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Meetings Second Tuesday

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County Administrator

# Peach County

213 Persons Street  
Fort Valley, Georgia 31030  
Phone 478-825-2535  
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Probate Judge

JOE WILDER  
Clerk of Superior Court

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Tax Commissioner

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Coroner

LAURENS C. LEE  
Magistrate

## **ADVERTISEMENT** **REQUEST FOR PROPOSALS**

RFP No. 17-021

New IP-Based NG9-1-1 Telephone System and IP Based Radio Console

The Peach County Board of Commissioners will be accepting Sealed Proposals pertaining to the replacement of the existing 9-1-1 System with an NG9-1-1 Ready Public Safety Answering Point (PSAP) solution, and an IP based radio console solution.

Closing date for Sealed Proposals responding to Request for Proposal (RFP) No. 17-021, shall be October 31, 2017 @ 2:30 p.m. Proposals will be opened in public without discussion October 31, 2017 @ 2:45 p.m. at the Peach County Board of Commissioners meeting room, 213 Persons Street, Fort Valley, GA 31030. Proposal amounts will not be released until the Board of Commissioners has awarded the project to the winning contractor.

A Pre-proposal meeting will be held Thursday, October 26, 2017 at 10:00 A.M. at the Board of Commissioners' meeting room 213 Persons Street Fort Valley, Georgia. Attendance at the pre-proposal meeting is not required to submit a proposal, but is recommended.

The complete RFP package will be available by contacting, Angela Tharpe. at (478) 822-9111, [Angela-tharpe@peachcounty.net](mailto:Angela-tharpe@peachcounty.net), or by visiting [www.peachcounty.net](http://www.peachcounty.net) or [www.glga.org](http://www.glga.org).

Peach County reserves the right to reject all proposals, to waive informalities, to re-advertise and/or to accept any proposal that is in the best interest of Peach County.

Mail or deliver Sealed Bids to:  
April Hodges  
Peach County Board of Commissioners  
ATTN: RFP # 17-021  
213 Persons Street  
Fort Valley, GA 31030

# **Request for Sealed Proposal No. 17-021 PEACH COUNTY GEORGIA**

## **IP-Based NG9-1-1 Telephone System and IP Based Radio Console System**

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**PURPOSE:**

The PEACH COUNTY BOARD OF COMMISSIONERS is soliciting sealed written proposals from qualified companies to replace the existing E911 center's Primary Safety Answering Point (PSAP) telephone system and radio console with a new PSAP IP capable E911 Telephone System and IP based Radio Console. Sealed proposals will be received in the Peach County Board of Commissioners' Office, 213 Persons Street, Fort Valley, Georgia 31030, until October 31, 2017, 2:30 p.m. local time. Proposals shall be opened in public without discussion at the Board of Commissioners' meeting room, 213 Persons Street, Fort Valley, GA at 2:45 p.m., October 31, 2017, to verify completeness. Proposal price amounts will not be made public until the successful proposal has been awarded by the Board of Commissioners.

**INTENT:**

The Peach County Board of Commissioners intends to award a contract to a qualified and experienced contractor to provide the following:

- A. A new Next Generation 9-1-1 (NG9-1-1) ready Communications System (hereafter referred to as the "Telephone Communication System") that will be used to process, answer and direct all applicable calls placed to the 9-1-1 emergency number.
- B. Replace the existing a Motorola CENTRACOM Elite Dispatch radio console system with a new P25 compliant IP based radio Console System solution (hereafter referred to as the "Radio Communication System").

Peach County strongly encourages creative approaches. Vendors are encouraged to propose innovative solutions that improve daily operations, enhance interoperability, increase diversity/redundancy, and prepare Peach County 9-1-1 for the future with a new Telephone Communications System and a new Radio Communication System. Proposals will be evaluated based on the following criteria:

- Unit Costs
- Delivery Schedule and Installation Schedule
- Company Organization and History
- Company Financial/Legal Status
- History of Similar Work
- References
- Warranties on Labor and Materials/Equipment
- Capacity of proposal solution(s) to meet the requirements of NG9-1-1 compliant IP based telephone system and P25 compliant radio system
- Ability of the proposed systems to improve daily operations, enhance interoperability, increase diversity/redundancy, and prepare Peach County 9-1-1 for the future

### **ADDITIONAL INFORMATION / ADDENDA**

The County reserves the right to amend this Request for Proposal (RFP). Any changes to the RFP will be communicated via Peach County web site. It is the contractor's responsibility to check for any addendum issued for this RFP prior to submitting the Proposal.

In the event additional information is required, all inquiries must be submitted in writing to Angela Tharpe, 213 Persons Street, Fort Valley, GA 31030, by fax at (478) 825-2678, or via email at Angela-tharpe@peachcounty.net.

All questions must be received five (5) days prior to the RFP closing to allow ample time to post any addendum or changes if necessary.

The County will recognize only communications which are in writing. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. **The issuance of an addendum is the only official method whereby interpretation, clarification, or additional information including responses to written questions will be distributed.**

**Pre-Proposal Meeting:** A Pre-Proposal meeting will be conducted on Thursday, October 26, 2017, at 10:00 a.m. at the Board of Commissioners' meeting room 213 Persons Street Fort Valley, Georgia.

**Attendance at the Pre-Proposal meeting is not required to submit a Proposal, but is highly recommended.**

### **PROPOSAL SUBMITTAL**

Proposals shall clearly indicate the legal name, address, e-mail address, and business telephone number of the Contractor (company, firm, partnership, or individual) submitting the proposal. All expenses for making this Proposal to Peach County are to be borne by the Contractor submitting the proposal. Peach County reserves the right to retain all Proposals submitted and to use any ideas in a proposal, regardless of whether that proposal is selected.

**One (1) original proposal, three (3) copies, and an electronic file in Adobe .pdf format on a flash drive, of your proposal shall be submitted in one sealed package, clearly marked on the outside "RFP 17-021 IP-Based NG9-1-1 Telephone System and IP Based Radio Console System" and addressed to:**

Peach County Board of Commissioners  
Attn: Janet Smith  
213 Persons Street  
Fort Valley, Georgia 31030

All terms submitted in this Proposal shall remain valid for a period of not less than Sixty (60) days from the date of the Request for Proposal (RFP) opening.

**Failure to submit any required data item or inaccurate responses may be cause for rejection of the proposal as non-responsive.**

### **ORGANIZATION AND HISTORY:**

1. Please provide the name, title, address, telephone number. E-mail address, and fax number of the individual(s) responsible for responding to this proposal.

2. Summarize or outline any similar work performed for Peach County and throughout Middle Georgia.
3. Summarize or outline any similar work performed by the organization.

#### **SCHEDULE AND REFERENCES:**

1. Provide a detailed schedule showing each task and the number of days to complete each task, and the total number of days that the project will take to complete.
2. Provide a list of at least three (3) current references for which comparable work has been performed. This list shall include company name, person to contact, address, and telephone number

#### **SCOPE OF WORK**

1. Replace the existing 9-1-1 System with an NG9-1-1 Ready Public Safety Answering Point (PSAP) solution. The identified requirements focus on supporting a complete turnkey Customer Premise Equipment (CPE) installation utilizing NG9-1-1 industry standards or recommendations for interconnection at the Peach County 911 center located at 213 Persons Street Fort Valley, GA 31030.
2. Upgrade or replace the existing Motorola CENTRACOM Elite Dispatch radio console system that was installed in 2009 with an IP based Radio Dispatch Console System solution

The Scope of Work will include, but not be limited to:

- A. All field layouts
- B. Furnishing all equipment, labor to install the new system
- C. Moving and replacing to the original location and condition all furniture and fixtures required to be moved for proper system installation
- D. Furnishing all extra materials as required and/or specified

#### **INSURANCE REQUIREMENTS**

The Contractor shall be responsible for their work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work. The Contractor shall, during the continuance of all work under the Contract, provide the following:

- A. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$500,000 each accident, each disease, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or subcontractor, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be herein after enacted.
- B. The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000 per occurrence, \$2,000,000 Policy Limit to protect the Contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability

insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

C. The Contractor agrees to maintain Business Auto Liability insurance in an amount of not less than \$1,000,000 per occurrence, \$2,000,000 Policy Limit to protect the Contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation of automobiles or vehicles.

Contractor shall notify the Owner, in writing, thirty (30) days prior to any change in insurance Coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation dates. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the owner.

Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the Owner from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on the job responsibilities as to the control of persons directly employed by it and of the subcontractor and any persons employed by the subcontractor.

The Contractor and all subcontractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.

## **1. SPECIFICATIONS:**

### **1.0 GENERAL:**

#### **1.01 DEFINITIONS:**

**Agency** - PSAP, Buyer and or participating agency which is Peach County, GA.

**ALI** - Automatic Location Identification

**APCO** - Association of Public-Safety Communications Officials-International

**ESiNet** - Emergency Services Integrated IP Network

**ANI** - Automatic Number Identification

**Backup PSAP/Host site(s)** – Location or PSAP identified as a call roll-over or fail-over destination.

**CPN** – Calling Party Number

**E9-1-1 System** - The proposed solution that will be responsible for the delivery of ANI, ALI and other pertinent emergency information to the Primary PSAP/Host site, Backup PSAP/Host site and or the Remote Primary PSAPs as defined herein

**Host Site** – A location where the central server system is located

**IP Capable** – The proposed system must able to accept traditional E9-1-1 calls (wireline, wireless and fixed VoIP) delivered on IP networks via i3 standard SIP signaling as delivered with no additional hardware or software required. IP to Analog gateway adapters will not be accepted.

**IRR** – Instant Recall Recorder

**Primary PSAP** – A location where 9-1-1 calls are initially answered and radio dispatch operations occur.

**PRI** – Primary Rate Interface used to deliver administrative calls to a PSAP via a digital circuit.

**Project 25 (P25 or APCO-25)** - is a suite of standards for digital mobile radio communications designed for use by public safety organizations in North America. P25 radios are a direct replacement for analog UHF radios but add the ability to transfer data as well as voice, allowing for a more natural implementation of encryption or messaging.

**Remote Primary PSAP** – A PSAP that is remote from the Primary and Backup PSAP/Host sites and is a Primary PSAP.

**User** – PSAP coordinator, PSAP user or staff

## **1.02 CURRENT SYSTEM**

The current system is Plant Vesta 911 System. The Call Handling system has four (4) CAMA Trunks, eight (8) Administrative phone lines.

## **1.03 NEW NG9-1-1 SYSTEM**

IP Capable E911 System in a “single site/ Multi-site geo-diverse” configuration, hereafter referred to as the “system”. The system, as delivered, must accept traditional E911 calls (wireline, wireless and fixed VoIP) delivered on “CAMA circuits” across the existing phone network. Future use of NENA i3 standard SIP signaling shall be supported, with no additional hardware or software required. If IP based signaling is provided by the network, IP to Analog gateway adapters will not be accepted. Native i3 is required directly to the system.

The system will be used to process, answer and direct all calls placed to 9-1-1 in Peach County. The system will support a Primary PSAP/Host, located at The Peach County 911 Center, 213 Persons Street, Fort Valley, GA. A potential back-up controller may be used and located in a separate facility to be determined. A “cloud” solution may be proposed, providing the answering positions and off-site controller are supplied and

maintained by the vendor. Circuits making the system operational will be provided and maintained by the selected vendor, with redundancy being provided.

The proposed system shall include an IP Based Call Handling System with a base operation of five (5) base operation workstations and an alternate of one additional base operation workstation, Four (4) trunks and (8) eight administrative lines. At the time of installation, an additional piece of furniture will be added. All new wiring will be placed to specified position locations within the 911 call center.

The Telephone System Vendor shall be responsible for interfacing with the APCO P25 System Vendor who will be responsible for all electrical connections to the new console position.

- 1.04** All proposals must make provision to meet or exceed the requirements contained herein for moving and replacing to the original location and condition all furniture and fixtures

## **2.0 IP-BASED NG-911 TECHNICAL REQUIREMENTS – HOST SITE/PRIMARY PSAP EQUIPMENT:**

### **2.1.1 System Requirements**

The system shall be designed to be IP capable. IP Capable shall be defined as the system, as delivered, being able to accept traditional E9-1-1 calls (wire-line, wireless and fixed VoIP) delivered on IP networks using NENA i3 standard SIP signaling with no additional hardware or software required.

- a) Vendors will describe their plan to migrate the proposed system to accept NG9-1-1 as the standards for such requests are developed and Peach County transitions to full I3 capability.
- b) The vendor shall describe the protocol and specifications used for external IP network connectivity, if required.
- c) The system shall comply with all current NENA protocols and standards. Please state the NENA standards that system complies with.
- d) The system shall be Wireless Phase I and II compatible and must be compatible within ten-digit ANI delivery and non-call associated signaling (NCAS) wireless ALI solutions.
- e) All vital system modules shall be protected to ensure there is no single point of failure. *Please describe in detail how the proposed system incorporates redundancy to meet the requirement.*
- f) Under no circumstance shall a failure in any vital system module disable more than 50% of the Intelligent Workstation and/or IP phones (if provided) at any site.
- g) The system shall operate in such a fashion so that a failure of any vital system modules will result in switch over to the redundant module.
- h) Please state the expansion capability of the system describing the overall system capacities with the hardware delivered, including the number of incoming 9-1-1 circuits, the number of answering positions and the number of telephone lines that may be installed.

