

**EFFINGHAM COUNTY, GEORGIA
REQUEST FOR QUOTE
RFQ No. 20-29-004**

QUOTATION FOR: Sandhill Recreation Complex - Upgrades

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

DATE ISSUED: November 25, 2019
DATE DUE: January 17, 2020
TIME DUE: 11.00am (EST)
DEPT. FOR: Recreation

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

GENERAL INFORMATION:

The purpose of this proposal is to solicit written bids for upgrades to Effingham County's Sandhill Recreation Complex. Effingham County will issue one contract for all work listed in this RFQ.

ALL BIDS SHOULD BE CONTAINED IN A SEALED OPAQUE ENVELOPE, CLEARLY MARKED "SEALED BID 20-29-004" AND WILL BE PUBLICLY OPENED AND THE TOTAL BID READ ALOUD AT 11.00am (EST) on Friday January 17, 2020 AT THE ADMINISTRATIVE COMPLEX AT THE ADDRESS LISTED ABOVE.

A MANDATORY PRE-BID MEETING has been scheduled for **11.00am (Eastern Time), Wednesday December 11, 2019** and will be conducted in the meeting room of the EFFINGHAM COUNTY RECREATION DEPARTMENT, 808 HWY 119, SPRINGFIELD, GEORGIA, 31329, to discuss the specifications and resolve any questions and/or misunderstanding that may arise. Should a site visit be deemed necessary it will be conducted immediately after the meeting.

Quotes will not be accepted from any firm that is not represented at the mandatory pre-bid meeting.

Any questions that arise after the pre-bid meeting **must** be made in writing and must be received at the office of the Purchasing Agent no later than **5.00pm (Eastern Time), Monday December 16, 2019**. No response will be given to any questions received after **5.00pm (Eastern Time), Monday December 16, 2019**. Questions may be faxed to 912-754-8413 or emailed to fcharleton@effinghamcounty.org.

The response to all questions will be in the form of an addendum and will be posted on the Effingham County website www.effinghamcounty.org before **5.00pm (Eastern Time), Wednesday January 8, 2020**

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

Effingham County Board of Commissioners reserves the right to reject any and all proposals and will not be bound to accept any proposal should Effingham County consider that the proposal would be contrary to the best interest of Effingham County. Effingham County Board of Commissioners reserves the right to reject any and all proposals that are non-responsive or not responsible. Additionally, Effingham County Board of Commissioners has the right to waive any technicalities or informalities..

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

1.0 **BILLING/INVOICES:** All invoices are to be mailed to:

***Effingham County Finance Department
601 North Laurel Street
Springfield, GA 31329***

2.0 **BID RECIPIENT:** This bid is submitted to :

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

3.0 **BIDDER'S ACKNOWLEDGEMENTS:** Bidder accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

4.0 **BIDDER'S REPRESENTATIONS:** In submitting this Bid, Bidder represents that Bidder has examined and carefully studied the Bidding Documents and other related data identified in the Bidding Documents.

5.0 **BASIS OF BID:** Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, as determined in the Purchase Order or Contract Documents.

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SCOPE

SCOPE OF WORK: The work to be quoted consists of furnishing all materials, labor and equipment as shown below: (Effingham County will issue one contract for all work listed in this RFQ)

SECTION 1: CONCRETE

A. Batting Cages

Size: (2) concrete areas - 15'x70' each cage (end to end) or 30' x 70" (side by side)

Concrete:

- a. 4" slab of 3000 psi concrete
- b. 1" slope for every 10' toward each end of court
- c. Expansion Joints: use 0.5" (12mm) Saw Cut
- d. Rebar- ½" steel rebar placed in both direction, tied, 24" center
- e. Surface finish = Heavy Broom
- f. Edge finish = Straight
- g. Concrete 1" above ground surface maximum
- h. Structure outside the pad – Sufficient Backfill Material must be prepared to support footings for court components
- i. CAGE Components are located inside the pad, anchors and or ground sleeves must be placed in the pad prior to pouring cement ALSO Frames layout in concrete before pouring

