

# **Request for Proposals**

**No. 19-25-001**

**To provide**

**Engineering Services for McCall & Blue Jay Road  
Intersection**

**for**

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

**September 2018**



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

September 10, 2018

**RE: RFP No. 19-25-001**  
**Request for Proposals for Engineering Services – McCall & Blue Jay Road Intersection**

Dear Sir or Madam:

This is an invitation to submit a proposal to supply Effingham County, Georgia with the professional services as specified herein. Sealed proposals will be received at the Office of the Purchasing Agent, **EFFINGHAM COUNTY ADMINISTRATIVE COMPLEX, 601 N. LAUREL STREET, SPRINGFIELD, GEORGIA**, up to **11.00am (EST) Tuesday October 2, 2018**

**Effingham County Board of Commissioners** reserves the right to reject any and all bids or any and all bids that are non-responsive or not responsible. Additionally, Effingham County Board of Commissioners has the right to waive any technicalities or informalities. Effingham County may issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion.

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

Any questions pertaining to this RFP **must** be made in writing and must be received at the office of the Purchasing Agent no later than **5.00pm (EST) Monday September 24, 2018**. No response will be given to any questions received after **5.00pm (EST) Monday September 24, 2018**. Questions may be faxed to 912-754-8413; emailed to [fcharleton@effinghamcounty.org](mailto:fcharleton@effinghamcounty.org) or mailed to the address below. If questions are mailed, please DO NOT put the bid number on the outside of the envelope.

The response to all questions will be in the form of an addendum and will be posted on the Effingham County website [www.effinghamcounty.org](http://www.effinghamcounty.org) before **4.00pm (EST) Thursday September 27, 2018**

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

**EFFINGHAM COUNTY, GEORGIA  
DOCUMENT CHECK LIST**

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

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

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

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

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

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

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

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

**SECTION I  
INSTRUCTIONS TO VENDORS**

**1.1 PURPOSE:**

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

**1.2 HOW TO SUBMIT PROPOSALS:**

All proposals shall be:

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

**Hand Delivery and Mailing Address:**

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

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

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

**1.3 HOW TO SUBMIT AN OBJECTION:**

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

**1.4 ERRORS IN PROPOSALS:**

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

**1.5 STANDARDS FOR ACCEPTANCE OF VENDORS FOR CONTRACT AWARD:**

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

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

**1.6 VENDOR:**

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

**1.7 COMPLIANCE WITH LAWS:**

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

**1.8 COUNTY:**

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

**1.9 DEBARRED FIRMS AND PENDING LITIGATION:**

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

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

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

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

**1.10 IMMIGRATION:**

On 1 July 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, 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 Vendors are to read and complete the E-Verify affidavit enclosed as ATTACHMENT E to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

**1.11 PROTECTION OF RESIDENT WORKERS:**

Effingham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The 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.

**1.12 RFP SCHEDULE:**

Request for Proposal	Date/ Time
Owner issues public advertisement of RFP	Monday September 10, 2018
Deadline for submission of written questions	5.00pm (EST) Monday September 24, 2018
Addendum issued and posted online at <a href="http://www.effinghamcounty.org">www.effinghamcounty.org</a>	4.00pm (EST) Thursday September 27, 2018
Deadline for submission of Proposals	11.00am (EST) Tuesday October 2, 2018
Bid and Contract to Board of Commissioners	Tuesday October 16, 2018

**SECTION II  
GENERAL CONDITIONS**

**2.1 SPECIFICATIONS:**

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

**2.2 GEORGIA OPEN RECORDS ACT:**

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

**2.3 GEORGIA TRADE SECRET ACT OF 1990:**

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

**2.4 OFFERS TO BE FIRM:**

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

**2.5 COMPLETENESS:**

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

**2.6 MULTIPLE PROPOSALS:**

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

**2.7 PATENT IDEMNITY:**

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

**2.8 QUALIFICATION OF BUSINESS (RESPONSIBLE VENDOR):**

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

**2.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

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

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

**2.10 AWARD OF CONTRACT:**

The contract, if awarded, will be awarded to the responsible Vendor whose proposal will be most advantageous to Effingham County, price and other factors considered. The Board of Commissioners will make the determination as to which proposal best serves the interests of Effingham County. **Appeal of an award can only be made after the Board of Commissioners award a contract.**

## **2.11 INSURANCE PROVISIONS:**

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

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

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

## **2.12 LIMITS OF INSURANCE:**

Effective coverage shall have the following limits:

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

## **2.13 SPECIAL REQUIREMENTS:**

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
- B. **Extended Reporting Periods:** The 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.

#### **2.14 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.

#### **2.15 INTERPRETING SPECIFICATION:**

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

#### **2.16 SIGNED RESPONSE CONSIDERED AN OFFER:**

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

#### **2.17 PAYMENT TO CONTRACTORS:**

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

**2.18 VENDOR DEFAULT:**

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

**2.19 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS OR REQUIREMENTS:**

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

**2.20 MERGERS:**

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

**INTENTIONALLY LEFT BLANK**

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

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

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

BY: \_\_\_\_\_

SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE NO.

## **SECTION III**

### **REQUEST FOR PROPOSAL**

#### **3.1 DESCRIPTION AND OBJECTIVES**

Effingham County is seeking proposals from qualified firms to provide Engineering and other services to design the reconfiguring of the McCall Road/Blue Jay Road intersection, to prepare Construction Plans, to let for bid, to perform Contract Administration and Closeout of the Project.

#### **3.2 ACCEPTANCE AND EVALUATION OF PROPOSALS:**

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

#### **3.3 COST SUMMARY SHEET:**

Provide a completed Cost Summary Sheet (ATTACHMENT A).

#### **3.4 PROPOSAL DEADLINE:**

The response to the request for proposal must be received by the Effingham County Purchasing Office no later than **11.00am (EST) Tuesday October 2, 2018**. Any proposal received after the time and date stipulated will be rejected and returned to the Vendor. The County may, for good and sufficient reason, extend the response deadline, in which case all potential Vendors will receive an addendum setting forth the new date.

#### **3.5 WITHDRAWAL OF PROPOSAL:**

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

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

#### **3.6 CONFIDENTIALITY OF DOCUMENTS:**

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

#### **3.7 FORMAT OF RESPONSES:**

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

##### **A. Letter of Interest**

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

**B. Business/Firm Profile**

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

- A. State if your firm has operated under a different name within the past 10 years and provide the name that your firm previously operated under.
- B. Provide complete details of any contract, during the last five (5) years, in which your firm has been fired.

**D. Appendices**

Include any additional information you deem essential to a proper evaluation of your proposal not included in the preceding section. These Appendices should be relevant and brief.

Each proposal must be submitted in one (1) original and three (3) copies bound to:

Effingham County Purchasing Department  
Fiona Charleton, Purchasing Agent  
601 N Laurel Street  
Springfield, GA 31329

**3.8 COST TO PREPARE RESPONSES:**

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

**3.9 SELECTION:**

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

**SECTION IV  
SPECIAL CONDITIONS**

**4.1 STATEMENT OF DISCLOSURE:**

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

**Interests of Public Officials.**

The vendor warrants for itself and any 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.

#### **4.2 CONTRACT:**

The successful contractor will be expected to provide an executed contract for approval by the Board. Upon receipt of the fully executed contract, the contractor shall be bound to deliver the stated services according to the terms and conditions of the contract and any addendums thereto. The County shall also be bound on the said terms and conditions to procure the services described and remit payment to the contractor when said services are completed. The successful contractor shall not commence work under this Request for Proposal until a written contract is awarded. If the successful contractor does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

#### **4.3 PERFORMANCE AND APPROVAL OF SUB-CONSULTANTS:**

The Vendor will perform the work as an independent contractor and not as an agent or employee of the County, and will secure written permission from Effingham County before subcontracting any part of this service. The County must **approve** all sub-contractors providing services.

#### **4.4 CHANGES:**

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

#### **4.5 TERMINATION OF CONTRACT:**

Effingham County shall have the right to terminate any contract to be made hereunder for its convenience by giving the Proposer written notice 60 days in advance of its election to do so and by specifying the effective date of such termination. The Proposer shall be paid for services rendered and not in question or dispute through the effective date of such termination. Further, provided a contract is awarded, if a Proposer shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the Proposer at issue, terminate the agreement with said Proposer for such default. If this agreement is so terminated, the Proposer shall be paid only for work satisfactorily completed.

### **SECTION V SCOPE AND CLASSIFICATION**

#### **5.1 SCOPE OF WORK:**

Design the reconfiguring of the McCall Road/Blue Jay Road intersection, to prepare Construction Plans, to let for bid, to perform Contract Administration and Closeout of the Project

#### **5.2 PRELIMINARY ENGINEERING**

##### **5.2.1 SITE SURVEY AND TOPOGRAPHIC SURVEY**

Verify both horizontal and vertical position of existing equipment, structures, pipes, and appurtenances along the proposed roadway route. Locate all above and below ground structures, measuring elevations

and dimensions, permanent benchmarks, and ancillary equipment. Provide station boundaries, corners, and a copy of the recorded plat of existing station. Obtain topographic data and all other necessary survey data to design the proposed culvert installation and force main aerial relocation and its connection points. Verify that the existing force main is inside the existing easement. Otherwise, the Engineer shall revise the easement to ensure that the force main is inside the relocated easement.

The Consultant shall be responsible for establishing reference benchmarks, including temporary benchmarks (for each construction drawing sheet), and base line identified on the Construction drawings, along with marking and locating all easements and right-of-ways (ROWs) for construction and in the construction area. This shall be coordinated and scheduled with the Contractor, who shall protect the bench marks (including temporary) and field placement of the marked and located easement and ROW lines.

The Survey shall have a coordinate system based on the Georgia State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD 83). Elevations shown shall be based on the North American Vertical Datum of 1988 (NAVD 88). All measurements and coordinates shown shall use the U.S. Survey Foot definition. Coordinates shall be shown on all manholes, valves, and fittings.

The Consultant shall prepare all recordable plats covering properties in which public easements or rights-of-way must be acquired by the Owner for the Project. Plats shall be prepared in duplicate as follows: one set of plats shall contain PINs and the names of property owners based on current County property tax records, and one set shall omit PINs and the names of property Owners. Legal research, if required, shall be the responsibility of the Consultant. These documents shall be submitted after the completion and review by the Owner of preliminary plans. All plats shall be stamped with a seal and signed by a Land Surveyor registered in the State of Georgia.

### **5.2.2 UTILITY LOCATION**

The Consultant shall provide horizontal and vertical field identification and verification, including mapping, of all underground utilities that may be in the vicinity or in conflict with the proposed roadway installation. Subsurface utility locating services shall be required and such specialized service companies may be contracted. The horizontal limit of the utility locates shall be at least the width of the proposed rights of way and the vertical limit shall not exceed 30 feet below ground surface.

### **5.2.3 AERIAL ROADWAY LOCATION(S)**

Exhibit “A” shows the proposed roadway. It shall be adjusted per the approved masterplan and field verified in coordination with County staff during preliminary design. Profile with cross-sections shall also be provided.

### **5.2.4 PERMITTING**

The Consultant shall prepare exhibits and submit applications to obtain permits necessary for roadway construction. Identification and preparation of all permits/applications to satisfy County, State, and Federal requirements for the construction of the project shall also be performed. These documents, with supporting attachments, shall be prepared by the Consultant prior to the completion of the final plans and forwarded to the Owner for execution. Copies of these documents shall be bound with the contract documents, and appropriate information shall be shown on final plans.

Permitting also shall include any wetland delineation and approval from regulating agencies for the installation or relocation of utilities if necessary.

### **5.2.5 GEOTECHNICAL INVESTIGATION AND REPORT**

The Consultant shall contract a geotechnical investigation company to characterize the existing subsurface conditions along the proposed roadway route. The depth of the penetration test shall be based upon soil conditions.

The geotechnical investigation and evaluation is needed to determine the subsurface conditions for the proposed roadway, and to evaluate the conditions for the construction of the proposed project.

The geotechnical engineering evaluation report shall summarize the following information:

- i. A brief description of the proposed project.
- ii. A description of the site and route conditions.
- iii. An explanation of the subsurface exploration procedures and findings.
- iv. Recommendations for the foundation design and site preparation of the culvert installation and force main aerial relocation and its connection points.

### **5.2.6 PRELIMINARY PLANS**

Prepare conceptual plans, which shall include:

- i. Finalize roadway design criteria
- ii. Determine storm water requirements and infrastructure needs
- iii. Plan and profile of roadway.
- iv. Include proposed utilities in appropriate ROW locations.
- v. Preliminary design report

## **5.3 FINAL DESIGN**

After the preliminary design report has been reviewed and approved by Effingham County, the final design shall proceed for the selected option including the following:

### **5.3.1 Preparation of a complete set of construction plans based on the approved conceptual design including but not limited to:**

- i. Vicinity Map
- ii. Cover Sheet
- iii. Legend
- iv. Civil Drawings & Details
- v. Geotechnical Data

### **5.3.2 Preparation of a complete set of contract documents and specifications based on the approved conceptual design including but not limited to:**

- i. Effingham County Standard Contract Documents
- ii. Effingham County Standard Technical Specifications
- iii. Geotechnical Report



**5.3.3** Preparation of construction cost estimate.

**5.3.4** Identification and preparation of all permits/applications to satisfy County, State, and Federal requirements for the construction of the Project. These documents, with supporting attachments, shall be prepared by the Consultant prior to the completion of final plans and forwarded to the Owner for execution. Copies of these documents shall be bound with the contract documents, and appropriate information shall be shown on final plans.

**5.3.5** Completing revisions to the plans and specifications as necessary based on comments received from the Effingham County and other review agencies.

**5.4 BIDDING SERVICES**

After the final design documents have been reviewed and approved by the Effingham County, bidding services shall be provided in accordance with Section II including but not limited to the following:

**5.4.1** Distribution of Documents including but not limited to:

- i. Transmission of five (5) complete sets of approved plans and specifications to the Effingham County Development Services Department.
- ii. Compilation and submission of addenda.
- iii. Responding to comments/questions from involved parties

**5.4.2** Attendance at Pre-bid Conference

- i. Preparation and distribution of minutes of Pre-bid Conference

**5.4.3** Attendance at Bid Opening

**5.4.4** Attendance at Pre-construction Conference

**5.4.5** Preparation and distribution of minutes of Pre-construction Conference

**5.4.6** Contractor evaluation and recommendation.

**5.5 CONSTRUCTION SERVICES**

After the Bid Phase has been completed and an acceptable bid has been awarded by Effingham County, construction services shall be provided, including but not limited to the following:

**5.5.1 CONTRACT ADMINISTRATION**

- i. Attendance at bi-weekly Project Meetings
- ii. Processing and evaluating Change Orders
- iii. Processing Pay Requests
- iv. Attendance at Final Inspection
- v. Preparing and distributing minutes of all meetings

**5.5.2 RESIDENT INSPECTION**

- i. Inspection time for this roadway construction - 10 hours per week for project duration
- ii. Copies of time sheets for all personnel that worked on this project
- iii. Copies of inspection field logs

- iv. Brief narratives on the work performed by the personnel invoiced on project
- v. Documentation for defective work and stored materials
- vi. Interpretation and clarification of the Contract Documents
- vii. Shop drawing review
- viii. Evaluation of substitute
- ix. Oversight of inspections and testing
- x. Review of applications for payment based on submitted data and schedules
- xi. Compilation and submission for Certificate of Substantial Completion
- xii. Compilation and submission of Final Inspection Project Punch List

## **5.6 CLOSE-OUT SERVICES**

After the construction of the project has been completed and final payment to the Contractor has been paid by the Effingham County, close out services shall be provided to include the following:

### **5.6.1 Close-Out Document Checklist**

- i. Record Drawings (As-builts)
- ii. CDs of Record Drawings (As-builts)
- iii. Recorded Plats
- iv. Certification letter with Utility Cost/Quantities
- v. Signed Elevation Certificates
- vi. Videotape of Utilities

**5.6.2** Record Drawings (As-builts) must be submitted to the Effingham County Development Services Department for review and approval. The size of the sheets shall be 24" x 36". Record Drawings (As-builts) shall have a coordinate system based on the Georgia State Plane Coordinate System, East Zone, NAD83. Elevations shown shall be based on NAVD 88. All measurements and coordinates shall use the U.S. Survey Foot definition. Coordinates shall be shown on all drainage structures, detention facilities, manholes, valves, fire hydrants, tees and bends.

**INTENTIONALLY LEFT BLANK**

**ATTACHMENT A**  
**FEE PROPOSAL**

	<u><b>COST</b></u>
Preliminary Engineering	\$
Final Design	\$
Bidding Services	\$
Construction Services (contract Administration, Resident Inspection)	\$
Close-out Services	\$
<b>TOTAL FEE (COMPLETE)</b>	\$

Proposing Company Contact Information:

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

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

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

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

**EXCEPTION SHEET**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT B**  
**DRUG FREE WORKPLACE CERTIFICATION**

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

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

\_\_\_\_\_ (Contractor) certifies to Effingham County that a drug-free workplace will be provided for the employees during the performance of this contract known as **RFP No. 19-25-001 – Engineering Services – McCall & Blue Jay Road Intersection** 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 C**

**PROMISE OF NON-DISCRIMINATION STATEMENT**

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

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

County Procurement titled **RFP No. 19-25-001 – Engineering Services – McCall & Blue Jay Road Intersection** hereby consent, covenant, and agree as follows:

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE:

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

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

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

## **ATTACHMENT D**

### **DISCLOSURE OF RESPONSIBILITY STATEMENT (page 1)**

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

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the 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



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

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

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_ representing him/herself to be

\_\_\_\_\_ of the company named.

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

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

**ATTACHMENT E**

**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

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

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

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).

**ATTACHMENT F**

**SUBCONTRACTOR AFFIDAVIT**

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

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

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

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).

**ATTACHMENT G**

**NO-BID STATEMENT**

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

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

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

Interest in this project as a:

Prime Contractor \_\_\_\_\_

Sub-Contractor \_\_\_\_\_

Supplier \_\_\_\_\_

**RFP No. 19-25-001 – Engineering Services – McCall & Blue Jay Road Intersection**

Signature: \_\_\_\_\_

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

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

## **ATTACHMENT H**

### **Legal Notice**

#### **RFP No. 19-25-001 – Engineering Services – McCall & Blue Jay Road Intersection**

Effingham County, Georgia is seeking proposals from firms interested in providing Engineering Services.

Sealed proposals are due by **11.00am (EST) Tuesday October 2, 2018** and must be mailed or hand delivered to the Effingham County Purchasing Office, 601 N. Laurel Street, Springfield, GA 31329.

A copy of this Request for Proposal is available at the address listed above or online at [www.effinghamcounty.org](http://www.effinghamcounty.org) - Purchasing tab. For additional information please contact, Fiona Charleton at (912) 754-2159 ext 4572 or via email: [fcharleton@effinghamcounty.org](mailto:fcharleton@effinghamcounty.org)

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

**ATTACHMENT I**

**Reference Sheet**







**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

Effingham County Board Of Commissioners  
 601 N Laurel Street  
 Springfield, GA 31329

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.