### **2.1.2 System Telephone Circuit Interfaces:**

- a) The system shall provide for a 2-wire telephone line interface for a loop start

- administrative circuit(s).
- b) The system shall support Caller-ID functionality with name or name and number delivery on all administrative telephone line interfaces.
- c) The system shall provide for a 2-wire analog **CENTREX** telephone interface with two, three or four digit dialing patterns.
- d) The system shall provide for a 2-wire telephone trunk interface for a CAMA reverse battery supervision circuit delivered from a Selective Routing Tandem per NENA standard 04-001.
- e) The system shall provide for a Primary Rate Interface (PRI) circuit if the option for this method of administrative call delivery is chosen.
- f) The system shall support SIP Trunk interface to local administrative PBX's if required.
- g) The system support SIP Services for administrative lines use, transfers and or abandoned callbacks as needed.

### **2.1.3 System Remote ALI Retrieval Interface**

The proposed system shall support dedicated redundant data links to the designated ALI database provider. A request to the database shall be made as soon as call ANI is received. The E911 system shall compare the telephone number returned with the ALI to the original ANI sent by the CO, ensuring that caller ALI is matched with ANI. The system shall provide configurable parsing and validation of ALI results. If an ALI failure is returned, or the result fails parsing or validation, the system should automatically resubmit the request a maximum of one time. Additionally:

- a) The system shall interface to the current ALI Retrieval system at the PSAP site(s) and any back up site as may be required.
- b) The proposed system shall have an automatic and manual ALI re-bid capability. The automatic re-bid timing should be variable. Vendors shall provide ALI modems as required.
- c) The system shall be compatible with eight (8) and ten (10) digit remote database query methods.
- d) The system shall support ALI steering in cases where Local Standalone ALI databases (SALI) may be used as well.
- e) The system shall support multiple sets of ALI database connections as needed.
- f) The proposed system shall provide the ability to manually request ALI data. The system shall have the ability to disable manual ALI request on a PSAP by PSAP basis.

### **2.1.4 ACD (Automatic Call Distribution):**

- a) The system shall support ACD distribution with routing schemes that include longest idle agent, circular and linear distribution.
- b) The system shall be configurable to allow Call Takers to bypass ACD assignment and answer any ringing 9-1-1 call directly, based on configured layout.
- c) The system must support a minimum of 200 call queues.
- d) The ACD shall support the ability to overflow to an alternate queue based on: maximum wait time, maximum calls in queue, or no agent signed in to the queue.
- e) The ACD shall support answer modes to play audio messages to the caller.
- f) The ACD audio message shall include an audio message when the caller enters the queue and a separate message played while the caller is in queue.
- g) The ACD shall provide the configurable ability to provide post-call-processing time for



- giving the agent time to wrap up the previous call prior to becoming available for new ACD calls.
- h) The ACD shall re-queue a call when the call is presented to an agent and not answered in a configured amount of time.
  - i) The ACD shall re-queue a call when a workstation failure is encountered during the call.
  - j) The ACD shall provide routing based on console positions and/or based on agent role.
  - k) The system shall support a wall display panel configurable to show the number of calls and number of calls in queue, longest call waiting time, number of active calls and number of available agents.
  - l) The system shall provide the ability to route any call to a specific queue based on the DID number dialed by the caller.
  - m) The system shall support the ability to transfer a call from a console to any ACD queue in the system.
  - n) The system shall support multiple roles per agent; the ACD can then distribute calls based on the active role for each agent.
  - o) The console shall provide the ability for an agent to refuse an ACD call presented to the workstation and whereby the refused call is sent back to queue in the ACD.
  - p) The console shall provide the ability for an agent to change their state to and from ready and not ready to receive an ACD call.
  - q) The console shall provide the ability to automatically answer incoming ACD calls.
  - r) The console shall provide the ability for an agent to pre-record greetings based on the line type of incoming call whereby when the call is answered at the console the caller is automatically played the appropriate agent greeting based on the line group.

#### **2.1.5 Remote Portable Consoles**

The system shall be capable of providing portable operator answering position using a high-speed IP connection to remotely access the Central Communications Platform. Remote consoles will be based on laptop or ruggedized computers.

#### **2.1.6 System CAD Interface**

- a) The system shall provide a minimum of two (2) RS-232 DB-9 female CAD output interface at each PSAP site.
- b) The system must support variable CAD outputs (in RS-232 format) to support multiple CAD systems interface types as needed.
- c) Redundant CAD output capability must exist such that the failure of a vital component at one PSAP/Host site will not prevent CAD data from being delivered to all other sites.

#### **2.1.7 System External Clock Interface**

The system shall be equipped to derive legally traceable time from an external Network Time Protocol (NTP) clock source in order to ensure consistency of time stamps added to event records and reports from all PSAP equipment.

#### **2.1.8 Equipment Racking**

All equipment at the Primary PSAP\Host site shall be cabinet rack mounted in secure and appropriate EIA 310 standard cabinets, with locking front and rear doors and appropriate ventilation. All equipment must be commercially available in off-the-shelf configurations; please describe all exceptions. Appropriate cabling, connectors and all hardware necessary for installation and maintenance of the equipment shall be provided. No "Tie-Wrap" straps will be allowed. The use of Velcro straps connecting cabling to the frame and each other is

strongly suggested.

### **2.1.9 Technical Requirement – Intelligent Workstation**

- a) PC Hardware: The Call Taking application should operate on modern, currently available, off the shelf (COTS) computing platform. Vendors shall state the requirements for the position workstation hardware.
- b) Vendor shall describe available monitor size options. A minimum of 22 in. monitors are requested.
- c) Peach County 911 desires the longest possible operating system support window; please state which versions of Microsoft Windows are supported, specifically whether Windows 10 is currently supported.
- d) It is desirable to have the option to provide workstation hardware; please describe any restrictions, processes or costs associated with use of customer provided workstations. It is additionally desirable that 9-1-1 workstations be able to support additional third-party software as necessary; please describe any restrictions, processes or cost associated with installation of third-party software on the workstations.
- e) The Intelligent Workstations used at all sites shall be a commercially available PC workstation. The Intelligent Workstation shall be equipped with all necessary audio and video interface equipment to include a keyboard, mouse, speakers and at least a 22" LCD flat panel monitor
- f) Vendor shall state the number CAT6e plenum grade cables to be installed at each Intelligent Workstation.
- g) Cabling shall include connection of all administrative circuits, 9-1-1 circuits and positions to the digital recording system cross connection block.
- h) All Intelligent Workstations shall also be capable of using a programmable keypad with at least 24 keys that will allow the user to perform basic system functions without using the computer keyboard if desired.
- i) System grounding must comply with industry standards and good engineering practices. The Vendor shall provide a comprehensive grounding review prior to system installation and notify the 9-1-1 Director of any deficiencies found. The 9-1-1 Director and Vendor shall then agree upon a remediation plan and responsibilities for any deficiencies noted.
- j) The system must operate from standard 115V, 60 Hz, single-phase power. The vendor shall state the power requirements for the backroom equipment and each answering position.
- k) The vendor shall provide and maintain all UPS power devices for all equipment at all facilities. Please state the voltage and amperage requirements for all provided UPS equipment. UPS devices shall be sized to provide at least 15 minutes of backup power.
- l) The successful vendor will procure, receive, build out and stage the entire system as outlined in the final, negotiated contract process and factory test prior to installation at the PSAPs
- m) Software Operating System: Vendor shall state the operating system used by the Intelligent Workstation and all servers.
- n) Virus Protection:  
All PC workstations in the network shall have virus protection software installed and functioning. Vendor shall provide the name(s) of approved virus protection software and how updates are provided.

- o) Audio Interfaces: The system should provide at each position, a network device providing a 6-wire analog audio output with contact closure (sense) for purposes of a radio/telephone headset interface as defined in NENA 04-001.
- p) Backup IP Telephone: The Intelligent Workstation may include a backup IP telephone that supports the following capabilities:
  - 1. Answer a 9-1-1 Administrative call.
  - 2. Place a 9-1-1 and Administrative call on hold.
  - 3. Transfer a 9-1-1 call received using tandem hook flash signaling
  - 4. Deliver the ANI of a 9-1-1 call.
  - 5. Deliver the basic ALI of a 9-1-1 call.
  - 6. Deliver the Caller ID of an Administrative call.
  - 7. Store speed dial numbers.
  - 8. The backup IP telephone shall be configured to ring in parallel with the Intelligent Workstation if desired.
  - 9. The backup IP telephone shall continue to perform basic capabilities in the event of a failure of the Intelligent Workstation.
  - 10. Failure of the Intelligent Workstation is defined as any condition which renders the workstation inoperable to include but not limited to:
    - Failure of the PC, monitor, keyboard or mouse
    - Failure of the call taking application
    - Failure of any associated audio interface device

#### **2.1.10 Visual and Audible Call Indicators**

- a) The Intelligent Workstation shall indicate incoming 9-1-1, emergency administrative and non-emergency administrative calls by both audible and visual means.
- b) 9-1-1 circuits shall have a unique audible signal from other circuits.
- c) Emergency administrative circuits shall have a unique audible signal from other circuits.
- d) Non-emergency administrative lines shall have a unique audible and visual signal from other circuits.
- e) The intelligent Workstation shall have the ability to visually display the status of a call (idle, busy, ringing, abandoned, transferred (internally or externally) or on hold) of each 9-1-1, emergency and non-emergency calls.
- f) If optional mapping is used, 9-1-1 calls should also display on the integrated map display in the same color format at the ALI location.
- g) Vendor shall describe if the proposed system supports the use of queues or ring groups for 9-1-1, emergency administrative and non-emergency administrative circuits.

#### **2.1.11 Keyboard Application Shortcuts**

Vendor shall state if the Intelligent Workstation can provide for a method of programming keyboard application shortcuts that allow the user to perform common call functions with a single keyboard or keypad keystroke. List all shortcuts supported.

#### **2.1.12 User Log-on**

The system shall provide log-on verification capability and each user will be prompted to log-on using a user name and password. Please describe if the proposed solution uses

additional information at login to determine the user's capabilities. Upon successful log-on, all 9-1-1 lines, administrative lines, functions, and capabilities shall be made available to the user solely based on the user login credentials.

**2.1.13 Workstation User Security Policy**

All workstations shall be configured with a security policy for non-administrative users that prevents the user from reaching any functions or operating system settings not required by the 9-1-1 application.

**2.1.14 Workstation Administrator Security Policy**

All workstations shall be configured with a security policy for administrative users that enables access to the operating system.

**2.1.15 ALI Discrepancy Report**

The system shall provide a method to allow users to save a copy of an incorrect ALI record as it appeared during a call with revisions reported by the caller. These discrepancies will be available via report on demand in a PDF format.

**2.1.16 Automatic Call Detail Record (CDR)**

The system shall capture and store all available information pertaining to each 9-1-1 call on the system server and be accessible to the MIS package for reports. The system shall maintain Call Detail Records (CDR) in a read-only location. CDR records must be able to be printed on demand to the system printer. The information contained in each CDR must include at minimum:

- Caller's ANI and ALI
- Incoming Trunk
- Call Taker Answering Position
- Transferred Destination
- Date, time(s) of the various connect, disconnect and transfer events
- Other particulars relating to the call

**2.1.17 Print Capabilities**

The Intelligent Workstation shall provide a method for manual printing of call detail information to a network printer.

**2.1.18 System Administration**

- a) The system shall provide for a mechanism to allow a system administrator to maintain core system functions as well as users and interfaces. Please describe this mechanism in detail.
- b) The vendor shall allow a limited number of existing administrative computers residing on a private IP administrative network to have access to the 9-1-1 system IP network for call monitoring, administration, statistical reporting, and MIS purposes. Please describe the preferred method for accomplishing this requirement.

**2.1.19 Automated Backup Operation**

All critical system files such as Maintenance Logs, Statistic, Call Records, stored ALI Information and TDD/TTY conversations, etc. shall be saved daily to an external storage device provided by Peach County.

### **2.1.20 Monitoring and Alarms**

- a) The system must be capable of self-monitoring vital processes and sending alarms in the event of an alarm condition.
- b) The system must notify the vendor, the local system administrator and/or local maintenance personnel upon detection of an alarm via e-mail and give a brief description of the alarm condition.
- c) There shall be a minimum of two (2) categories of alarms (non-critical, critical) depending upon the criticality of the event. Please state if the system supports more alarm conditions.
- d) Remote Monitoring of the system by the vendor of its health on a 7x24x365 basis is required.

### **2.1.21 Management Information System**

The Vendor shall provide a comprehensive management and statistical reporting system to provide the PSAP management personnel with real-time and historical information.

- a) The reporting system shall be customizable such that the generating of reports for varying time periods can be selected.
- b) The vendor shall include one (1) black and white network laser printer at each PSAP location to be used as a system printer.
- c) Vendor shall provide a comprehensive list of all available pre-defined reports by appropriate categories.
- d) All call related information (data) shall be saved in electronic format.
- e) Vendor shall state if the data generated from these reports is exportable to off the shelf database or reporting software.
- f) If more than one PSAP is connected to the controller, historical data shall be segregated by PSAP so that reports may be run by an individual PSAP if required. Historical data for one PSAP shall not be available to other PSAPs.

### **2.1.22 Miscellaneous Requirements**

- a) The vendor is responsible for installing all equipment and new cabling required for the proposed system to include any necessary cable extenders for keyboards, mice, 24 button keypads, speakers and monitors as may be required.
- b) The vendor shall install removable Velcro straps for all cable bundles and rack cable management. Plastic cable tie wraps shall not be used.
- c) All CAT6e cables shall be installed with a 5-foot service loop at each end at all PSAPs.
- d) Any additional cables that the vendor may need to complete the Intelligent Workstation installation must be plenum grade.
- e) All cables must be identified on each end with permanent labels.
- f) The vendor will be responsible for the disposal of all abandoned equipment and cabling.
- g) Equipment purchased shall be delivered to its proper location and installed by the vendor without additional cost or expense and at the convenience and direction of Peach County.
- h) All work shall comply with the applicable national, state and local codes and regulations.
- i) The vendor is responsible for securing all required licenses and permits for any work performed in connection with the RFP.

- j) The vendor shall be responsible for any damage to existing systems or structures during the installation of the system.
- k) Two complete sets of as-built drawings are required.
- l) Vendor shall provide documentation for the installation, operation and maintenance for each component of the system. This documentation will include user manuals, maintenance manuals, parts list, of the equipment necessary for the continued and proper preventative maintenance and repair.
- m) A backroom cabinet diagram shall be included in the as-built documentation.

## **2.2 CALL FUNCTIONS:**

### **2.2.1 Selective Answer**

- a) The Intelligent Workstation shall present 9-1-1 calls with pre-answer ALI information and provide the users the ability to choose which call to answer when multiple 9-1-1 calls are ringing.
- b) The Intelligent Workstation shall present emergency administrative calls with Caller ID information, if available.
- c) The Intelligent Workstation shall present non-emergency administrative calls with Caller ID information, if available.
- d) Vendor shall describe the Intelligent Workstation behavior when Answer button used on the GUI or the external keypad to answer a call when there are 9-1-1 and/or emergency or non-emergency administrative calls ringing at the same time.
- e) If the optional Mapping component is used, the workstation shall present 9-1-1 calls with ANI on the integrated Map display at the Pre-ALI location with ability to quickly answer from the Map.

### **2.2.2 Hold**

The answering position shall allow the call taker to place any number of 9-1-1 calls on hold. To assist in retrieving the proper call, operators shall be presented with a list of calls on hold, showing the ANI, the ESN, the trunk number, the time and date at which each call was placed on hold. Call Takers shall also have the capability of retrieving 9-1-1 calls that have been placed on hold at another position. The system shall store the ANI/ALI information while the call is on hold hence avoiding repetition of the ALI request. This cached ALI information should be provided automatically to any workstation retrieving the Call from Hold, including remote positions.

### **2.2.3 Release**

The Intelligent Workstation shall have the ability to release any call when complete using a keystroke or mouse click. This shall include forced disconnect when that feature is supported by the originating 9-1-1 service provider.

### **2.2.4 Mute**

Users must be provided with ability to communicate privately, without Caller being aware. This includes the ability to notify other Dispatchers of a high-priority call, or to request assistance from a Supervisor. At a minimum, the system must provide the ability to Mute transmit and private position-to-position instant messaging. It is strongly preferable that Mute function is controllable from workstation. Instant Messages should have able to be

sent to groups as well as individual Users. The Intelligent Workstation shall have the ability to mute and un-mute the audio of any call by using a keystroke or mouse click on the GUI.

### **2.2.5 Conference Transfer**

The proposed system shall provide multi-partly conferencing for seven or more parties as a standard feature. The system must be able to conference all types of trunks, lines and stations in a single conference. Conference audio mixing must be done digitally to avoid audio quality degradation as parties are added. Use of the conference feature shall not preclude or prevent the use of any other standard call handling feature such as Monitor, Hold, or TDD send and receive. The system must track the join and release of each local and remote conference party and make that detail available in the standard Call Detail Report. Additionally:

- a) The Intelligent Workstation shall have the ability to transfer an established 9-1-1 call by executing a hook-flash on the incoming 9-1-1 circuit followed by either a pre-programmed tandem star code, speed dial or a manually entered 10-digit telephone number.
- b) The Intelligent Workstation shall have the ability to transfer an established 9-1-1 call to another group or queue of Intelligent Workstations by either a speed dial or manually dialed number.
- c) The Intelligent Workstation shall allow for the user to remain on an incoming 9-1-1 call and execute the conference transfer without putting the calling party on hold.
- d) The Intelligent Workstation shall have the ability to transfer an established administrative call, on a circuit configured with three-way calling, by executing a hook-flash on the incoming administrative circuit followed by either a speed dial or a manually dialed 7-digit telephone number.
- e) The Intelligent Workstation shall have the ability to transfer an established administrative call to third party by creating a conference with an outbound administrative line and either a speed dial or a manually dialed 7-digit or 10-digit telephone number.
- f) The Intelligent Workstation shall have the ability to transfer an established administrative call to another group or queue of Intelligent Workstations by either a speed dial or manually dialed number.
- g) Vendor shall state how many parties the system allows to be placed in a conference.
- h) The user shall be able to drop out of any of these conferences, leaving the other connected parties talking as long as at least one of the other parties possesses disconnect supervision on the connection.
- i) The Intelligent Workstation shall be able to execute a conference transfer while on the line with the calling party and another Intelligent Workstation.

### **2.2.6 Peach County Transfer**

The Intelligent Workstation shall have the capability to display at least three (3) emergency service agencies in Peach County on transfer buttons when a 9-1-1 call is received. The specific agencies displayed will be based on the ESN of the incoming 9-1-1 call. This capability shall allow a user to transfer a call to the appropriate Peach County agency and establish a no-hold conference call with a keystroke or mouse click.



### 2.2.7 Barge-In

- a) The Intelligent Workstation shall give the user the ability to barge into or join an existing 9-1-1 or administrative call by selecting the appropriate circuit indicator.
- b) ANI/ALI information, if available, shall be displayed on the user's display when barge-in is performed on a 9-1-1 call.
- c) The Intelligent Workstations shall be able to execute a transfer (speed dial or hook flash) while barged-in with another Intelligent Workstation.

### 2.2.8 Overflow Capability

- a) The system shall have the capability to overflow all unanswered 9-1-1 calls to another group of Intelligent Workstations or an outside Peach County upon one of the following two conditions being met:
  - A 9-1-1 call has not been answered within a specified time.
  - A 9-1-1 call is presented to the system and no users are available to answer.
- b) The system shall have the capability to overflow all unanswered administrative calls to another group of Intelligent Workstations or an outside County 911, upon one of the following two conditions being met:
  - An administrative call has not been answered within a specified time.
  - An administrative call is presented to the system and no users are available to answer the call.
- c) The system shall have the ability to continue to ring the original group of Intelligent Workstations the call was presented to in addition to the overflow groups.
- d) Administrative Redial
  - The Intelligent Workstation shall include a function to allow the user to view a list of the previous administrative calls received and placed from that workstation, select a call from the list and initiate a redial of the selected call using a keystroke or mouse click.
  - Vendor shall describe how many calls may be shown in the administrative call window. Additionally, the Intelligent Workstation shall include a Redial Button to immediately initiate a redial of the last call via mouse click.

### 2.2.9 9-1-1 Redial

The system shall provide Last Number Redial capability. Redial should be provided transparently for the last inbound or outbound call with a single click. The system should automatically utilize the correct Call Back Number for wireless calls. Long distance numbers should be detected and dialed as appropriate without User intervention. Non-dialable numbers should be skipped over in the single-button Redial buffer. User should have advantage of all redial capabilities described for any call in the Call History.

Additionally:

- a) The Intelligent Workstation include a function to allow the user to view a list of the previous 9-1-1 calls answered on that workstation, select a call from the list and to initiate a redial of the selected call using a keystroke or mouse click.
- b) The Intelligent Workstation shall perform a callback to a wire-line or 9-1-1 calling party by dialing the ANI received during the original call.
- c) The Intelligent Workstation shall perform a callback to a wireless or VoIP 9-1-1



calling party by dialing the CPN received during the original call.

- d) The Intelligent Workstation shall include a function to allow the user to initiate a redial of the last 9-1-1 call answered on that workstation using a single keystroke or mouse click.

#### **2.2.10 Call History**

- a) The Intelligent Workstation shall provide a method to allow the user to view the ANI and ALI information of answered 9-1-1 calls and the Caller ID information of answered administrative calls.
- b) Bidders shall describe the number of previous calls the system can display and how they are displayed.

#### **2.2.11 Speed Dial**

A speed-dial feature allowing access to an unlimited number of speed dial entries shall be provided. The speed dial should be able to organize into Customer defined categories. The number of categories should not be limited. Speed-dial numbers shall consist of any number of digits per entry. The speed-dial feature shall be user-programmable only under administrator level access. Speed Dial searching should match any field in the library including digit fields. Search strings should match anywhere within the field, not requiring to match the beginning of the field. Additionally:

- a) The speed dial feature shall allow the user to quickly access frequently called telephone numbers from a pre-programmed Directory list.
- b) The list shall provide access to telephone numbers arranged by logical categories. Each category should be properly identified and include single click icons for the most frequently called entries.
- c) The user shall be able to initiate a call to the speed dial by a keystroke or mouse click.
- d) The Directory shall support text completion search features in the speed dial list.

#### **2.2.12 Wireless ALI Rebid**

- a) The Intelligent Workstation shall have the capability to manually and automatically query the Remote ALI database for wireless calls and update the latitude and longitude coordinates.
- b) This feature shall be configurable as to the number and frequency of intervals for automatic mode.

#### **2.2.13 ALI Display**

The Intelligent Workstation shall display ALI information consistently when interfacing with different ALI providers that send their information in different formats.

#### **2.2.14 Abandoned 9-1-1 Calls**

- a) The system shall detect abandoned 9-1-1 calls and be capable of collecting the ANI digits and processing the ALI lookup regardless of the condition of the call (i.e. on-line or Hang-up).
- b) The system shall collect the digits immediately after applying power to the 9-1-1 circuit and then process the ALI lookup.
- c) The ANI and ALI of the abandoned caller must be available for viewing by the user and single click call back.

- d) If the optional mapping capability is used, the system shall visually and audibly indicate that a 9-1-1 call is abandoned and show its ALI based location on the map.

### **2.2.15 TDD/TTY**

The proposed system shall provide integrated TDD detection for all lines. The system should allow the Call Takers/Dispatchers to communicate by using the keyboard and/or pre-programmed messages. TDD messages shall be recorded by the system and stored perpetually with Call Detail data. TDD communications should be time-stamped and indicate the transmitting party. Historical TDD messages and time stamps information should be available for review within the Call History and MIS views. All TDD features should be available for review within the Call History and MIS views. All TDD features should function correctly on all calls; regardless of other features being used such as Conferencing, Monitor or Barge-In. Additionally:

- a) The Intelligent Workstation shall be capable of detecting emergency calls originating from Baudot-type Telecommunication Devices for the Deaf (TDD/TTY) equipment, and indicating to the user the presence of the TDD/TTY call.
- b) The Intelligent Workstation shall allow users to communicate with TDD/TTY callers directly from their 9-1-1 Intelligent Workstation keyboard without requiring the use of any external device.
- c) The Intelligent Workstation shall be capable of manually connecting to emergency calls originating from TDD/TTY equipment; as well as originating Baudot calls.
- d) The Intelligent Workstation shall allow users to store and send pre-programmed TDD/TTY messages.
- e) Must comply with ADA requirements for HCO (Hearing Carry Over) and VCO (Voice Carry Over) calls.
- f) The System must store all TDD/TTY conversation in call detail reports.

### **2.2.16 SMS (Text to 9-1-1)**

- a) The console shall provide the ability to process SMS (text to 9-1-1) calls in the same manner and in the same UI as voice and TDD/TTY calls.
- b) The SMS (text to 9-1-1) call processing window shall feature pre-programmed messages for users to provide "one-click" response to commons messages.
- c) SMS (text to 9-1-1) pre-programmed messages may be grouped based on the call type; i.e., fire, police, EMS, etc.
- d) SMS (text to 9-1-1) conversations shall be sent to the MIS reporting package for printing.
- e) SMS (text to 9-1-1) conversations may be transferred to other agents on the host system.
- f) SMS (text to 9-1-1) conversations may be transferred to other PSAPs on the host system.
- g) SMS (text to 9-1-1) conversation may be copied to the clipboard to be pasted into another application or printed.
- h) The SMS call processing shall support NENA i3 logging.
- i) SMS call transfers to other PSAPs shall be support in a NENA i3 manner once supported by the text call center (TCC's).

### **2.2.17 Instant Recall Recording**

- a) The Intelligent Workstation shall provide Instant Recall Recording (IRR) functionality for 911 and Administrative lines as required.
- b) Recordings shall be accessible on the Intelligent Workstation and provide for a 24-hour rolling log, by the user of recordings available for review.
- c) Playback shall be via an external speaker connected to the Intelligent Workstation or alternate headset connected directly to the workstations audio output.

## **3.0 IP BASED, P25 COMPLIANT RADIO DISPATCH CONSOLE SYSTEM SOLUTION**

### **3.1 Radio System Expectations:**

- a) Leverages existing network assets and achieves a high level of redundancy and fault tolerance.
- b) Ability to migrate to Project 25 standards as we expect a new radio system to be purchased within the service lifetime of this equipment.
- c) Common off the shelf components and equipment are preferred
- d) No common back-room equipment other than shared IP network components such as routers, switches, etc. is preferred. Systems with shared equipment will be considered.
- e) Internet VPN capability to allow employees to work from remote location
- f) Ability to allow a primary control station to be located at a remote location where we have IP network connectivity.
- g) A single vendor who can provide a truly integrated 9-1-1, telephony, and radio solution is preferred, but not required.
- h) One single PC at each workstation that operates CAD as well as new Telephone System and Radio system (If CAD software has not been certified to run on the same PC with your application you must include any costs for testing and certification as an option.) An innovative solution to using multiple PCs and a single keyboard/mouse or alternate input device will be considered.
- i) System with basic radio console features such as having a button to click for transmit or a flashing signal when radio traffic is expected. A solution of providing a common feature that might establish a higher value for your system needs to be noted.
- j) Short term licensing to temporarily increase workstations during emergency situations
- k) Short term licensing and installation on backup PCs for quick deployment after a PC failure or other emergencies.
- l) Short term licensing to accommodate special events. For example, during weather events we could use additional consoles, but usually for only 24-48 hours
- m) The availability of an API or other means of controlling the system from other applications is desired. Include a listing of the functions, if any, available to external programs.
- n) It is desired that the system offers temporary positions that are so seldom used is not cost effective to purchase permanent positions.
- o) It is desired that the system offers training positions that will also be used on an infrequent basis

### **3.2 System Requirements: Radio System solution must provide:**

- a) Instant recall recorder for each radio channel must be included with 10 minutes of storage per channel minimum
- b) Provide analog audio out per radio channel and per console position to interface with an archive recorder.
- c) system must be able to interpret and display digital unit Identification information provided by each and every radio upon transmit, so that the operator has a visual confirmation of the unit or radio number transmitting
- d) The system must support and integrate with AVL mapping software.
- e) VU meter or similar visual means of indicating to a dispatcher that their voice is at the desired transmit level. Ideally an audible alert will be given if the levels are under or over by more than a designated amount.
- f) The system will be IP based and handle network communications and radio control functions using commonly accepted industry standards.
- g) Ease of user access to pre-programmed paging for the 10 fire/ems agencies. The proper control station and channel as well as the pager tone(s) must be easily activated by a button click, right click, or another intuitive user interface.
  - i)The system must “stack” pages as we often page multiple departments to one event.
  - ii)The system must provide the ability to send a set of page tones manually for unplanned situations.
  - iii)The system must provide the ability to page on multiple frequencies simultaneously.
- h) An automatic failover to a control station at the 9-1-1 center in the event network connectivity is lost
- i) Primary control station to be located at a remote location where we have IP network connectivity. We have a “dark fiber” connection between our E-911 and most county buildings where we might relocate in an emergency.
- j) Intercom between console position including a broadcast feature that goes to all or pre-defined groups of consoles.
- k) System detects loss of network connectivity and automatically switches to a designated backup radio and alerts the users to this condition.
- l) System detects failure of a control station, or tone converter / gateway and switches to a designated backup and alerts the users to this condition.
- m) System monitors the transmit frequency from a repeater and signals the user if there is not a transmission from a repeater to match the transmission from a control station.

## **4.0 TRAINING:**

### **4.01 General**

The vendor shall include in its response, a training curriculum for users, administrators and training instructors. The training curriculum shall include instruction on all aspects of the Telephone Communication System, Intelligent Workstations, core host equipment, Radio Communications System and the management information systems.

- a) Training materials for users, administrators and training instructors shall be approved prior to the delivery of any training.
- b) The training schedule and location shall be approved by prior to training classes beginning.
- c) The training schedule shall consist of a sufficient number of days for user training to allow for shift rotation, and a sufficient number of days for system administrator and reporting training.
- d) Training location shall be the Peach County 911 center located at 213 Persons Street Fort Valley, GA 31030 and accommodate forty-five (45) users and two (2) system administrators.
- e) The vendor shall have personnel on-site for the system cut-over and for at least the first 24 hours following cut-over for transitional support.

## 5.0 SYSTEM TESTING AND ACCEPTANCE:

### 5.01 General

- a) The vendor shall create a written testing and acceptance plan after award of contract based on the equipment selected and present for approval.
- b) System Acceptance will not be provided until all items on the acceptance test plan are met to the satisfaction of Peach County. Punch list items may be agreed upon as a condition of acceptance
- d) The following failure priority levels are defined for use during the Systems Acceptance Testing process:
  - **Critical failures** are system failures that render the system unusable or significantly reduce system operability, and are considered to be operationally unacceptable.
  - **Non-Critical failure** are system failures or open punch list items that minimally reduce system operability or have little or no effect on system operability and usability, and are considered to be operationally acceptable only during the acceptance testing phase.
  - **Final Acceptance testing** is expected to commence immediately upon system cut over and proceed for thirty (30) consecutive Critical failure free days. If a critical failure occurs during the System Acceptance Testing period, the process will be stopped, and the failure(s) must be expediently fixed to Peach County's satisfaction. During this period of interruption, the system must continue to operate with the greatest degree of reliability possible given the respective failure(s). The System Acceptance Testing period of thirty (30) consecutive critical failure free days will restart the day after repairs are affected.
- e) The County representative may have access for inspection to the work area at any time.
- f) A final inspection will be completed by the County representative to verify deficiencies have been corrected prior to Substantial Completion and final payment.

- g) Prior to final acceptance, Contractor shall provide the County with manufacturers' written warranty documentation.
- h) Peach County shall not be deemed to have accepted any component or piece of equipment until such time, as said equipment has been installed, tested and is operating in accordance with the specifications contained herein
- i) Contractor shall maintain one workstation operational utilizing the existing system until final acceptance and training has been completed. Once final acceptance and training has been completed contractor shall upgrade this workstation to the new NG9-1-1 system and Radio Communication System.

## **6.0 WARRANTY AND MAINTENANCE**

### **6.01 General**

- a) Describe your warranty period.
- b) Describe your model(s) for delivering service / maintenance after the warranty period. Options to help contain costs if we provide a first level support are of particular interest.
- c) Do you offer different levels of support such as contracting for remote support and paying time and materials if an on-site visit is required?
- d) Describe your policy concerning software updates/revisions?

Features and Benefits not discussed above.

Please list (and number) any features or benefits that distinguish your system and/or add value that should be considered in our evaluation.

## **7.0 SPECIAL PROVISIONS:**

- 7.01** The proposal price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc., to cover the finished work.
- 7.02** Contractors must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hour Standard Act, and the National Occupational Safety and Health Act of 1970.
- 7.03** Contractors must certify that they do not and will not maintain or provide for their employees any facilities that are segregated on a basis of race, color, creed, or national origin.
- 7.04** The contractor's attention is directed to the fact that all applicable state laws, county municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they are written out in full herein.

**7.05** The successful contractor shall protect all work areas necessary to prevent accidents and insure safe working conditions for employees, work related personnel, and the general public.

**7.06** The contractor shall be responsible for any damages to existing utilities, concrete, asphalt, buildings, electronic systems, computer hardware or software or grounds, etc., and shall repair or replace any damage at their own expense.

**7.07 Right to Waive and Reject**

- a) The Board of Commissioners (Board), in its absolute discretion, may reject any proposal of a contractor that has failed, in the opinion of the Board, to complete or perform a Peach County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Peach County Purchasing Manager to emphasize this condition to potential contractors.
- b) There is no obligation on the part of the County to award the project to the lowest proposal price, and the County reserves the right to award the project to a contractor submitting a proposal response with a resulting negotiated agreement which is most advantageous and in the best interest of Peach County, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Peach County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- c) The Board reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.
- D) The Board specifically reserves the right to reject any conditional proposal and will normally reject those that made it impossible to determine the true cost of the proposal.
- E) Peach County, reserves the right to reject any subcontractors. If this should occur, the vendor may submit an alternative that is acceptable. Should a subcontractor fail to provide a reasonable level of service, the contractor must resolve this failure at its expense.

**7.08** Peach County may make such investigations deemed necessary to determine the ability of the contractor to perform the work and ensure there is no conflict of interest as it relates to the project. The contractor shall furnish to the County any additional information and financial data for the purpose as the County may request. The data may include a detailed and up-to-date list of equipment and materials which contractor proposes to use, indicating which portions they already possess and a detailed description of the method and program of work to be done. The County, at its discretion, may request vendors to present their proposals to the selection committee and/or be present for an interview by the selection committee.

**6.09** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract

- 6.10** The contractor shall employ a competent Superintendent who shall be in attendance at the project site during the performance of the work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.
- 6.11** Work Hours: Work hours will be from 6:00 am to 5:00 pm Monday through Saturday. Special exception may be made to the work hours upon request by the contractor.
- 6.12** Payment Requests: Payment requests can be made monthly. Contractor shall make Request for payments by the last day of each month. The pay request shall contain a breakdown of materials stored on site and their value and the value of work completed. The combined value of these items will equal the monthly pay request. An amount will be held as a retainage as detailed in the Contract General Conditions. The retainage will be paid upon final acceptance of the work and the submission of the "Final Affidavit" by the Contractor to the Owner.
- 6.13** Contractors are required to submit a Bond, Cashier's or Certified Check in the amount of 5% of their total proposal price and **the BOND MUST BE ATTACHED TO THEIR PROPOSAL RESPONSE.**
- 6.14** The contractor or contractors awarded the work shall provide performance and payment bonds in the amount of 100% of the initial contract price prior to a notice to proceed being issued.



**AGREEMENT:**

Upon acceptance of the winning Proposal by the Peach County Board of Commissioners, a contract will be negotiated and executed between the winning contractor and Peach County. No work shall commence until the contract has been signed and executed, all required forms have been completed, bonds executed and submittals received, and a Notice to Proceed (NTP) issued by the County.

A Purchase Order will be issued with the NTP. The contractor shall be paid upon submission of invoices. The invoices must conform to the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order number. Invoices shall be submitted to:

Peach County E911 Department  
Attention: Angela Tharpe, Director  
213 Persons Street  
Fort Valley, Georgia 31030

**No delivery of products or services shall become due or be accepted until a purchase order and notice to proceed has been issued by Peach County.**

## INSTRUCTIONS FOR SUBMITTING PROPOSALS

All contractors responding to this RFP must submit a completed detailed proposal.

Submission of Proposals – Sealed proposals must be received by the Board of Commissioners Office **BEFORE**

October 31, 2017, 2:30 p.m. local time. Proposals may be mailed or hand delivered to Peach County Board of Commissioners Office, Attn. April Hodges, 213 Persons Street, Fort Valley, Georgia 31030.

Questions and Inquiries – Written questions and inquiries will be accepted from any and all contractors or firms planning on submitting a proposal. Inquires pertaining to the RFP must give firm or contractor name, RFP number, title, and acceptance date. Material questions will be answered in writing and communicated in an addendum, provided that all questions are received at least five (5) days in advance of the Proposal acceptance date.

Addendum and Supplement to Request - If it becomes necessary to revise any part of this RFP, or if additional data are necessary to enable an exact interpretation of provisions of this RFP, an addendum will be issued. It is the responsibility of the party submitting the Proposal to ensure that they have received all addendums prior to submitting a proposal. **All addendums must be initialed and attached to the proposal.** Failure to include addendums may be ample cause for rejection of the proposal as non-responsive. Addendum will be published on the Peach County web site [www.peachcounty.net](http://www.peachcounty.net).

Required Copies - Each firm shall submit **one (1) original, three (3) copies and an electronic file in Adobe .pdf format on a flash drive** of their proposal to the County as indicated in this RFP. The original proposal shall be clearly marked "**ORIGINAL**", in blue ink and shall contain all original signatures in blue ink. Copies of the original proposal shall be clearly marked "**COPY**", in red ink.

All original and copies of proposals shall be permanently bound. Proposals submitted using spring loaded clips are not considered permanently bound. **Proposals not bound in a permanent method or in any way that individual sheets are not connected to adjacent sheets will be considered Non-Responsive and will not be considered.**

Late Proposals - Late proposals will be returned to party submitting the proposal unopened if the RFP number, acceptance date, and Contractor's return address is shown on the container.

Rights of County - The County reserves the right to accept or reject all or any part of any proposal.

Miscellaneous Requirements - The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the Contractor's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

To facilitate response analysis and evaluation we require that you respond using the format provided. You may elaborate and/or propose alternative means to achieve a function or feature. Ease of evaluation will be facilitated by plain answers not flowery marketing prose. We encourage vendors to propose features and/or options we may not have included. If there are additional costs for any features or options proposed, please include them clearly as options on the pricing summary page. We will ask for customer references and additional company information after evaluating responses.

### Pricing

There is a spreadsheet provided for your pricing response. You are encouraged to add as many rows as needed to properly represent your system and to make pricing for optional items easy to understand. We do not want to see the detail of the number and type of cables and other miscellaneous pieces and parts needed for the system if they are not optional. Our goal is to be able to easily determine what your system will cost initially and then to operate based on what if any options we select.

We do not know if any of our municipal dispatch partners will purchase additional workstations on this system but we do want pricing per position as an option. This assumes your system allows remote workstations and the pricing should include everything needed for a single workstation with the exception of the computer.

Our existing Baker system is a truly integrated telephony and radio solution and as such we have both applications at each position. We desire to maintain this functionality but may consider not having both applications at each position if cost is prohibitive. Pricing is requested per position to facilitate a cost / benefit analysis of continuing this model.

### PROPOSAL SELECTION PROCESS

Following the opening of proposals, the following procedure will be used to determine the successful bidder: The County will first eliminate from consideration all proposals that are not “responsive” as such term is defined as “a proposal or proposal that conforms in all material respects to the requirements set forth in the invitation for proposals.” and will further eliminate any proposal as “not responsive” to which the County does not assign an aggregate score of at least 78 under weighted evaluation factors set forth below. The County will deem all remaining proposals to be responsive and responsible.

### REQUIRED PROPOSAL INFORMATION

Proposals shall contain the following information: ***Any information not included with the proposal may lead to proposal being rejected as non-responsive***

- a) Detailed description of the methods, materials equipment, and software that will be utilized to meet the specifications listed in this RFP. Include any plans and specifications that will help explain the proposed solution. Please be thorough and detailed, but not overly lengthy in the presentation. The following items must be addressed:
  - i. Describe the acceptance testing process you recommend
  - ii. Describe the transition process from the existing system
  - iii. Describe what, if any, means you offer to temporarily increase our total number of workstations / licensed users during emergencies and training. Include a system diagram if needed for reference.
  - iv. Describe any part of the system equipment, installation, training, and/or service outsourced to others
  - v. Describe what if any operational and/or cost benefits we will receive from having your solution at multiple dispatch centers
  - vi. Describe any network equipment (routers, gateways, servers, etc.) required at a dispatch center that is not co-located with the primary servers
  - vii. Describe the number of workstation positions can be supported by the base equipment package provided
  - viii. As we desire to support radio communications using existing IP connectivity, describe the bandwidth per position, per radio, or in other measure that your system requires. Include any network protocols, ports, routing requirements, quality of service levels, or other IP networking issues/considerations we should include in our evaluation of your solution’s impact on our network and/or costs to obtain connectivity at new locations.
  - ix. Describe what if any security measures or devices are used to enable software to become operational. For example; if a USB key is required will the key operate on another PC easily
- b) Warranty information for equipment and labor
- c) An annual maintenance agreement if available.
- d) Four owners as reference. Include at least two governmental owners. Include name, contact phone number and address for each reference.
- e) Current name and address of contractor
- f) Current president or chief executive officer
- g) Name and address of current affiliated companies (parent, subsidiary,
- h) Number of permanent employees
- i) If a joint venture, list all of the participants
- j) A brief history of the company.
- k) List all subcontractors
- l) List all licenses held by contractor

- m) Financial statement certified by a CPA from the previous three years. If such statements are not available, please provide the following information from the last three completed fiscal years
  - a. For Year Ending
  - b. Gross Revenues
  - c. Gross Expenditures
  - d. Gross overhead and administrative cost
  - e. Gross Profit
- n) Any bankruptcies or bankruptcy petitions the contractor or its parents or subsidiaries have filed in its name voluntarily or involuntarily in the past seven (7) years. If so, please specify the date, circumstances, and resolution. If there is none, provide statement that there have been no bankruptcies.
- o) Any Company name changes in the past five (5) years. If there is none, provide statement that there have been no name changes.
- p) All projects of reasonably similar nature, scope and duration performed by contractor in the past three years, specifying, where possible, the name and last known address of each owner of those projects. Identify any projects performed in Georgia, as well as any public works projects.
- q) Of the projects listed in response to question (f) above, identify any that were the subject of a substantial claim or lawsuit by or against the contractor. Please identify in your response the nature of such claim or lawsuit, the court in which the case was filed and the details of its resolution.
- r) The name, qualifications and background of the contractor's proposed project manger for this project. Include the names and addresses of companies with which he or she has been affiliated in the past five years. Indicate whether the contractor commits to making the proposed project manager available for the duration of the project.
- s) Identify the primary contact for questions concerning this proposal.
- t)
- u) At least three projects, by size, type and duration that the proposed project manager has managed in the past five years for the contractor or for any other company
- v) Has the contractor ever failed to complete a project? If so please explain. If not please state that you have not.
- w) Have any criminal proceedings or investigations been brought against the contractor in the past ten years? If the answer is yes, please attach a complete and detailed report. If not please state that you have not.
- x) Critical path schedule for all work, testing, and training. Critical path schedule must identify How soon the system can be installed and ready for testing on our premises?
- y) Any additional information that you believe would assist the County in evaluating the possibility of using the contractor on this project.

**All Contractors responding to this RFP will be evaluated according to the following factors:**

- Unit Costs
- Delivery Schedule and Installation Schedule
- Company Organization and History
- Company Financial/Legal Status
- History of Similar Work
- References
- Warranties on Labor and Materials/Equipment
- Capacity of proposal solution(s) to meet the requirements of NG9-1-1 compliant IP based telephone system and P25 compliant radio system
- Ability of the proposed systems to improve daily operations, enhance interoperability, increase diversity/redundancy, and prepare Peach County 9-1-1 for the future

**Proposal Evaluation Factors**

<u>Factor</u>	<u>Evaluation Weight (Points)</u>
Unit Costs	15
Delivery Schedule and Installation Schedule	5
Company Organization and History	10
Company Financial/Legal Status	10
History of Similar Work	10
References	5
Warranties on Labor and Materials/Equipment	10
Capacity of proposal solution(s) to meet the requirements of NG9-1-1 compliant IP based telephone system and P25 compliant radio system	20
Ability of the proposed systems to improve daily operations, enhance interoperability, increase diversity/redundancy, and prepare Peach County 9-1-1 for the future	15

Submit the following completed documents with the Proposal packages. **Proposals not containing the following completed documents will be considered “non-responsive” and may be rejected for consideration:**

- Proposal Form (completed and signed)
- Required proposal information outlined above
- Certification by Contractor, Non-Segregated Facilities (Signed and Dated)
- Certification by Contractor, Drug-Free Workplace Act (Signed and Dated)
- Non-Collusion Affidavit or Prime Contractor (Signed, notarized, and dated)
- Conflict of Interest Certification (Signed and Dated)
- Vendor Information Sheet (Completed, Signed and Dated)
- Form W9 (Taxpayer Identification Number)
- SAVE Affidavit (all contractors, or vendors) (Signed, notarized, and dated)
- Sub-Contractor E-Verify Affidavit (all contractors, subcontractors or vendors that are not sole proprietors with zero employees) (Signed, notarized, and dated)

- Insurance Certificate(s) verifying required insurance:
  - Certificate of Liability Insurance
  - Certificate of Workers Compensation Insurance
  - Certificate of Automobile Liability Insurance
- Sole Proprietor Contractor Affidavit (only contractors or vendors with no employees) (Signed, notarized, and dated)
- Photo Identification (only if vendor or contractor is a Sole Proprietor) (see attached list of acceptable documents)
- Addendum (if any) initialed by Contractor if applicable

The Proposal form contains a list of the work upon which the County is accepting proposals and costs. Please provide pricing on the items as listed on the schedule of unit prices form, in the unit of measure as noted. Vendors may complete Schedule of Unit Prices for Telephone System only, Radio System only or Telephone System and Radio System and associated alternates. Alternates 2 and 4 are optional.

**Proposal Form Page 1 of 4**

Proposal of \_\_\_\_\_ (hereinafter called "**Contractor**"),  
a company organized and existing under the laws of the State of Georgia, \*an individual, a corporation, a  
partnership doing business as: \_\_\_\_\_

Contractor or Firm Name

TO: Peach County (Hereinafter called "**County**")

Gentlemen:

The **Contractor**, in compliance with your Notice to Contractors and all Proposal Documents,  
elects to submit a Proposal on the entirety of the following **Work**:

The proposal shall meet all requirements set forth in the specifications section of this RFP to  
replace the existing 9-1-1 System with an NG9-1-1 Ready Public Safety Answering Point  
(PSAP) solution and P25 compliant radio system in accordance with specifications as detailed  
in the RFP package and all addenda published prior to the proposal closing.

Having examined the site of the proposed **Work**, and being familiar with the conditions  
throughout the County and of the proposed work, including the availability of materials and  
supplies to complete the work in accordance with the RFP, within the specifications set forth  
herein, and at the prices stated below, The undersigned **Contractor** proposes to enter into a  
contract with Peach County to provide the necessary machinery, tools, apparatus, all labor, and  
other means of construction necessary to complete the **Work**, the undersigned **Contractor**  
proposes to complete the items listed in the attached Schedule of Items for the unit prices  
stated.

**Contractor** further proposes and agrees hereby to promptly commence the **Work** with  
adequate force and equipment within thirty (30) calendar days from receipt of Notice to  
Proceed, or as may be specified by Special Provision, and to complete the entirety of the **Work**  
as expeditiously as possible.



**Proposal Form Page 2 of 4**

**Peach County IP-Based NG9-1-1 Telephone System E911 System Replacement**

<b>Line No</b>	<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price (Quantity x Unit Price)</b>
1	Replace the existing 9-1-1 System with an NG9-1-1 Ready Public Safety Answering Point (PSAP) solution for five (5) base operation workstations	1	LS		
2	Annual software licensing Fees	1	LS		
3	Annual Maintenance Agreement	1	LS		
<b>Proposal Total</b>					

**Schedule of Unit Item Prices**

**Alternate No. 1 One IP-Based NG9-1-1 Telephone System E911 Additional Base Operation Workstation**

<b>Line No</b>	<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price (Quantity x Unit Price)</b>
1	one base operation workstation	1	LS		
2	Annual software licensing Fees	1	LS		
3	Annual Maintenance Agreement	1	LS		
<b>Alternate No. 1 Total</b>					

**Schedule of Unit Item Prices**

**Alternate No. 2 One IP-Based NG9-1-1 Telephone System E911 Temporary Base Operation Workstation (Optional)**

<b>Line No</b>	<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price (Quantity x Unit Price)</b>
1	one temporary base operation workstation including license	1	Day (24 hours)		
<b>Alternate No. 2 Total</b>					

Proposal Form Page 3 of 4

**Schedule of Unit Item Prices**

**Peach County IP-Based P25 compliant Radio System Replacement**

Line No	Item	Quantity	Unit	Unit Price	Extended Price (Quantity x Unit Price)
1	Replace the existing 9-1-1 Radio System with an IP-Based P25 compliant Radio System for five (5) base operation workstations	1	LS		
2	Annual software licensing Fees	1	LS		
3	Annual Maintenance Agreement	1	LS		
<b>Proposal Total</b>					

**Schedule of Unit Item Prices**

**Alternate No. 3 One IP-Based P25 compliant Radio System Workstation**

Line No	Item	Quantity	Unit	Unit Price	Extended Price (Quantity x Unit Price)
1	one base operation workstation	1	LS		
2	Annual software licensing Fees	1	LS		
3	Annual Maintenance Agreement	1	LS		
<b>Alternate No. 3 Total</b>					

**Schedule of Unit Item Prices**

**Alternate No. 4 One Temporary IP-Based P25 compliant Radio System Workstation (Optional)**

Line No	Item	Quantity	Unit	Unit Price	Extended Price (Quantity x Unit Price)
1	one temporary base operation workstation including license	1	Day (24 hours)		
<b>Alternate No. 4 Total</b>					

**Proposal Form Page 4 of 4**  
**Schedule of Unit Item Prices**

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**Contractor (Print)**

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(Signature)

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Name of Signer (Print)

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Title of Signer (Print)

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Date

**CERTIFICATION BY CONTRACTOR**

**Regarding: NON-SEGREGATED FACILITIES**

The **Contractor** certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated facilities include, but are not necessarily limited to, drinking fountains, transportation, parking, entertainment, recreation, and housing facilities; waiting, rest, wash, dressing, and locker rooms, and time clock, **Work**, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, on the basis of color, creed, national origin, and race. The **Contractor** agrees that, except where he has obtained identical certifications from proposed subcontractor for specific time periods, he will obtain identical certifications from proposed subcontractor prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The **Contractor** agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

\_\_\_\_\_  
**Contractor (Print)**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name of Signer (Print)

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Date

**CERTIFICATION BY CONTRACTOR**

**Regarding: Drug-Free Workplace Act**

The Contractor certifies that provisions of Sections 50-24-1 through 50-24-6 of the Official Code of Georgia annotated, relating to the “Drug-Free Workplace Act” have been, and will be, complied with in full. Including compliance by sub-contractors performing work under this agreement.

\_\_\_\_\_  
Contractor (Print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name of Signer (Print)

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Date

**NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR**

State of \_\_\_\_\_ ), County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn,  
deposes and says that:

1. He/She is \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent) of the **Contractor** that has submitted the attached **Proposal**;
2. He/She is fully informed respecting the preparation and contents of the attached **Proposal** and of all pertinent circumstances respecting such **proposal**;
3. Such **Proposal** is genuine and is not a collusive or sham **Proposal**;
4. Neither the said **Contractor** nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other **Contractor**, firm or person to submit a collusive or sham **Proposal** in connection with the Contract for which the attached **Proposal** has been submitted to or refrain from Proposing in connection with such Contract, or has in any collusion or communication or conference with any other **Contractor**, firm or person to fix the price or prices in the attached **Proposal** or of any other **Contractor**, or to fix any overhead, profit or cost element of the **Proposal** price or the **Proposal** price of any other **Contractor**, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Peach County or any person interested in the proposed Contract; and,
5. The price or prices proposal in the attached **Proposal** are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the **Contractor** or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

Name \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Title

**CONFLICT OF INTEREST CERTIFICATION**

By signing and submitting this Proposal I hereby certify that employees of this company or employees of any company supplying material or subcontracting to do **Work** on this Contract will not engage in business ventures with employees of Peach County or Peach County Consultants nor shall they provide gifts, gratuities, favors, entertainment, loans, or other items of value to employees of Peach County.

Also, by signing and submitting this Contract, I hereby certify that I will notify Peach County through its Director of Public Works of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do **Work** on this Contract with a family member of Peach County employees.

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name of Signer

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Date

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## VENDOR INFORMATION

COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TYPE OF BUSINESS: (CIRCLE ONE) CORPORATION PARTNERSHIP SOLE PROPRIETOR

Have you done business with Peach County in the past? (circle one) YES NO

Do you participate in the E-Verify Program? (circle one) YES NO

Do you have a Federal Tax ID number? (circle one) YES NO

*The information contained in this document is true to the best of my knowledge and I understand that giving false, misleading or deceptive information is considered unlawful and may be punishable by penalties of prosecution based on Georgia law.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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Revised August 2014





GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (OCGA 13-10-91)

CONTRACTOR E-VERIFY AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **PEACH COUNTY BOARD OF COMMISSIONERS** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in OCGA § 13-10-91. Furthermore, the undersigned contractor will continue to use E-Verify throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by OCGA § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number  
(4-6 digit number can be found on MOU)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:  
\_\_\_\_\_

Revised August 2014

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (OCGA 13-10-91)

SUBCONTRACTOR E-VERIFY AFFIDAVIT

SUBCONTRACTOR'S NAME: \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_

By executing this affidavit, the undersigned Subcontractor verifies its compliance with OCGA § 13-10-91, stating affirmatively that the Subcontractor which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of PEACH COUNTY BOARD OF COMMISSIONERS has registered with and is participating in the E-Verify program in accordance with the applicability provisions and deadlines established in OCGA 13-10-91.

\_\_\_\_\_  
Federal Work Authorization User Identification Number  
(4-6 digit number can be found on MOU)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

Revised August 2014

SOLE PROPRIETOR EXEMPTION AFFIDAVIT

The undersigned sole proprietor of \_\_\_\_\_ verifies that they are exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation has no employees other than themselves and is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions.

In making this representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

\_\_\_\_\_  
Type of secure and verifiable document provided  
*[Attach copy i.e., driver's license, passport etc.]*

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Revised August 2014

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Private Employer Exemption Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation has NO employees that you are the sole proprietor of \_\_\_\_\_ and are not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6.

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Printed Name of Exempt Private Employer

\_\_\_\_\_  
Signature of Exempt Private Employer or  
Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Person Executing Affidavit

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

NOTARY PUBLIC  
My Commission Expires:  
\_\_\_\_\_

\* This affidavit is for submissions made on or after to July 1, 2013.

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Revised August 2014



**Secure and Verifiable Documents Under O.C.G.A. § 50-36-2**

*Issued August 1, 2014 by the Office of the Attorney General Georgia*

The Illegal Immigration Reform and Enforcement Act of 2011 ("IIREA") provides that "[n]ot later than August 1, 2011, the Attorney General shall provide and make public on the Department of Law's website a list of acceptable secure and verifiable documents. The list shall be reviewed and updated annually by the Attorney General." O.C.G.A. § 50-36-2(f). The Attorney General may modify this list on a more frequent basis, if necessary.

Any secure and verifiable document presented must not be expired. If expiration occurs during contract/benefit period, a current document must be presented to maintain compliance.

The following list of secure and verifiable documents, published under the authority of O.C.G.A. § 50-36-2, contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

- A United States passport or passport card [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- A United States military identification card [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- A driver's license issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- An identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- A tribal identification card of a federally recognized Native American tribe, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer. A listing of federally recognized Native American tribes may be found at <http://www.bia.gov/WhoWeAre/BIA/OIS/TribalGovernmentServices/TribalDirectory/index.htm> [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- A United States Permanent Resident Card or Alien Registration Receipt Card [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- An Employment Authorization Document that contains a photograph of the bearer [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- A passport issued by a foreign government [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- A Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- A Free and Secure Trade (FAST) card [O.C.G.A. § 50-36-2(b)(3), 22 CFR § 41.2]
- A NEXUS card [O.C.G.A. § 50-36-2(b)(3), 22 CFR § 41.2]
- A Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card [O.C.G.A. § 50-36-2(b)(3), 22 CFR § 41.2]
- A driver's license issued by a Canadian government authority [O.C.G.A. § 50-36-2(b)(3), 8 CFR § 274a.2]
- A Certificate of Citizenship issued by the United States Department of Citizenship and Immigration Services (USCIS) (Form N-560 or Form N-561) [O.C.G.A. § 50-36-2(b)(3), 6 CFR § 37.11]
- A Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) (Form N-550 or Form N-570) [O.C.G.A. § 50-36-2(b)(3), 6 CFR § 37.11]
- Certification of Report of Birth issued by the United States Department of State (Form DS-1350) [O.C.G.A. § 50-36-2(b)(3), 6 CFR § 37.11]
- Certification of Birth Abroad issued by the United States Department of State (Form FS-543) [O.C.G.A. § 50-36-2(b)(3), 6 CFR § 37.11]
- Consular Report of Birth Abroad issued by the United States Department of State (Form FS-240) [O.C.G.A. § 50-36-2(b)(3), 6 CFR § 37.11]
- An original or certified copy of a birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal [O.C.G.A. § 50-36-2(b)(3), 6 CFR § 37.11]

In addition to the documents listed herein, if, in administering a public benefit or program, an agency is required by federal law to accept a document or other form of identification for proof of or documentation of identity, that document or other form of identification will be deemed a secure and verifiable document solely for that particular program or administration of that particular public benefit. [O.C.G.A. § 50-36-2(c)]

SAVE [SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS] PROGRAM AFFIDAVIT  
(O.C.G.A §50-36-1(E)(2))

AFFIDAVIT VERIFYING STATUS FOR PUBLIC BENEFIT APPLICATION CONTRACTS

Peach County, Georgia is authorized to enter into contracts pursuant to GA. Const. Art. IX, § III Par I; OCGA § 36-10-1 through §36-10-2; OCGA § 36-60-14; OCGA § 36-91-1. Prior to entering into a contract with the PEACH COUNTY BOARD OF COMMISSIONERS, by executing this affidavit under oath, I, \_\_\_\_\_, on behalf of \_\_\_\_\_

Am Stating that:

1.) \_\_\_\_\_ I am a United States citizen.

OR

2.) \_\_\_\_\_ I am a legal permanent resident of the United States.

OR

3.) \_\_\_\_\_ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act and lawfully present in the United States.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one (1) secure and verifiable document as verification, as required by OCGA § 50-30-1(e)(1), with this affidavit. In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

\_\_\_\_\_  
Signature of Employee Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Alien Registration Number (for non-citizens)

\_\_\_\_\_  
Type of secure and verifiable document provided  
(i.e., driver's license, passport, etc.)

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:



**EXHIBIT 1**

**PEACH COUNTY**

**CONTRACT AGREEMENT**

**Peach County 911**

**IP-Based NG9-1-1 Telephone System and IP Based Radio Console System**

**CONTRACT # C – 021 - 17**

**Peach County, Georgia**

**CONSTRUCTION CONTRACT**



## EXHIBIT 1

**THIS AGREEMENT** made by and between PEACH COUNTY, GEORGIA, a political subdivision of the State of Georgia hereinafter called "**County**", and [ **Company/Partnership/Individual** ] a contractor doing business as a corporation, authorized to do business in Georgia hereinafter called "**Contractor**".

**WITNESSETH:** that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **County**, the **Contractor** hereby agrees to commence and complete the construction described as follows:

### **General Scope of Work:**

#### **Furnish all labor, materials, and equipment for:**

1. Replace the existing 9-1-1 System with an NG9-1-1 Ready Public Safety Answering Point (PSAP) solution. The identified requirements focus on supporting a complete turnkey Customer Premise Equipment (CPE) installation utilizing NG9-1-1 industry standards or recommendations for interconnection at the Peach County 911 center located at 213 Persons Street Fort Valley, GA 31030.
2. Upgrade or replace the existing Motorola CENTRACOM Elite Dispatch radio console system that was installed in 2009 with an IP based Radio Dispatch Console System solution

The Scope of Work will include, but not be limited to:

- A. All field layouts
- B. Furnishing all equipment, labor to install the new system
- C. Moving and replacing to the original location and condition all furniture and fixtures required to be moved for proper system installation
- D. Furnishing all extra materials as required and/or specified

## EXHIBIT 1

### WITNESSETH THAT:

WHEREAS, the COUNTY desires to engage a qualified and experienced CONTRACTOR to perform certain services relative to the CONSTRUCTION of: Carpet replacement at the Thomas Public Library and the Byron Public Library in Peach County, Georgia.

And; WHEREAS, the CONTRACTOR has represented to the COUNTY that it is experienced and qualified to perform the services contemplated and acknowledges that the COUNTY has relied upon such representation.

NOW, THEREFORE, the COUNTY and the CONTRACTOR in consideration of the promises and mutual obligations contained herein and under the conditions hereinafter set forth, do agree as follows:

**IP-Based NG9-1-1 Telephone System and IP Based Radio Console System Project** hereinafter called the "Project", shall be constructed by the **CONTRACTOR** for the sum of **[\$Written (\$)]** and all extra work in connection therewith, and at **Contractor's** own cost and expense necessary to furnish all materials, supplies, machinery, Equipment, tools, superintendence, labor, insurance, and other accessories and services to complete the said project in accordance with the conditions and prices stated in the response to Proposal the General Scope of Work, the General Conditions, and the approved plans and specifications, which include all explanatory matter thereof, as prepared by the County, hereinafter called the "**Work**", all of which are made a part hereof and collectively constitute the **Construction Contract**.

The **Contractor** shall promptly commence the Work with adequate force and equipment within **[Fourteen (14)]** calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the Work within **[ninety (90)]** days of the time of award, by no later than **[Date]** or as may be specified by Special Provision.

The **County** agrees to pay the **Contractor** in current funds for the performance of the Contract subject to additions and deductions as provided in the General Conditions of the Contract.

**EXHIBIT 1**

**IN WITNESS WHEREOF**, the parties to those presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**PEACH COUNTY, GEORGIA**

ATTEST: By: (Seal)

---

Martin H. Moseley Jr.  
Chairman, Board of Commissioners

**CONTRACTOR**

ATTEST: By: (Seal)

---

Authorized Signer Name and Title (print)

---

Authorized Signer signature

**EXHIBIT 1**

**FINAL AFFIDAVIT**

TO: PEACH COUNTY, GEORGIA

I, \_\_\_\_\_ (Contractor authorized person), hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by \_\_\_\_\_ (Contractor) or any of his subcontractors in connection with the written agreement dated, \_\_\_\_\_ 2016, entered into a Contract with County for Construction of \_\_\_\_\_ [project] in PEACH COUNTY have been paid and satisfied in full as of, this \_\_\_\_\_ day of, \_\_\_\_\_ 2012 and that there are no outstanding obligations or claims of any kind for the payment of which Peach County on the above named projects might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

\_\_\_\_\_ (Contractor authorized person) Personally appeared before me this this \_\_\_\_\_ day of, \_\_\_\_\_ 2016, who under oath deposes and says that he is of the firm of \_\_\_\_\_ (Contractor) that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

My Commission Expires

EXHIBIT 1

Contractor's Initials \_\_\_\_\_

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**CONTRACT GENERAL CONDITIONS**

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**DRAFT**

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CONTRACT GENERAL CONDITIONS

**1.0 DEFINITIONS:** Wherever used in the bidding requirements or contract documents, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

Addenda – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, respond to questions, or change the bidding requirements in the proposed contract documents

Agreement – The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

Agreement Execution - means the date on which the Owner executes and enters into an Agreement with the Contractor to perform the Work.

Application for Payment – The form acceptable to the Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents

Bid – The offer or proposal of a bidder submitted to the prescribed form setting forth the prices for the Work to be performed

Bidding Documents – The Bidding Requirements and the proposed Contract Documents including all Addenda

Change Order – A document recommended by the engineer which is signed by the Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the contract price or Contract Times, issued on or after the Effective Date of the Agreement.

Contract – The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements whether written or oral. The Agreement Documents specifically identified and incorporated herein by reference in Section 2.0, CONTRACT DOCUMENTS represent the entirety of the Contract.

Contract Price – The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the agreement

Contractor - means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference in Section 2.0, CONTRACT DOCUMENTS.

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

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CONTRACT GENERAL CONDITIONS

County - means Peach County, Georgia, a political subdivision of the State of Georgia.

Day – A calendar day of 24 hours measured from midnight to the next midnight

Defective Work – Work that is faulty, deficient, does not conform to Contract Documents, does not meet the requirements of any applicable inspection, reference standard, test or approval referred to in the Contract Documents, has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by the Owner at Substantial Completion)

Director - Director of Peach County Public Works Department

Drawings - means collectively, all the drawings, sealed by a Georgia Professional Engineer, Architect, Landscape Architect, Surveyor or other approved design professionals, approved for construction by the COUNTY, listed in this Agreement, and also such supplementary drawings as the COUNTY’S consultant(s) may issue from time to time in order to clarify or explain such drawings or to show details which are not shown thereon.

Effective Date of Agreement – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver

Engineer - Director of Peach County Public Works Department or duly appointed representative

Field Order – A written order issued by the Engineer which requires minor changes in the work but which does not involve a change in the Contract Price or Contract Times.

MUTCD – Manual on Uniform Traffic Control Devices for Streets and Highways

Notice of Award – The written notice by the Owner to the successful bidder stating that upon timely compliance by the successful bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

Notice to Proceed – A written notice given by the Owner to the contractor fixing the date on which the contract times will commence to run and on which the contractor shall start to perform the work under the contract documents.

Owner – The County

Responsible Bidder – Means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. This will be determined by the County as a bid proposal that has an aggregate score of 85 or greater as outlined in the evaluation criteria in the instructions to bidders.



## EXHIBIT 1

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### CONTRACT GENERAL CONDITIONS

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 invitation for bids.

Schedule of Values – A schedule, prepared and maintained by the Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for Reviewing Contractor's Application for Payment

Specifications - means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with Contractor or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Substantial Completion – The time at which the Work (or specified part thereof) has progressed to the point where, in the opinion of the Engineer, the Work (or specified part thereof) can be utilized for the purpose(s) for which it is intended.

Supplemental Agreement - means a written order to the Contractor signed by Owner and accepted by the Contractor, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Unit Price Work – Work to be paid for on the basis of unit prices

Work – The entire construction or the various separately identifiable part thereof required to be provided under the Contract Documents. Work includes and is the result of any and all obligations, duties and responsibilities, including furnishing equipment, materials, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by the Contractor under this Agreement.

## 2.0 CONTRACT DOCUMENTS

### 2.1 List of Documents

The Agreement, any required bonds, the General Conditions, the Detailed Scope of Work, the Exhibits, The Proposal, The Bid Form, and all Supplemental Agreements shall constitute the Agreement Documents.

### 2.2 Conflict and Precedence

2.2.1 The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Supplemental Agreements

**EXHIBIT 1**

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**CONTRACT GENERAL CONDITIONS**

2. Agreement
3. General Conditions
4. Detailed Scope of Work
5. Proposal/Bid/Quote
6. Specifications
7. Drawings

**3.0 COVENANTS AGAINST CONTINGENT FEES**

The CONTRACTOR shall comply with the relevant requirements of all Federal, State, County or local laws. The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business and that the CONTRACTOR has not received any non-COUNTY fee related to this Agreement without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**4.0 INSURANCE**

The CONTRACTOR shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will insure and indemnify both COUNTY and CONTRACTOR against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent acts or activity of the CONTRACTOR during the term of this Agreement. The certificate holder shall be shown as Peach County Board of Commissioners, 235 Person Street, Fort Valley, Georgia 31030. The liability under such insurance policy(s) shall be not less than: \$2,000,000.

**A. WORKERS COMPENSATION** - Coverage to apply for all employees for Statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a minimum limit of \$ 500,000 each accident/ \$ 500,000 disease policy limit/ \$ 500,000 disease - each employee.

**B. COMPREHENSIVE GENERAL LIABILITY** - Shall have minimum limits of \$ 1,000,000 Per Occurrence, \$2,000,000 policy limit, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises/Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, XCU Coverage, Blanket Contractual Liability, and Personal Injury Coverage.

**C. BUSINESS AUTO LIABILITY** - Shall have minimum limits of \$ 1,000,000 Per Occurrence, \$2,000,000 policy limit, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include, Owned Vehicles, Hired and Non-Owned Vehicles.

**EXHIBIT 1**

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**CONTRACT GENERAL CONDITIONS**

SPECIAL REQUIREMENTS:

E. The Peach County Board of Commissioners is to be included as an **ADDITIONAL INSURED** on both the Comprehensive General Liability and Business Auto Liability Policies and Umbrella if necessary.

**F. HOLD HARMLESS CLAUSE**

See Article 6.0, INDEMNIFICATION

G. Current valid, insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the COUNTY 30 days prior to any expiration date. There shall also be a 30 day notification to the COUNTY in the event of cancellation or modification of any stipulated insurance coverage.

H. It shall be the responsibility of the CONTRACTOR to ensure that all subcontracts comply with the same insurance requirements that the COUNTY requires the CONTRACTOR to maintain.

I. Certificates of insurance, policies, bonds, and any other contract requirements meeting the required Risk Management and Insurance provisions shall be forwarded to the COUNTY'S Public Works Office with the executed Contract. A renewal certificate should be forwarded to the Public Works Office 30 days prior to the expiration date of the policy. There should also be a 30 day notification to the COUNTY in the event of cancellation or modification of any stipulated insurance coverage. It will be the responsibility of the Public Works Department to monitor contract requirements.

J. All Insurance Policies of the CONTRACTOR will be required to be written on an Occurrence Basis. If a particular CONTRACTOR has insurance which is written on a Claims-Made Basis, these policies should be referred for approval by the County Administrator or action by the Board of Commissioners. When requesting evidence of insurance (certificates/policies) from CONTRACTOR, it should be clearly stated on the Certificate of Insurance or Insurance Policy whether the policy is written on an Occurrence Basis or Claims-Made Basis. A Claims-Made Policy may be acceptable but does require special review and tailoring for certain items. The Finance Section will assist with this process. When a Claims-Made Policy is acceptable, actual copies of the policies will be required to be forwarded to the COUNTY'S Finance Section.

K. Any certificates of insurance naming an insurance company that does not have at least a "B" rating by A. M. Best & Company shall be referred to the Finance Section for approval by the County Administrator or action by the Board of Commissioners.

L. All insurance documentation and approvals must be in place before the commencement of any work.

**EXHIBIT 1**

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**CONTRACT GENERAL CONDITIONS**

**THE COUNTY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT OR AGREEMENT UNTIL SUCH CERTIFICATES MEETING THE ABOVE REQUIREMENTS SHALL HAVE BEEN DELIVERED TO AND APPROVED BY THE COUNTY.**

**5.0 PROHIBITED INTERESTS**

A. Conflict of Interest: The CONTRACTOR agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further agrees that, in the performance of the Agreement, no person having any such interest shall be employed directly or indirectly by the CONTRACTOR.

B. Interests of Public Officials: No member, officer, or employee of the COUNTY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**6.0 INDEMNIFICATION**

The CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COUNTY, its officers, directors, agents and employees from and against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Contractor's negligent performance of construction services or sub-standard materials under this Agreement and that of its sub-contractors or anyone to whom the CONTRACTOR is legally liable.

**7.0 INDEPENDENT CONTRACTOR**

The CONTRACTOR shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONTRACTOR or any of its agents or employees to be the agent, employee, or representative of the COUNTY nor shall imply any rights under any tax exemption the COUNTY might enjoy.

**8.0 SUBCONTRACTING**

The CONTRACTOR shall not subcontract in excess of 25% of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the COUNTY'S prior written approval of the subcontractor(s). The COUNTY will not approve any subcontractor for work covered by this Agreement that has not been recommended for approval by the DIRECTOR.

All subcontracts in the amount of \$5,000 or more shall include the provisions set forth in this Agreement.

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**CONTRACT GENERAL CONDITIONS**

**9.0 ASSIGNABILITY**

The CONTRACTOR shall not assign or transfer whether by an assignment or notation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the COUNTY.

**10.0 EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, the CONTRACTOR agrees as follows:

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, religion, age, disability, marital or veteran status or any other legally protected status.

B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex, national origin, religion, age, disability, marital or veteran status or any other legally protected status.

C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

D. The CONTRACTOR shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. If the CONTRACTOR is found to be in violation of applicable federal, state and /or local laws and/or regulations, and if the Peach County has reasonable cause to believe that the CONTRACTOR has knowingly employed individuals who are not eligible to work in the United States, the County shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the CONTRACTOR from doing business with the County.

**11.0 ANTI-KICKBACK CLAUSE**

Salaries of employees, equipment operators, superintendents, technicians, or professionals performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONTRACTOR hereby promises to comply with all applicable "Anti-Kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

**12.0 CLAIMS AND DISPUTES PERTAINING TO SALARY RATES**

Claims and disputes pertaining to salary rates or to classifications of employees, equipment operators, superintendents, technicians, or professionals of subcontractors performing work under this Agreement shall be promptly reported in writing by the CONTRACTOR

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**CONTRACT GENERAL CONDITIONS**

to the COUNTY for the latter's decision which shall be final with respect thereto. Nothing herein, however, shall be construed as relieving the CONTRACTOR from its responsibilities as primary contracting party with such subcontractors.

**13.0 PERSONNEL AND EQUIPMENT**

The CONTRACTOR represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through a representative specifically designated by the CONTRACTOR. All of the services required hereunder will be performed by the CONTRACTOR under the representative's supervision, or by the sub-contractor stipulated in the proposal and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law, if applicable, to perform such services.

The CONTRACTOR shall employ only qualified registered surveyors in responsible charge of any survey work.

The CONTRACTOR shall employ only qualified professional engineer in responsible charge of any engineering work.

The CONTRACTOR shall employ a standard of care, skill and diligence in the performance of the services in this contract as is ordinarily possessed and exercised by members of the same profession, currently practicing, under similar circumstances, sufficient to construct structures that meet accepted industry standards in terms of quality and accuracy for their intended purpose.

The CONTRACTOR acknowledges all applicable rules and regulations of the Occupational Safety and Health Administration (OSHA) and the State of Georgia with regard to worker health and safety.

**14.0 CHANGES AND EXTRA WORK**

The COUNTY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the COUNTY and the CONTRACTOR, shall be incorporated in written Supplemental Agreements to this Agreement.

Changes that involve an increase in the budgeted contract amount shall require the approval of the County Administrator or the Board of Commissioners. Changes to the scope of work that do not involve increasing the project budget may be approved by the DIRECTOR or authorized designee of the COUNTY.

**15.0 AUDITS AND INSPECTORS**



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**CONTRACT GENERAL CONDITIONS**

The CONTRACTOR shall maintain all books, documents, papers, time sheets, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for seven years from the date of final payment under the Agreement, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. The CONTRACTOR agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

**16.0 CONTRACTOR COORDINATION**

The CONTRACTOR shall cooperate fully with the DIRECTOR, the Public Works Operations Manager or their duly authorized representative (s), Georgia Department of Transportation, Federal government officials, municipalities and local government officials, utility companies, railroads, and others, as may be directed by the COUNTY.

If the COUNTY undertakes or awards other contracts for additional related work, the CONTRACTOR shall fully cooperate with such other Contractor/Consultant and COUNTY employees or appointed committee(s), and shall carefully fit its own work to such additional work as may be directed by the COUNTY. The CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other CONTRACTOR or by COUNTY employees.

**17.0 VERBAL AGREEMENT OR CONVERSATION**

No verbal agreement or conversation with any officer, agent, or employee of the COUNTY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONTRACTOR to any additional payment whatsoever under the terms of this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 14.0 above.

**18.0 NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices to the COUNTY shall be addressed to the DIRECTOR as follows:

Angela Tharpe  
Peach County 911  
213 Persons Street  
Fort Valley, Georgia 31030

**EXHIBIT 1**

Contract General Conditions  
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**CONTRACT GENERAL CONDITIONS**

Notices to CONTRACTOR shall be addressed as follows:

XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX

**19.0 LIAISON**

The DIRECTOR or his duly appointed representative shall act as the Liaison between the CONTRACTOR and the COUNTY and all utilities, authorities or governments whose properties will be affected. The CONTRACTOR shall arrange for conferences and exchanges of data and information and for necessary approvals.

All correspondences, data, information, invoices and reports shall be directed to the Liaison to provide for proper distribution to the parties concerned.

The Liaison will expedite any necessary decisions affecting the performance of the CONTRACTOR'S Agreement, but the CONTRACTOR shall not make use of the Liaison's services on trivial or minor matters normally to be decided by the CONTRACTOR.

**20.0 DELIVERY OF DOCUMENTS**

Except as otherwise provided herein, the CONTRACTOR shall submit all progress documents, reports, sketches, planning notes, and other papers and supporting data required under this Agreement to the COUNTY in triplicate. The CONTRACTOR shall deliver the required progress reports in a timely manner so that the work can be reviewed.

**21.0 PROGRESS REPORTS**

The CONTRACTOR shall report to the COUNTY on suitable forms approved by the COUNTY the status of work on the last day of each month during the life of the Agreement. The report shall include, but is not limited to:

1. Construction activities completed during this period
2. Problems and/or unforeseen conditions
3. Required inspections conducted during the period
4. Complete schedule; items impacting the schedule; projected completion date
6. Quality assurance activities

**22.0 CONFERENCES AND FIELD INSPECTIONS**

The CONTRACTOR shall familiarize himself with existing infrastructure facilities and visit key locations throughout the PROJECT area, acquainting themselves with all local conditions involved in the prosecution of this Agreement. The CONTRACTOR may request that a representative of the COUNTY accompany him on specific site visits if field



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**CONTRACT GENERAL CONDITIONS**

conditions are such that they warrant special attention. As work progresses either party may request a conference or additional field inspection to discuss elements of the work. In this event, the parties shall agree on a time and place for the conference or inspection and each party shall attend. All conferences and meetings shall be held at a location that will not be a direct cost to the PROJECT. In the event the parties cannot agree on a time and place for the conference, the COUNTY will have final decision. The CONTRACTOR shall attend as many meetings or conferences as necessary to finalize the work.

**23.0 RIGHT TO ENTRY**

The CONTRACTOR will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing surveys or other field investigations in accordance with the practices of the COUNTY. The CONTRACTOR shall discuss with and receive approval from the COUNTY prior to sending said notices of intent to enter private property. Upon request by the CONTRACTOR, the COUNTY will provide the necessary documents identifying the CONTRACTOR as being in the employ of the COUNTY for the purposes described in the Agreement. If the property owners or occupant denies the CONTRACTOR permission to enter, such incident will be reported to the COUNTY and the COUNTY will initiate such action as is dictated by current policy and procedure.

**24.0 UTILITIES**

Utilities such as sewer, water, data, and electric lines encountered in the work shall be protected from injury and maintained in service until moved or replaced as required under this Contract or by others as the case may be, or abandoned as may be necessary for the proper construction and use of the new work.

The CONTRACTOR shall identify all major elements of privately, publicly or cooperatively owned utilities that may be impacted by proposed elements of the PROJECT. The CONTRACTOR shall stop work, and immediately notify the COUNTY of any unforeseen utility conflicts encountered or discovered.

The CONTRACTOR shall make no commitments to the utility companies that are binding upon the COUNTY. The COUNTY will conduct any necessary negotiations with the utilities and authorities. However, the CONTRACTOR may be required to participate in such negotiations at the request of the COUNTY during the prosecution of the PROJECT if such work is undertaken by the County.

**25.0 TESTS AND INSPECTIONS**

CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for COUNTY'S and DIRECTOR'S acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. Such inspections test

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or approvals shall be performed by organizations acceptable to DIRECTOR and COUNTY.

**26.0 REVIEW OF WORK**

The COUNTY and DIRECTOR their consultants and other representatives and personnel of the COUNTY, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable. The Project activities and data collected under this Agreement and amendments hereto. All reports, drawings, studies, specifications, estimates, maps and computations, prepared by or for the CONTRACTOR, shall be available to authorized representatives of the COUNTY for inspection and review at all reasonable times in the main offices of the COUNTY.

Refusal by the CONTRACTOR to submit progress reports and/or required submittals shall be cause to withhold payment to the CONTRACTOR until the CONTRACTOR complies with the COUNTY'S request in this regard.

**27.0 NOTICE OF DEFECTS**

Prompt notice of all defective Work of which the COUNTY or DIRECTOR has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted

**28.0 CORRECTION OR REMOVAL OF DEFECTIVE WORK**

Promptly after receipt of written notice, CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the DIRECTOR, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

**29.0 COUNTY MAY CORRECT DEFECTIVE WORK**

If CONTRACTOR fails within a reasonable time after written notice from DIRECTOR to correct defective Work, or to remove and replace rejected Work as required by DIRECTOR in accordance with Paragraph 28.0, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, COUNTY may, after seven days written notice to CONTRACTOR, correct, or remedy any such deficiency.

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CONTRACTOR shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by COUNTY of COUNTY'S rights and remedies under this paragraph 29.0.

**30.0 COUNTY MAY STOP WORK**

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, COUNTY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of COUNTY to stop the work shall not give rise to any duty on the part of the COUNTY to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

**31.0 SUPERVISION AND CONTROL**

The CONTRACTOR shall perform the services required to accomplish the Work plan as stated herein under such control and supervision by the COUNTY as the COUNTY may deem appropriate. The CONTRACTOR shall employ sufficient qualified personnel to perform the work within the time stipulated in the agreement.

**32.0 ENVIRONMENTAL IMPACT**

The CONTRACTOR shall conduct all operations so as to minimize, to the greatest extent possible, adverse environmental impact.

32.A. Noise: All equipment and machinery shall be provided with exhaust mufflers maintained in good working order so as to reduce operating noise to minimum levels.

32.B. Dust/Smoke: All equipment movements shall be accompanied by a minimum of dust. Traveled surfaces and earthwork shall be maintained in a moist condition to avoid the generation of dust or the airborne movement of particulate matter under all prevailing atmospheric conditions.

Burning operations will be conducted only with written permission of the COUNTY and/or appropriate regulatory agency. The CONTRACTOR shall be responsible for obtaining all permits and comply with all codes, ordinances and regulations pertaining to the burning.

32.C. Traffic: Trucks shall be routed over roads which will result in the least effect on traffic and nuisance to the public. All material shall be loaded in a manner which will preclude the loss of any portion of the load in transit, including covering, if necessary.

32.D. Erosion Sedimentation & Pollution Control: All points runoff from rainfall shall be visually monitored to determine that no eroded material from the construction site is being deposited offsite. Measures shall be taken to promptly eliminate such a deposition if occurring, including the installation of detention basins. All Erosion Sedimentation &

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Pollution Control permitting shall be the responsibility of the CONTRACTOR. It shall be the CONTRACTOR'S responsibility to submit the Notice of Intent (NOI) for discharging storm water from the construction project if applicable, and the contractor shall be responsible for compliance with the requirements set forth in the Erosion Sedimentation & Pollution Control Plan and federal, state and local regulations.

32.E. Fuel & Lubrication Spills: All spills shall be removed from the site immediately by the CONTRACTOR.

32.F. Fuel Storage & transfer: All spills shall be allowed only in areas approved by the COUNTY or DIRECTOR.

**33.0 MAINTENANCE DURING CONSTRUCTION**

The CONTRACTOR shall maintain the Work from the beginning of construction operations until final acceptance. This maintenance shall constitute continuous and effective Work prosecuted day by day with adequate equipment and forces to the end that the site and structures thereon are kept in satisfactory condition at all times, including satisfactory signing or marking as appropriate and control of traffic where required by use of traffic control devices as required in accordance with the latest MUCD standards and/or the county.

Upon completion of the Work, the CONTRACTOR shall remove all construction signs and barriers before final acceptance.

While undergoing improvements, the roads shall be kept open to all traffic by the CONTRACTOR. The CONTRACTOR shall keep the portion of the site being used by public traffic, whether it is through or local traffic, in such condition that traffic will be adequately accommodated. The CONTRACTOR shall bear all costs of signs and markings as required and other maintenance WORK during construction and before the WORK is accepted and of constructing and maintaining such approaches, crossings, intersections, and others features as may be necessary without direct compensation.

**34.0 BARRICADES, DANGER, WARNING & DETOUR SIGNS**

The CONTRACTOR shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the Work and safety of the public. Highways and streets closed to traffic shall be protected by effective barricades, and obstructions shall be lighted during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The CONTRACTOR shall furnish, install, and maintain all necessary barricades, warning signs, and other protection devices in accordance with the most recent version of Manual on the Federal Highway Administration's Uniform Traffic Control Devices (MUCD) standards and/or County requirements in which the project is located. Temporary Signs

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may be reused, provided they are in good condition and legible. All protective devices shall be kept in a good, legible condition while in use.

As soon as construction advances to the extent that temporary barricades, and signs are no longer needed to inform the traveling public, such signs shall be promptly removed.

The cost of furnishing, erecting, maintaining, and removing protective devices will not be paid for as a separate Bid item. Where the CONTRACTOR is required to perform any of these functions, the cost thereof shall be included in the overall Bid submitted.

Ownership of the temporary warning devices shall remain with the CONTRACTOR.

**35.0 TERMINATION OF AGREEMENT FOR CAUSE**

If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination, and specifying the effective date thereof, at least five (5) normal business days before the effective date of such termination. Failure to maintain the scheduled level of effort or providing the deliverable product for each identified project milestone as proposed and prescribed, or deviation from the project schedule without prior approval of the COUNTY, shall constitute cause for termination. In such event, all finished or unfinished work by the CONTRACTOR under this Agreement shall become the property of the COUNTY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed, as determined by the COUNTY.

If this termination of agreement for cause is invoked against the CONTRACTOR, then the CONTRACTOR shall be liable and responsible for payment to the COUNTY for any costs above the Agreement Price as defined in the Contract that are incurred by the County in order to satisfactorily complete the PROJECT to the satisfaction of the COUNTY. Payment to the COUNTY will be due within 30 calendar days upon written notification from the COUNTY.

**36.0 TERMINATION FOR CONVENIENCE OF THE COUNTY**

The COUNTY may terminate this Agreement for its convenience at any time by a notice in writing to the CONTRACTOR. If the Agreement is terminated by the COUNTY as provided in this Article, the CONTRACTOR will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the CONTRACTOR which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

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All such expenses shall be properly documented and submitted to the DIRECTOR or his designee for processing. The Peach County Board of Commissioners shall be the final authority in the event of any disputes over authorized costs between the DIRECTOR and the CONTRACTOR.

**37.0 CONTRACTOR'S PAYMENT AND RETAINAGE OF PAYMENT**

Partial pay estimates may include stored materials. CONTRACTOR must submit invoices and all materials must be located at the site of the work. Retainage will not be held on stored materials.

The retainage shall be an amount equal to 10% of the CONTRACTOR'S partial pay estimate until 50% completion. Further payments shall be made in full to the CONTRACTOR and no additional amounts may be retained unless the DIRECTOR certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the CONTRACTOR. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained, but in no event shall the total retainage be more than 20% of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the CONTRACTOR. When the work has been substantially completed except for work which cannot be completed because of weather conditions, lack of materials, or other reasons which in the judgement of the COUNTY are valid reasons for non-completion, the COUNTY may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed.

**End of Section**

Contractor's Initials\_\_\_\_\_