B. Basketball court – Outdoor

- a. Concrete are -- Size 50' by 100'
- b. Concrete 1" above ground surface maximum
- c. 4" slab of 3000 psi concrete
- d. 1" slope for every 10' toward each end of court
- e. Expansion Joints: use 0.5" (12mm) Saw Cut
- f. Rebar- ½" steel rebar placed in both direction, tied, 24" center
- g. Surface finish = Medium Broom
- h. Edge finish = Straight
- i. Structure outside the pad – Sufficient Backfill Material must be prepared to support footings for court components
- j. GOAL TO BE INSTALLED OUTSIDE OF COURT IN CONCRETE

SECTION 2: OUTDOOR BASKETBALL COURT FINISH

Basketball court – Outdoor – finishes with lines

- a. Court need to cure for at least 30 days
- b. Etch concrete with muriatic acid
- c. Then surface binder
- d. 2 coat of color coating
- e. Paint lines (EXACT SIZE TO BE DETERMINED PRIOR TO SECTION 2 WORK)

SECTION 3: MATERIALS FOR BATTING CAGES & OUTDOOR BASKETBALL COURT & SOCCER GOALS AND PITCHING MACHINES– (PRICE EACH ITEM) AND THEN A TOTAL

1. BATTING CAGES (materials)

A. (2) batting cages - materials

1. Frame specs

- a. (2 frames) PRO TUNNEL FRAME
- b. super-duty 3.5" od 13 gauge galvanized steel pipe

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- c. available in surface mount, in ground and semi-permanent (with use of optional ground sleeves)
 - d. includes steel cable, clamp, turn buckles, and quick links
 - e. complete installation instructions and hardware included
 - f. 16' W x 11.5' H
 - g. 4 sections frame- surface mount
 - B. (2) NET SAVER
 - a. heavy duty reinforced vinyl trap to protect the netting in the batting cage
 - b. includes grommet and corner ropes
 - c. size – 5' W x 7'H
 - C. (2) L-Screen_
 - a. complete unit
 - D. (2) ALL-STAR SERIES TUNNELS SIZE (70'LX14'WX12'H) --
 - a. 3.5 mm, 1-3/4" black nylon netting
 - b. 36 thread twisted knotted
 - c. 380 lb. breaking test
 - d. nyothene weather treatment for outdoor use
 - e. durable vinyl border to prevent fraying
 - f. includes 14' x 12' backing to resist net wear behind batter
 - g. included three full length ropes to prevent staging
 - E. (2) STANDARD BATTING TUNNELTURF ROLL
 - a. covers your batting tunnel floor with our Diamond Turf
 - b. available in unitary (with no foam padding) 2mm foam backing
 - c. 42 oz. Turf w/foam backing
 - d. 15'W x 70' L
 - F. (2) BATTING CAGE DOORS
 - a. All steel frame
 - b. Free standing door
 - c. Lacing rope
 - d. Door Size – 30 1/2" W x 72 1/2" H
 - e. Door Frame – 33 3/4" W x 76 1/2" H
 - G. (2) HOME PLATE MATS
 - a. Thick foam backing with inlaid white turf lines
 - b. Heavy duty throws down home place
 - c. Size – 7' x 12'
 - H. (2) DIAMOND TURF
 - a. Top quality nylon turn –high lever steel cleats traffic
 - b. 35oz., 1/2" pile height with a unitary, carpet style backing
 - c. 15'W x 70' roll
2. BASKETBALL COURTS (materials)
- (2) Grizzly Adjustable Basketball Goal System – One for each end
- a. Grizzly adjustable basketball system
 - b. Height adjust from 7 1/2' to 10'
 - c. 6" X 6' square powder coated, heavy duty gauge steel post
 - d. 42' X 72' x 3/8" thick clear acrylic regulation side backboard welder to heavy steel frame for extra support

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- e. Height adjustment handle can be locked in place with a long shackle padlock (not included)
- f. Includes heavy duty breakaway goals, nylon net, black post pad and backboard padding
- g. Uses J-bolt anchoring system
- h. Goals installed outside of basketball court

(4) Benches - Player bench with back – 15'

- a. Seat planks are 10" wide with a ribbed no-slip surface
- b. Planks are anodized aluminum and will not rub off on clothing
- c. Bench comes with safety end caps—no sharp edges to snag cloth or skin
- d. Legs are constructed of heavy duty commercial grade 2-3/8" O.D. galvanized steel
- e. 5 year Limited Warranty

(2) Sets Bleachers with vertical picket

(PREFERRED BLEACHERS WITH VERTICAL PICKET)

- a. Frames – 100% welded aluminum angle
- b. Seat planks are powder coated
- c. Bleachers include guardrail system and riser board on row 4 and above
- d. Vertical picket
- e. 5 rows – 15' 50 seats – powder coated
- f. 5 year limited warranty
- g. Double foot planks

3. SOCCER GOALS AND PITCHING MACHINE

A. SOCCER GOALS

- a. Front face is 3" round custom aluminum extrusion
- b. White powder coated
- c. Built in next clip track
- d. Backstays are 2" round heavy wall aluminum tubing
- e. Double reinforced tig welded corners
- f. Stainless steel hardware
- g. Includes 4mm white net, net clips and ground anchors
- h. Includes bottom bar
- i. 5 year limited warranty

Sizes :

- 2 Pair 8'H x 24"W x 3'D x 8.5'B
- 2 Pair 7'H x 21'w x 3'D x 7.5' B
- 2 Pair 6.5" x 18.5 W x 2'D x 7'B

B. PITCHING MACHINES (JUGS BP 1 SB/BB COMBO MACHINE)

- a. With a digital readout you can see you JUGS BP 1 to through at the exact mph you desire
- b. throws up to 70 mph
- c. 4 each

SECTION 4: DISC GOLF (PRICE EACH ITEM – THEN TOTAL)

(18) BASKETS – PERMANENT DISC GOLF

- a. 28 strands of interconnected – heavy duty
- b. unified chain assembly with x-pattern inner chain
- c. 100% hot dipped galvanize construction
- d. 25 year warranty

e. PDGA Championship Level Target

(18) BASKET NUMBER PLATES

Custom Design with Park, Logo or Sponsor

(18) WIND FLAGS

- a. Show wind speed and direction
- b. Fade resistant and durable

(18) HOLE SIGNAGE - COLOR

- a. 12" x 18" Aluminum sign with UV resistant ink
- b. custom hole full layout

SECTION 5: FENCING FOR – OUTDOOR BASKETBALL COURT

Fence Specifications:

Perimeter Fence:

Size:	52' x 102'
Height:	6' height – all fence black
Terminal Post:	3" od LCX
Line Post:	2 ½" od LCX
Top Rail:	1 5/8" od LCX
Tension Wire:	7 gauge core vinyl coating
Fabric:	9 gauge galvanized core with fused black bonded vinyl coating
Concrete Footings:	Depth 36"
	Diameter – 4 times the diameter of post
All accessories:	Powder coated to match frame work and fabric
Fabric:	Knuckled on both ends
Ties:	9 gauge aluminum core vinyl coated
Tension Bars;	3/16" x ¾" Steel bars

Gates

2 Walk through gate 4' wide

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QUOTE SUBMITTAL FORM RFQ NO. 20-29-004

(Effingham County will issue one contract for all work listed in this RFQ)

Description	Bid Price
SECTION 1 Batting Cages – COMPLETE	\$
SECTION 1 Basketball Court – Outdoor – COMPLETE	\$
SECTION 2 Basketball Court – Outdoor – Finish – COMPLETE	\$
SECTION 3 Batting Cages – Materials - COMPLETE	\$
SECTION 3 Basketball Courts – Materials - COMPLETE	\$
SECTION 3 Soccer Goals - COMPLETE	\$
SECTION 3 Pitching Machines - COMPLETE	\$
SECTION 4 Disc Golf - COMPLETE	\$
SECTION 5 Perimeter Fence & Gates - COMPLETE	\$
GRAND TOTAL	\$

Warranty Offered on labor and materials (attach additional sheet if necessary):

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VENDOR / COMPANY: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT NAME: _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

WARRANTY: _____ DISCOUNTS/TERMS: _____

DATE

SIGNATURE/TITLE

The following forms must be submitted along with the quote:

- **COPY OF THE BUSINESSES W-9**
- **COPY OF THE BUSINESS LICENSE**
- **COPY OF ANY PROFESSIONAL LICENSURE ASSOCIATED WITH THE WORK TO BE PERFORMED.**
- **CERTIFICATE OF INSURANCE**
- **COPY OF LLC CERTIFICATE OF ORGANIZATION AND OPERATING AGREEMENT**
- **COPY OF INC. CERTIFICATE OF INCORPORATION AND CORPORATE RESOLUTION DESIGNATING OFFICERS WITH AUTHORITY TO SUBMIT BID AND SIGN CONTRACT**
- **DRUG FREE WORKPLACE CERTIFICATION (ATTACHMENT A)**
- **PROMISE OF NON-DISCRIMINATION STATEMENT (ATTACHMENT B)**
- **DISCLOSURE OF RESPONSIBILITY STATEMENT (ATTACHMENT C)**

- **NON-COLLUSIVE AFFIDAVIT (ATTACHMENT D)**
- **CONTRACTOR AFFIDAVIT AND AGREEMENT (ATTACHMENT E)**
- **SUBCONTRACTOR AFFIDAVIT AND AGREEMENT (ATTACHMENT F)**
- ~~**PREA ACKNOWLEDGEMENT STATEMENT (ATTACHMENT G)**~~

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

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EXCEPTION SHEET

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

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

DATE

SIGNATURE/TITLE

COMPANY

LEGAL NOTICE

REQUEST FOR QUOTATION

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Effingham County Board of Commissioners will be accepting quotes until **11.00am (EST) on Friday January 17, 2020** at the Effingham County Administrative Complex, 601 North Laurel Street, Springfield, GA 31329 for **RFQ No. 20-29-004 – Sandhill Recreation Complex - Upgrades**

Bid packages and instructions are available at the address listed above or online at www.effinghamcounty.org - Purchasing tab. For additional information please contact, Fiona Charleton at (912) 754-2159 ext. 4572, or via email: fcharleton@effinghamcounty.org

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

**EFFINGHAM COUNTY, GEORGIA
DOCUMENT CHECK LIST**

Company Name : _____

Please indicate you have completed the following documentation; and then submit them in the following order of shown as **REQUIRED.**

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

Authorized Signature

Title

Print Name

Date

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

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

Effingham County will issue one contract for all work listed in this RFQ

- 1.4 **How to Submit an Objection:** Objections from Bidders to this request for quote and/or these specifications should be brought to the attention of the County Purchasing Agent in writing. The objections contemplated may pertain to form and/or substance of the request for quote documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this request for quote.
- 1.5 **Failure to Bid:** If a Bid is not submitted, the business should return this request for quote completing Attachment G, stating the reason therefore, and indicate whether the business should be retained or removed from the County's Bidders list.
- 1.6 **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids. Failure to do so will be at the Bidder's own risk. In case of error in extension of prices in the bid, the unit price will govern.
- 1.7 **Standards for Acceptance of Bid for Contract Award:** The County reserves the right to reject any or all Bids and to waive any irregularities or technicalities in Bids received whenever such

rejection or waiver is in the best interest of the County. The County reserves the right to reject the Bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a Bid from a Bidder whom investigation shows is not in a position to perform the contract.

- 1.8 **Confidentiality of Documents:** Upon receipt of a bid by the County the bid shall become the property of the County without compensation to the Vendor, for disposition or usage by the County at its discretion. The particulars of the bid documents will remain confidential until final award of the contract.
- 1.9 **Bidder:** Whenever the term "Bidder" is used it shall encompass the "person," "business," "contractor," "supplier," "vendor," or other party submitting a bid or proposal to Effingham County in such capacity before a contract has been entered into between such party and the County.
- 1.10 **Responsible / Responsive Bidder:** Responsible Bidder means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. Responsive Bidder means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the request for quote.
- 1.11 **Compliance with Laws:** The Bidder and/or contractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State or County statute, ordinances and rules during the performance of any contract between the contractor and the County. Any such requirement specifically set forth in any contract document between the contractor and the County shall be supplementary to this section and not in substitution thereof.
- 1.12 **Governing Law:** Any contract and/or agreement and any addendums to it that result from this RFQ shall be governed by the laws of Georgia, with venue in Effingham County.
- 1.13 **Contractor:** Contractor or subcontractor means any person or business having a contract with Effingham County. The Contractor/Vendor of construction, supplies, goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 1.14 **County:** Whenever the term "County" or "Owner" is used it is to refer to the Effingham County Board of Commissioners.
- 1.15 **Debarred Firms and Pending Litigation:** Any potential bidder/firm listed on the Federal or State of Georgia Parties Listing (barred from doing business) **will not** be considered for contract award. Proposers **shall disclose** any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years. Any bidder/firm previously defaulting or terminating a contract with the County will not be considered.

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

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

- 1.16 **Protection of Resident Workers:** Effingham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only

persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

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

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

- 1.18 Non-Collusion Affidavit:** All Vendors must complete the non-collusion affidavit enclosed as Attachment D per OCGA 36-91-21 (e).
- ~~**1.19 Prison Rape Elimination Act (PREA):** On 4 September 2003, the Prison Rape Elimination Act was signed into law. By completing the Attachment G, contractor certifies that he/she will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The contractor also certifies that he/she will comply with all Effingham County policies and procedures that relate to PREA. Contractor certifies that he/she will be responsible for the completion of Attachment G by any and all subcontractors he/she employs to complete the project.~~
- 1.20 Statement of Disclosure:** All Vendors must complete the statement of disclosure (Attachment F) which will allow the County to evaluate possible conflicts of interest.

Interests of Public Officials.

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

less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. *Family* as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

- 1.21 **Term of the Contract:** Lump sum. Effingham County will issue one contract for all work listed in this RFQ.
- 1.22 **Termination of Contract:** Effingham County shall have the right to terminate any contract to be made hereunder for its convenience by giving written notice 7 days in advance of its election to do so and by specifying the effective date of such termination. The Vendor shall be paid for services rendered through the effective date of such termination. Further, provided a contract is awarded, if a Vendor shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the Vendor, terminate the agreement with said Vendor for such default. If this agreement is so terminated, the Vendor shall be paid only for work satisfactorily completed.
- 1.23 **Insurance Provisions:** The selected Bidder shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's fee proposal. **Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.**

General Information that shall appear on a Certificate of Insurance:

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

Limits of Insurance:

Effective coverage shall have the following limits:

- A. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a contractor or tenant. Minimum limits: \$300,000 bodily injury and property damage per occurrence and annual aggregate.
- B. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the contractor while performing within the scope of duties. Minimum limits: \$500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.
- C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the contractor's use of automobiles. Minimum limit: \$300,000 combined single limit per accident for bodily injury, property damage, and should be written on an "Any Auto" basis.

Special Requirements:

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
- B. **Extended Reporting Periods:** The contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.

- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this invitation.
 - D. **Cancellation/Non-Renewal Notification:** Each insurance policy supplied in response to this invitation shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.
 - E. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Vendor must ensure Certificates of Insurance are updated for the entire term of the Contract.
 - F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
 - G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.
 - H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Vendor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses
- 1.24 **Additional Coverage for Engineering, Architectural and Surveying Services:** Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants. Minimum Limits: \$1,000,000 per claim/occurrence. Coverage Requirement: If "claims made," retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if "tail" coverage has been purchased and the duration of the coverage.
- 1.25 **Indemnification:** The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.
- 1.26 **Payments:** Advance payments for work contracted as a result of this RFQ shall not be granted unless specified in writing in the contract.
- Progress payments or draw for work contracted as a result of this RFQ shall not be granted unless specified in writing in the contract.

Payment of invoices resulting from work contracted as a result of this RFQ will be made within the time frame specified in the contract resulting from this RFQ.

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

INTENTIONALLY LEFT BLANK

**ATTACHMENT A
DRUG FREE WORKPLACE CERTIFICATION**

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

1. A drug-free workplace will be provided for the employees during the performance of the contract; and;
2. Each Sub-Contractor under the direction of the Contractor shall secure the following written certification:

(Contractor) certifies to Effingham County that a drug-free workplace will be provided for the employees during the performance of this contract known as **RFQ No. 20-29-004 – Sandhill Recreation Complex - Upgrades** pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____ 20

Notary Public

My Commission Expires: _____ , 20 ____

**ATTACHMENT B
PROMISE OF NON-DISCRIMINATION STATEMENT**

Know all men by this presence, that I (We) _____

Name _____, (herein after "Company"), Title _____

In consideration of the privilege to Bid on the following Effingham County Procurement titled **RFQ No. 20-29-004 – Sandhill Recreation Complex - Upgrades** hereby consent, covenant, and agree as follows:

A. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the Bid submitted to Effingham County or the performance of the contract resulting there from;

B. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities and women; and

C. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Effingham County.

D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of an incorporated by reference in the contract which this Company may be awarded;

E. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

SIGNATURE

DATE:

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____ 20

Notary Public

My Commission Expires: _____ , 20 ____

ATTACHMENT C
DISCLOSURE OF RESPONSIBILITY STATEMENT (page 1)

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

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

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

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 2)

I hereby certify that I am the _____ and duly authorized

representative of _____ (Contractor) whose address is

and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

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

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

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

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

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

including any supplemental responses attached hereto, are true.

Signature

State of: _____

County of : _____

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 3)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

by _____ representing him/herself to be

_____ of the company named.

Notary Public

My Commission Expires: _____, 20____

INTENTIONALLY LEFT BLANK

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

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

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

Contractor

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

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

Company's Name

President / Vice President / Principal / Owner

Sworn to and subscribed before me this _____ day of _____, 20 _____

Secretary / Assistant Secretary

Affix corporate seal here, if a corporation

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ day of _____ 20_____

Notary Public

My Commission Expires _____, 20_____

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

**ATTACHMENT E
CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

EEV / Basic Pilot Program* User Identification Number

Date of E-Verify Authorization

Legal Name of Company

Legal Address of Company

BY: Authorized Officer or Agent of Contractor (Signature)

Date

Title & Printed Name of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____ 20____

____ My Commission Expires: _____, 20____

Notary Public

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

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

**ATTACHMENT F
SUBCONTRACTOR AFFIDAVIT (E-VERIFY)**

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

EEV / Basic Pilot Program* User Identification Number

Date of E-Verify Authorization

Legal Name of Company

Legal Address of Company

BY: Authorized Officer or Agent of Subcontractor (Signature)

Date

Title & Printed Name of Authorized Officer or Agent of Subcontractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____ 20____

Notary Public

My Commission Expires: _____, 20____

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

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

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

ATTACHMENT G

PRISON RAPE ELIMINATION ACT

ACKNOWLEDGEMENT STATEMENT

I understand that the Effingham County Correctional Institute has a zero tolerance policy prohibiting visitors, contractors and volunteers from having sexual contact of any nature with offenders. I agree not to engage in sexual contact with any offender while visiting a correctional institution, whether in a visiting capacity, contractor capacity, or volunteer capacity. I agree that if I witness another having sexual contact with an offender, or if someone reports such conduct to me, that I will immediately report it to a corrections employee. I understand that my authorization to enter a correctional institution is conditioned on my agreement not to engage in sexual contact of any nature with any offender and to report such conduct when I learn of it. I also understand that if I violate this agreement I will be permanently banned from entering all Georgia correctional institutions, and that the Effingham County correctional institute may pursue criminal prosecution. I understand that if I should learn of an incident involving sexual abuse or sexual harassment of an offender I will report it to the supervisor in charge immediately.

Legal Name of Company

Legal Address of Company

BY: Authorized Officer or Agent of Contractor (Signature)

Date

Title & Printed Name of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____ 20____

Notary Public

My Commission Expires: _____ , 20 ____

GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor _____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to this Bid.

Signed: _____

Date: _____

ATTACH COPY OF LICENCE(S)

ATTACHMENT H

NO-BID STATEMENT

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

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

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

- ☐ Interest in this project as a: Prime Contractor _____ ,
- ☐ Sub-Contractor _____ . Supplier _____ .

RFQ No. 20-29-004 – Sandhill Recreation Complex – Upgrades

Signature: _____ **Telephone Number:** _____

Firm Name: _____

SAMPLE CONTRACT (page 1)

Services Contract

Between

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

and

COMPANY NAME
ADDRESS
ADDRESS

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

WITNESSETH

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

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

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

ARTICLE I TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1 TERMS OF SERVICE.

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

SECTION I.2 CONTRACT.

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

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

OR

SECTION I.2 CONTRACT.

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

SECTION I.3 REQUIREMENT FOR MANDATORY PERFORMANCE.

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

SECTION I-4 PERSONNEL AND EQUIPMENT.

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

SECTION I-5 CHANGES TO THIS CONTRACT.

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

SAMPLE CONTRACT (page 2)

SECTION I-6 TERMINATION OF CONTRACT FOR CAUSE.

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

SECTION I-7 TERMINATION OF CONTRACT WITHOUT CAUSE.

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

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

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

SECTION I-9 INDEMNIFICATION.

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

SECTION I-10 COVENANT AGAINST CONTINGENT FEES.

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

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

SECTION I-11 PROHIBITED INTERESTS.

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

Interests of Public Officials.

Contractor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which

SAMPLE CONTRACT (page 3)

may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the County immediately by written notice. For breach or violation of this clause, the County may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. “*Interest*” as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term “interest” shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. *Remote interest* as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. *Family* as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

SECTION I-12 AUDITS AND INSPECTIONS.

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

SECTION I-13 INDEPENDENT CONTRACTOR.

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

SECTION I-14 NOTICES.

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

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

SECTION I-15 COMPLIANCE WITH LAWS.

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

SECTION I-16 ASSIGNABILITY.

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

SAMPLE CONTRACT (page 4)

SECTION I-17 GOVERNING LAW.

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

ARTICLE II COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES

SECTION II-1. COMPENSATION FOR CONTRACTOR SERVICES.

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

See attachment A for fee schedule.

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

All invoices shall contain the following :

Date services performed

Detailed account of services performed

Location of services performed

Name of employee providing said services

Name of County employee requesting said services

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

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

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

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

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

SECTION II-2. PAYMENT OF TAXES AND FEES.

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

SECTION II-3. QUANTITIES GUARANTEED.

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

ARTICLE III INSURANCE REQUIREMENTS

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

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General Information that shall appear on a Certificate of Insurance:

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

Limits of Insurance:

Effective coverage shall have the following limits:

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

Special Requirements:

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

Additional Coverage for Engineering, Architectural and Surveying Services:

Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants. Minimum Limits: \$1,000,000 per claim/occurrence. Coverage Requirement: If "claims made," retroactive date must precede or coincide with the contract effective date or the date of the

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Notice to Proceed. The professional must state if “tail” coverage has been purchased and the duration of the coverage.

**ARTICLE IV
WAIVERS AND EXCEPTIONS**

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

**ARTICLE V
GENERAL PROVISIONS**

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

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

This Contract will be governed by and construed in accordance with the laws of the State of Georgia. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

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

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

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

INTENTIONALLY LEFT BLANK

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

This ____ day of _____, 20____.

COMPANY NAME

Signature

Title

Witness - Signature

Witness - Title

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

WESLEY CORBITT, CHAIRMAN

Attest:

Stephanie Johnson, County Clerk

CONTRACT NO. NUMBER

COMMISSION APPROVAL DATE:
