday, January 7, 2021.**

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

**EFFINGHAM COUNTY, GEORGIA
DOCUMENT CHECK LIST**

Company Name: _____

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

REQUIRED	COMPLETED	ITEM DESCRIPTION
		INSTRUCTIONS TO BIDDERS
		REQUEST FOR QUOTE
X		BID / QUOTE SUBMITTAL FORM
X		SUBMITTAL – BID BOND FORM PROVIDED
X		CERTIFICATE OF INSURANCE
X		W-9
		LEGAL NOTICE
X		CONSULTANT AFFIDAVIT & AGREEMENT (E-VERIFY)
		SUB-CONSULTANT AFFIDAVIT & AGREEMENT (E-VERIFY)
X		GEORGIA PROFESSIONAL LICENCE CERTIFICATIONS
X		LIST OF SUB-CONSULTANTS
X		ATTACHMENTS
X		RECEIPT OF ADDENDA IF ANY

Authorized Signature

Title

Print Name

Date

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

**SECTION I
INSTRUCTIONS TO VENDORS**

1.1 PURPOSE:

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

1.2 HOW TO SUBMIT PROPOSALS:

All proposals shall be:

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

Hand Delivery and Mailing Address:

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

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

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

1.3 HOW TO SUBMIT AN OBJECTION:

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

1.4 ERRORS IN PROPOSALS:

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

1.5 STANDARDS FOR ACCEPTANCE OF VENDORS FOR CONTRACT AWARD:

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

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

1.6 VENDOR:

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

1.7 COMPLIANCE WITH LAWS:

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

1.8 COUNTY:

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

1.9 DEBARRED FIRMS AND PENDING LITIGATION:

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

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

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

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

1.10 IMMIGRATION:

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

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

1.11 PROTECTION OF RESIDENT WORKERS:

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

1.12 RFP SCHEDULE:

Request for Proposal	Date/ Time
Owner issues public advertisement of RFP	Tuesday, December 8, 2020
<i>MANDATORY</i> Site Visit	11:00am (EST) Tuesday, December 29, 2020
Deadline for submission of written questions	5:00pm (EST) Monday, January 4, 2021
Addendum issued and posted online at www.effinghamcounty.org	5:00pm (EST) Thursday, January 7, 2021
Deadline for submission of Proposals	11:00am (EST) Thursday, January 14, 2021
Bid and Contract to Board of Commissioners <i>(TENTATIVE)</i>	TBD

**SECTION II
GENERAL CONDITIONS**

2.1 SPECIFICATIONS:

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

2.2 GEORGIA OPEN RECORDS ACT:

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

2.3 GEORGIA TRADE SECRET ACT OF 1990:

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

2.4 OFFERS TO BE FIRM:

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

2.5 COMPLETENESS:

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

2.6 MULTIPLE PROPOSALS:

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

2.7 PATENT IDEMNITY:

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

2.8 QUALIFICATION OF BUSINESS (RESPONSIBLE VENDOR):

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

2.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

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

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

2.10 AWARD OF CONTRACT:

A contract if awarded will be awarded to Consultant(s) whose proposal will be most advantageous to Effingham County in regards to availability to respond, adequate staffing, price and any other pertinent factors. The Board of Commissioners reserves the right to award a primary and secondary consultant and can select either of the two firms chosen to perform any or all of the work requested. The County makes no guarantee on the minimum quantity of work or fees requested during the term of the Agreement. The County also makes no guarantee of award of the work proposed by the Consultant. The County will make the determination at the time a particular task or work is identified as to which selected consultant can best serve the interest of the county for the proposed work. Upon notification by the County to the Consultant of a specified task or project, the Consultant will be expected to provide a written proposal based on the unit prices established in the Contract within 12 hours and will commit to commence work within 24 hours from receipt of a Notice to Proceed, unless otherwise noted.

Contract period will be for 12 months from Notice to Proceed. County reserves the right to terminate the Agreement at any time during the Contract time period by written notice to the Consultant identifying the cause of termination.

2.11 INSURANCE PROVISIONS:

The selected Vendor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or sub-consultants. 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.**

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

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

2.12 LIMITS OF INSURANCE:

Effective coverage shall have the following limits:

- A. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a consultant or tenant. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- B. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the consultant 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 consultant's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an "Any Auto" basis.

2.13 SPECIAL REQUIREMENTS:

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

the entire term of the Contract.

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

2.14 ADDITIONAL COVERAGE FOR SPECIFIC PROCUREMENT PROJECTS:

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

2.15 INDEMNIFICATION:

The CONSULTANT 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 CONSULTANT or its subconsultants. The CONSULTANT'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. CONSULTANT 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 CONSULTANT or his subconsultants or anyone directly or indirectly employed by any of them. The CONSULTANT'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 CONSULTANT.

2.16 INTERPRETING SPECIFICATION:

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

2.17 SIGNED RESPONSE CONSIDERED AN OFFER:

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

2.18 PAYMENT TO CONSULTANTS:

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

2.19 VENDOR DEFAULT:

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

2.20 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS OR REQUIREMENTS:

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

2.21 MERGERS:

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

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RFP No. 21-006 – Fuel Management System

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

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

This _____ day of _____ 20 _____.

BY: _____
SIGNATURE

PRINTED NAME AND TITLE

COMPANY

ADDRESS

PHONE NO.

SECTION III

REQUEST FOR PROPOSAL

3.1 DESCRIPTION AND OBJECTIVES

Effingham County is a rapidly growing suburban/rural county located in southeast Georgia. The purpose of this RFP is to obtain pricing for a new Fuel Management System. The County currently has a Gasboy Fuel Management system that is in need of replacement.

It is not the intention of the agency to exclude vendors or manufacturers of similar or equal equipment of the types specified. Other brands will be considered.

3.2 ACCEPTANCE AND EVALUATION OF PROPOSALS:

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

3.3 FEE PROPOSAL:

Provide a completed Unit Price Fee Proposal (ATTACHMENT A).

3.4 PROPOSAL DEADLINE:

The response to the request for proposal must be received by the Effingham County Purchasing Office no later than **11.00am (Eastern Time) Thursday, January 14, 2021.** Any proposal received after the time and date stipulated will be rejected and returned to the Vendor. The County may, for good and sufficient reason, extend the response deadline, in which case all potential Vendors will receive an addendum setting forth the new date.

3.5 WITHDRAWAL OF PROPOSAL:

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

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

3.6 CONFIDENTIALITY OF DOCUMENTS:

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

3.7 MINIMUM CRITERIA USED TO DETERMINE RESPONSIBILITY OF EACH PROPOSER:

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

- A. Does the Bidder demonstrate an understanding of the County's needs and possess the ability, capacity, skill, and financial resources to provide the service?
- B. Can the Bidder take upon himself the responsibilities set forth in the RFQ and the resultant contract and produce the required outcomes in a timely manner?
- C. Has the Bidder performed satisfactorily in previous contracts of similar size and scope; or if the Bidder has not performed a contract of similar size and scope, has it, and/or its team members otherwise demonstrated its capability to perform the contract that the County seeks to establish through this RFQ?
- D. Has the Bidder declared bankruptcy within the past 10 years?

3.8 QUALIFICATION EVALUATION CRITERIA

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

- | | |
|---|-----------|
| 1. Experience with design of similar projects | 25 Points |
| 2. Project Approach | 25 Points |
| 3. Proposed Schedule | 25 Points |
| 4. Fee Proposal | 25 Points |

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

3.9 FORMAT OF RESPONSES:

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

A. Letter of Interest

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

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

B. Business/Firm Profile

State the full name, address, and telephone number of your organization and include the name, title, address, and telephone number of the person(s) who will be assigned to perform the service of the proposal. Indicate whether you operate as a sole proprietorship, individual, partnership, or corporation and the State in which your firm is incorporated or licensed to operate.

C. Experience and Capability

Effingham County reserves the right to verify the information furnished:

- Contractor to detail a proven track record of responsiveness to time limitations and deadlines.
- Contractor to detail a proven track record of quality of performance.
- State if your firm has operated under a different name within the past 10 years and provide the name that your firm previously operated under.
- Provide complete details of any contract, during the last five (5) years, in which your firm has been fired.

D. References

Contractor to provide at least four (4) references of purchasers the contractors has sold this type of ambulance within the last five (5) years. References to include company name and address, contact name and phone number, in service date.

Each proposal must be submitted in one (1) original and two (2) copies bound to:
Effingham County Purchasing Department
Alison Bruton, Purchasing Tech.
601 N Laurel Street
Springfield, GA 31329

3.10 COST TO PREPARE RESPONSES:

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

3.11 SELECTION:

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

**SECTION IV
SPECIAL CONDITIONS**

4.1 STATEMENT OF DISCLOSURE:

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

Interests of Public Officials.

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

4.2 CONTRACT:

Upon receipt of the fully executed contract, the consultant shall be bound to deliver the stated services according to the terms and conditions of the contract and any addendums thereto. The County shall also be bound on the said terms and conditions to procure the services described and remit payment to the consultant when said services are completed. The successful consultant shall not commence work under this Request for Proposal until a written contract is awarded. If the successful consultant does commence

any work or deliver items prior to receiving official notification, he does so at his own risk.

4.3 CHANGES:

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

4.4 TERMINATION OF CONTRACT:

TERMINATION OF CONTRACT FOR CAUSE.

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

TERMINATION OF CONTRACT WITHOUT CAUSE.

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

TERMINATION OF CONTRACT FOR LACK OF FUNDING.

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

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**SECTION V
SCOPE AND CLASSIFICATION**

5.1 SCOPE OF WORK:

The County currently has a Gasboy Fuel Management system that is in need of replacement. The fueling location contains one unleaded fuel dispenser with dual hose outlet, one diesel fuel dispenser with dual hose outlet and one control terminal.

The scope of services will include the removal and disposal of the current equipment and the installation, implementation and testing of the new fuel management system. The current fuel dispensers are operational and replacement will be considered an additional option. The fuel management system must include a tank monitoring system, web-based interface and any required technology for a fully automated monitoring system. Existing fuel management and dispensing system wiring and communication cabling shall be replaced for optimum performance of installed equipment. Reuse existing conduits, if possible.

Control terminal shall be capable of storing up to four thousand transactions in the event of a loss of communication or power failure. Control terminal shall have multiple identification and input options, including but not limited to, keypad entry, magnetic strip reader for use with fleet cards such as WEX, proximity key fob or card, etc. At a minimum, transactions should include date and time of transaction, type and amount of fuel used, PIN or user ID information, vehicle, and odometer reading. System must be capable of providing email alerts for successful and unsuccessful transactions; invalid PIN entries; transactions exceeding any system limits; automatic daily, weekly or monthly reports for fuel usage summaries or detailed reports; and automatic tank level notifications. System must have capabilities for customizable and downloadable reports in CSV and PDF format and ability for County staff to add, edit or delete drivers or vehicles. Data storage backup is required.

Provide electronic as-built technical drawings, test results and technical documentation for the fuel management system equipment and software. Provide training on installed equipment and software. Minimum one year warranty on parts and labor required from date of installation of services.

INTENTIONALLY LEFT BLANK

**ATTACHMENT A
FEE PROPOSAL**

PRICING FORM

Fuel Management System Equipment & Installation \$ _____

Software & Licensing \$ _____

Other Cost: List any other costs not included above that may incur over the first 5 years (annual support fee, etc.) Describe these costs and frequency of payment. \$ _____

Additional Pricing Option:

Removal, disposal and replacement of existing unleaded and diesel fuel dispensers \$ _____

Diesel Exhaust Fuel (DEF) dispenser \$ _____

Completion time from notice of commencement: _____ days

Please include a formal detailed quote with your submission.

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: _____

EXCEPTION SHEET

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

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

Signature

Date

**ATTACHMENT B
DRUG FREE WORKPLACE CERTIFICATION**

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

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

2. Each Subconsultant under the direction of the consultant shall secure the following written certification:

_____ (Consultant) certifies to Effingham County that a drug-free workplace will be provided for the employees during the performance of this contract known as **RFP No. 21-006 - Fuel Management System Services** 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.

CONSULTANT

DATE

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___ DAY OF _____, 20___

Notary Public

My Commission Expires: _____, 20___

ATTACHMENT C

PROMISE OF NON-DISCRIMINATION STATEMENT

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

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

County Procurement titled **RFP No. 21-006 - Fuel Management System Services** hereby consent, covenant, and agree as follows:

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

SIGNATURE

DATE:

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___ DAY OF _____, 20___

Notary Public

My Commission Expires: _____, 20___

ATTACHMENT D

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 1)

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

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the consultant.
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 _____ (Consultant) whose address is _____ and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

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

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

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

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

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

including any supplemental responses attached hereto, are true.

Signature

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 3)

State of: _____

County of : _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

by _____ representing him/herself to be

_____ of the company named.

Notary Public

My Commission Expires: _____, 20____

**ATTACHMENT E
CONSULTANT AFFIDAVIT AND AGREEMENT (E-verify)**

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 subconsultant(s) in connection with the physical performance of services pursuant to this contract with Effingham County, consultant will secure from such subconsultant similar verification of compliance with O.C.G.A. § 13-10-91 on the subconsultant Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. The consultant further agrees to provide notice to the County of the identity of each subconsultant hired under the contract within five (5) business days of entering into a contract for hire. Such notice shall include a copy of the Subconsultant Affidavit for each subsequent subconsultant attesting to the subconsultant’s name, address, user identification number, and date of authorization to use the federal work authorization program. Consultant 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 subconsultant(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 Consultant (Signature)

Date

Title & Printed Name of Authorized Officer or Agent of Consultant

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

ATTACHMENT F
SUBCONSULTANT AFFIDAVIT (E-Verify) (if applicable)

By executing this affidavit, the undersigned subconsultant 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 consultant) 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 proposedly 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 proposedly hired employees throughout the duration of the contract. The subconsultant further agrees to provide a copy of the executed Subconsultant Affidavit to the Consultant in order to be provided to the County within five (5) days of 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 Subconsultant (Signature)

Date

Title & Printed Name of Authorized Officer or Agent of Subconsultant

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

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

LIST OF SUBCONSULTANTS

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

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

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

ATTACHMENT G

NO-BID STATEMENT

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

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

RFP No. 21-006 - Fuel Management System Services

Signature: _____

Telephone Number: _____

Firm Name: _____

ATTACHMENT H

Legal Notice

**RFP No. 21-006
Fuel Management System Services**

Effingham County, Georgia is seeking proposals from firms interested in providing Fuel Management System Services.

Sealed proposals are due by **11.00am (Eastern Time) Thursday, January 14, 2021** and must be mailed or hand delivered to the Effingham County Purchasing Office, 601 N. Laurel Street, Springfield, GA 31329.

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

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

ATTACHMENT I

NON-COLLUSION AFFIDAVIT

I, _____ certify that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with 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 the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 200__.

(SECRETARY/ASSISTANT SECRETARY)
(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

**NOTE:
IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

SAMPLE CONTRACT (page 1)

Services Contract

Between

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

and

COMPANY NAME
ADDRESS
ADDRESS

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

WITNESSETH

WHEREAS, the Board desires to engage a qualified Engineering Services company as specified in **BID NUMBER AND Fuel Management System Services**; and

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

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

**ARTICLE I
TERMS AND CONDITIONS OF THIS CONTRACT**

SECTION I-1 TERMS OF SERVICE.

The initial contract term will be for a 12 month period with option to be renewed on an annual basis at the discretion of the Board of Commissioners. scope of services and the terms and conditions of performance shall be as specified in this document and in **BID NUMBER AND NAME** and related addenda which are hereby adopted and incorporated as if set forth fully herein.

SECTION I.2 CONTRACT.

This Contract is an Indefinite Delivery Contract based on specific Fuel Management System services. Specific Contract Amounts to be determined and awarded via Task Orders based on work requested and proposals provided by the Consultant and approved by the County Manager/County Engineer.

SECTION I.3 REQUIREMENT FOR MANDATORY PERFORMANCE.

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

SECTION I-4 PERSONNEL AND EQUIPMENT.

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

SECTION I-5 CHANGES TO THIS CONTRACT.

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

SAMPLE CONTRACT (page 2)

SECTION I-6 TERMINATION OF CONTRACT FOR CAUSE.

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

SECTION I-7 TERMINATION OF CONTRACT WITHOUT CAUSE.

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

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

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

SECTION I-9 INDEMNIFICATION.

The CONSULTANT 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 CONSULTANT or its subconsultants. The CONSULTANT'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. CONSULTANT 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 CONSULTANT or his subconsultants or anyone directly or indirectly employed by any of them. The CONSULTANT'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 CONSULTANT..

SECTION I-10 COVENANT AGAINST CONTINGENT FEES.

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

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

SECTION I-11 PROHIBITED INTERESTS.

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

Interests of Public Officials.

Consultant warrants for itself and any subconsultant that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the County immediately by written notice. For breach or violation of this clause, the County may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. "Interest" as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be

SAMPLE CONTRACT (page 3)

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.

SECTION I-12 AUDITS AND INSPECTIONS.

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

SECTION I-13 INDEPENDENT CONSULTANT.

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

SECTION I-14 NOTICES.

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

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

SECTION I-15 COMPLIANCE WITH LAWS.

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

SECTION I-16 ASSIGNABILITY.

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

SECTION I-17 GOVERNING LAW.

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

ARTICLE II COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES

SECTION II-1. COMPENSATION FOR CONSULTANT SERVICES.

The County shall pay the Consultant for services rendered on specific task orders identified and approved by the County Manager/County Engineer based on the Consultant's specific task proposal which will be made part of this Contract.

These rates and fees provided by the Consultant in his proposal dated _____ shall remain in effect for the 12 month Contract time, without exception.

All invoices shall contain the following :

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Date services performed
Detailed account of services performed
Location of services performed
Name of employee providing said services
Name of County employee requesting said services

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

No work outside the scope of work contained in the Consultant's approved Task Order will be performed without the advanced written approval of the County's Engineering Department.

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

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

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

SECTION II-2. PAYMENT OF TAXES AND FEES.

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

SECTION II-3. QUANTITIES GUARANTEED.

The Consultant represents, understands and agrees that this is an "ON CALL" Contract. No work or contract amount is guaranteed.

**ARTICLE III
INSURANCE REQUIREMENTS**

SECTION III-1. INSURANCE PROVISIONS: Consultant 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 Consultant, its agents, representatives, employees or subconsultants. Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.

General Information that shall appear on a Certificate of Insurance:

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

Limits of Insurance:

Effective coverage shall have the following limits:

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

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- C. Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident or disease.

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 consultant shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage.
- D. **Cancellation/Non-Renewal Notification:** Each insurance policy shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.
- E. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The CONSULTANT 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 Consultant shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses

Additional Coverage for Engineering, Architectural and Surveying Services:

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

ARTICLE IV WAIVERS AND EXCEPTIONS

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

ARTICLE V GENERAL PROVISIONS

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

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

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

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

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

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

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

INTENTIONALLY LEFT BLANK

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

This ____ day of _____, 2021.

COMPANY NAME

Signature

Title

Witness - Signature

Witness - Title

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

WESLEY CORBITT, CHAIRMAN

Attest:

Stephanie Johnson, County Clerk

CONTRACT NO. NUMBER

COMMISSION APPROVAL DATE:
