

# **Request for Proposal**

**No. 22-001**

**To provide**

**Professional Services - Planning Consultant for  
Development Services Code Revisions**

**for**

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

**July 2020**



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

July 23, 2021

**RE: RFP No. 22-001  
Request for Proposal for Professional Services - Planning Consultant for Development Services  
Code Revisions**

Dear Sir or Madam:

This is an invitation to submit a proposal to supply Effingham County, Georgia for 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 (Eastern Time) Monday, August 23, 2021**. Due to the fact that the proposals will be subject to an evaluation review, the details and particulars of the proposal documents will remain confidential until final award of the contract. Only the names of the companies who submit a proposal will be read aloud publicly.

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

***A NON-MANDATORY PRE-PROPOSAL CONFERENCE*** has been scheduled for **11.00am (Eastern Time), Friday, August 6, 2021** and will be conducted in the large conference room of the EFFINGHAM COUNTY ADMINISTRATIVE COMPLEX, 601 N. LAUREL STREET, SPRINGFIELD, GEORGIA, 31329, to discuss the specifications and resolve any questions and/or misunderstanding that may arise. All parties interested that don't attend the pre-proposal conference **must** send an email to [abruton@effinghamcounty.org](mailto:abruton@effinghamcounty.org) by **5:00pm (Eastern Time) Friday, August 6, 2021** stating interest in the bid.

**Proposals will not be accepted from any firm that has not submitted an email stating interest in RFP No. 22-001 – Professional Services - Planning Consultant for Development Services Code Revisions.**

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

Any questions that arise after the pre-proposal conference **must** be made in writing and must be received at the office of the Purchasing Agent no later than **5:00pm (Eastern Time) Wednesday, August 11, 2021**. No response will be given to any questions received after **5:00pm (Eastern Time) Wednesday, August 11, 2021**. Questions may be faxed to 912-754-8413; emailed to [abruton@effinghamcounty.org](mailto:abruton@effinghamcounty.org) or mailed to the address below. If questions are mailed, please DO NOT put the bid number on the outside of the envelope.

The response to all questions will be in the form of an addendum and will be posted on the Effingham County website [www.effinghamcounty.org](http://www.effinghamcounty.org) before **5:00pm (Eastern Time) Monday, August 16, 2021**.

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

**EFFINGHAM COUNTY, GEORGIA  
DOCUMENT CHECK LIST**

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

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

<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
		PAYMENT BOND- UPON AWARD OF CONTRACT
<b>X</b>		CERTIFICATE OF INSURANCE
<b>X</b>		W-9
		LEGAL NOTICE
<b>X</b>		CONTRACTOR AFFIDAVIT & AGREEMENT (E-VERIFY)
<b>X</b>		SUB-CONTRACTOR AFFIDAVIT & AGREEMENT (E-VERIFY) (if applicable)
<b>X</b>		GEORGIA PROFESSIONAL LICENCE CERTIFICATIONS
<b>X</b>		LIST OF SUB-CONTRACTORS (if applicable)
<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:**

<b>Request for Proposal</b>	<b>Date/ Time</b>
Owner issues public advertisement of RFP	Friday, July 23, 2021
NON-MANDATORY Pre-Proposal Conference	11:00am (EST) Friday, August 6, 2021
Deadline for submission of written questions	5:00pm (EST) Wednesday, August 11, 2021
Addendum issued and posted online at <a href="http://www.effinghamcounty.org">www.effinghamcounty.org</a>	5:00pm (EST) Monday, August 16, 2021
Deadline for submission of Proposals	11:00am (EST) Monday, August 23, 2021
Bid and Contract to Board of Commissioners <b><u>(TENTATIVE)</u></b>	Tuesday, September 7, 2021

**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 ADDITIONAL COVERAGE FOR SPECIFIC PROCUREMENT PROJECTS:**

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

**2.15 INDEMNIFICATION:**

The 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.

**2.16 INTERPRETING SPECIFICATION:**

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

**2.17 SIGNED RESPONSE CONSIDERED AN OFFER:**

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

**2.18 PAYMENT TO 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.

**2.19 VENDOR DEFAULT:**

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

**2.20 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS OR REQUIREMENTS:**

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

**2.21 MERGERS:**

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

**INTENTIONALLY LEFT BLANK**

RFP No. 22-001 – Professional Services – Planning Consultant for Development Services Code Revisions

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**

The Effingham County Board of Commissioners is seeking a qualified consultant to assist in the Development Services Code Revisions which will include but not be limited to a Comprehensive Plan amendment, update Future Land Use Map, Character Areas Map & Zoning Ordinance, Subdivision Regulations, and Engineering Design Standards Update.

#### **Scope of Work**

##### **1.0 Introduction**

Effingham County is a desirable location to live and work in the region. The County expects population growth and industrial and commercial development to accelerate with the continued growth of the Georgia Ports Authority and development of employment opportunities within the County. The County is 477.6 square miles of land, and is the 31<sup>st</sup> largest county in Georgia by size. According to the American Community Survey, the County's 60,477 residents have a median age of 36 years, and enjoy a median household income of \$66,822. 75.9% of housing units are owner-occupied. 31.1% of workers find employment in the County, while the remainder commute.

The County has experienced aggressive growth in recent years. Although recently amended in 2019, the Comprehensive Plan again needs revisiting due to the rapidly changing landscape of the County. In particular, the County desires to make adjustments to the Land Use Element, including the Future Land Use Map and Narrative and create a Character Areas Map and Defining Narrative.

Development practices as well as County goals and objectives have changed since the Zoning Ordinance and Subdivision Regulations were adopted in 1999. The Zoning Ordinance was designed to promote, protect, and facilitate the public health, safety, and welfare of the inhabitants of Effingham County. It has been amended in response to development practices that required immediate attention, changes in State law, constituent requests, and adoption of new policies. As a result of the incremental amendments, the ordinance in its current state is difficult to understand and does not comprehensively and adequately communicate the land use policies or its regulatory objectives.

Likewise, engineering standards have not been updated to stay current with land use patterns over the years. Many of the standards originate from “borrowed” code from other jurisdictions and are no longer applicable to the character of the County's development. Codes to be considered for revision include the Effingham County Standard Specifications, Stormwater Management Local Design Manual, Water System Specifications, Post Construction Stormwater Management Ordinance, and other related documents.

The Zoning Ordinance and Subdivision Regulations are used to implement the County's Comprehensive Plan and other related Plans, and the update and revisions are necessary to meet the demands of a fast-growing county. The County's numerous engineering standards provide a tool for implementation of the elements within the Subdivision Regulations.

In an effort to address the changes in development practices, to ensure the compatibility of regulations with established County goals and objectives, to formulate realistic and workable regulations, and to promote user friendliness of development standards, the County will undertake a comprehensive review and update of the Comprehensive Plan Land Use Element, Zoning Ordinance, Subdivision Regulations and related engineering documents. It is anticipated that the project will involve reorganization, the addition of new sections, and the rewriting of many sections to incorporate new concepts and regulatory techniques.

The Zoning Ordinance, Erosion Prevention and Sediment Control Ordinance, Development plan Ordinance, Flood Prevention Ordinance, Subdivision Regulations, and are available at: [https://library.municode.com/ga/effingham\\_county/codes/code\\_of\\_ordinances](https://library.municode.com/ga/effingham_county/codes/code_of_ordinances). Engineering documents are available at: <https://www.effinghamcounty.org/243/Forms-Links>.

## **2.0 Scope of Work**

Effingham County is seeking Proposals from a qualified Professional Consultant or Firm (Consultant) that has extensive experience in preparing Comprehensive Plans, Zoning Ordinances, Subdivision Regulations, and design standards, a proven ability to assess a County's current conditions and regulations, and knowledge of current State laws and regulations as they apply to amending Comprehensive plans, zoning, plat review, environmental criteria, and infrastructure design and construction. In addition, the Consultant must be familiar with innovative public participation techniques to maximize public input within the decision making process. The Consultant should have demonstrated expertise and experience in working with the Georgia Zoning Procedures Law.

It is apparent to County officials that the existing zoning regulations are outdated and, in many cases, inadequate to shape future growth in a manner that leads to sustainable, pedestrian friendly built environments. This update of the Zoning Ordinance will result in changes to the County's zoning districts, sign regulations, nuisance codes, subdivision plat requirements, and development plan review processes and requirements. The Subdivision Regulations are in need of revisions to update submittal requirements, incorporate the Development plan requirements, to integrate stormwater regulations, and to standardize definitions shared by the two documents. The County desires to reorganize content to incorporate applicable engineering design standards into the Subdivision Regulations. Other content will also need to be considered to be reorganized into a Standards manual or similar document.

The scope is to:

### **Part I – Comprehensive Plan Amendment**

The Consultant will assist in the development of an amendment to the Land Use Element of the 2020-2040 Comprehensive Plan, to include an updated Future Land Use Map and Narrative, and a Character Areas Map and Defining Narrative. In addition, the Consultant must be familiar with innovative public participation techniques to maximize public input within the decision making process. The Consultant should have demonstrated expertise and experience in working with the Georgia Rules for Local Planning. All modifications to the Comprehensive Plan will be coordinated by the County's Planning & Zoning Manager and/or Development Services Director.

This Land Use Element update will involve a review and assessment of the current Land Use Element to determine what improvements may be needed for the plan to be a useful document in development planning and zoning decision making. The review should identify deficiencies in the current land use categories, and recommend new and/or revised categories. The categories should reflect existing land uses and activities, and accommodate land uses and activities common to the kind of industrial and commercial interests that are likely to situate in Effingham County, given its proximity to the port in Savannah.

The Future Land Use Map will illustrate the land uses that are likely to evolve given existing land uses, and the type of population and industrial/commercial growth the county and the region are experiencing. The land use categories and Future Land Use Map will be used for planning purposes, and will continue to evolve as economic development transforms the County.

The Character Areas Defining Narrative should include existing community sub areas, districts, and neighborhoods in the unincorporated areas. Each Character Area will include a written description and pictures/illustrations that make it clear what types and patterns of development are to be encouraged in the area. Each Character Area will include a listing of specific land uses and zoning categories to be allowed in the area. Each Character Area will also include implementation measures to achieve the desired development patterns for the area, including regulations, public investments, and infrastructure

improvements.

The Character Areas Map will illustrate the narrative, and will be searchable for fine-grain analysis of development and rezoning review and decision-making. The Character Areas Map and Defining Narrative may be based in part on Character Areas identified during the 2006 – 2009 Comprehensive Plan process (<https://www.dca.ga.gov/node/4343>).

The study will utilize existing available information from previous and current comprehensive plans, and other available sources, to establish a historic reference for the areas to be studied. This information will be used to supplement the recommendations developed as part of this study. The County will provide existing available zoning data as well as approved master plans for the study area.

A summary report will be prepared based on the initial review and recommendations. At a minimum, the report will include discussion and/or review of: existing conditions, other planned development or improvements in each Character Area, development assumptions, corridor improvements, and next steps/summary.

The consultant shall have a series of kick-off meetings with staff to review needs, learn issues, and refine the scope of work and deliverables listed above. The consultant shall also have monthly meetings with County Staff to review project progress and present the findings of the study to the Board of Commissioners at a workshop.

A draft report will be provided to the County for review and comments. The Consultant shall incorporate the comments into the draft and provide a final report to the County.

## **Part II – Regulatory Code Updates**

1. Conduct a general assessment of the existing Zoning Ordinance, focusing on how well it implements County policies, its strengths and weaknesses in terms of its content, structure, organization, clarity, ease of use, zoning districts and district standards, regulations of general applicability, definitions, graphics, and procedures.
2. Identify a minimum of three zoning ordinance models/typologies that may be appropriate for the County, given the County's geography, demographics, land use characteristics, built environment, transportation network, and vision, as expressed in its plans and policies. Produce a report that describes all identified options, examples of best practices and how each model/typology is being used in peer counties, how each model/typology is administered, and the advantages of, and drawbacks to, each option, and how the new options will better serve the County's implementation of the Georgia Zoning Procedure Law.
3. The Zoning Ordinance update will involve a review and assessment of the current ordinance to determine what improvements may be needed to update permitted uses; conditional use review requirements and performance standards.
4. Provide model language to:
  - a. accommodate overseas / semi-truck shipping containers as accessory buildings;
  - b. suggestions for enhancing buffer requirements;
  - c. buffering widths and screening requirements;
  - d. guidance for conditional use rezoning;
  - e. updates to the surface mining & ponds section;
  - f. revisions to fence requirements that accommodate building code requirements;
  - g. addition of mobile home exit permit language;
  - h. enhanced enforcement provisions that require all properties seeking permits or zoning map amendments to be brought up to code;
  - i. development and subdivision of parcels utilizing private infrastructure (roads, utilities, etc.);
  - j. accessory dwellings requirements & enforcement;
  - k. industrial zoning standards;

- l. planned development zoning criteria, including min. acreage requirements;
  - m. business license standards / requirements for rural and Agricultural based businesses;
  - n. Emerging agricultural crops regulations;
  - o. Creating and modifying nonconformities;
  - p. Rural business and agricultural based commercial businesses standards;
  - q. Assembly permits;
  - r. Existence of split zoning;
  - s. Public notice requirements;
  - t. Tree protection needs;
  - u. Other items and issues to be determined during County staff interviews.
5. Conduct a general assessment of the existing Subdivision Regulations, focusing on how well it implements County policies, its strengths and weaknesses in terms of its content, structure, organization, clarity, ease of use, regulations of general applicability, definitions, graphics, procedures, and standards.
6. Provide model language to:
- a. Use of special tax districts for private infrastructure operations and maintenance;
  - b. Shared private water well systems requirements;
  - c. Minor and major subdivision definitions;
  - d. Frontage and building line width / flag lot standards;
  - e. Access for landlocked parcels;
  - f. Platting and bonding of unfinished infrastructure, including pavement, sidewalks / disturbance stabilization;
  - g. Bonding for construction traffic;
  - h. Sidewalk construction responsibility, ownership, maintenance;
  - i. Phased permitting;
  - j. Residential lot plot plan requirements;
  - k. Timber permitting & business licensing;
  - l. Georgia plat recordation law and local review authority;
  - m. Expedited plan review;
  - n. Re-inspection and repeated plan review fees;
  - o. Utility design coordination;
  - p. Recordation and legal binding of stormwater maintenance agreements;
  - q. Infrastructure cost share agreements;
  - r. Plan contents and review checklist;
  - s. Other items and issues to be determined during County staff interviews.
7. Conduct a general assessment of the existing Engineering Design Standards, focusing on how well it implements County policies, its strengths and weaknesses in terms of its content, structure, organization, clarity, ease of use, regulations of general applicability, definitions, graphics, procedures, practicality, and constructability.
8. Provide model language to:
- a. Fire and emergency services access;
  - b. Water and sewer field testing and modeling for capacities;
  - c. Water extensions for looping within adjacent developments;
  - d. Stormwater – downstream analysis, conveyance, and acquisition of easements;
  - e. Updates to water and sewer design and specifications;
  - f. Pavement thickness designs;
  - g. Construction field testing and sampling, including road subgrade density testing and proof rolling, water and sewer testing;
  - h. CCTV requirements;
  - i. Utility locations and easement widths;
  - j. Stormwater easement requirements and dedication;
  - k. Residential lot grading requirements;
  - l. Wetland permitting, delineation, setbacks, and mitigation requirements;

- m. Rural and urban street designs;
  - n. Use of proprietary and unproven stormwater BMP technologies;
  - o. Defining the discretion and judgement of the County Engineer;
  - p. Tree and landscape design requirements;
  - q. Stormwater design storm events for water quantity, volume control, quality, conveyance;
  - r. Stormwater retention / detention design;
  - s. BMP treatment trains;
  - t. Green infrastructure / low impact development criteria;
  - u. Groundwater freeboard & subgrade / ditch / pipe separation;
  - v. As-built record plans content requirements;
  - w. Borrow soil and testing requirements;
  - x. Pipe trench backfill materials;
  - y. Structural fill;
  - z. On-site and off-site traffic improvements, revisit TIA requirements;
  - aa. On-street parking standards and enforcement;
  - bb. Inclusion of current and potential MS4 requirements;
  - cc. Undercutting of soils;
  - dd. Sidewalk design;
  - ee. Sanitary sewer lift station design standards, including generator power, SCADA;
  - ff. Water backflow preventers;
  - gg. Design standard details, including stormwater, water, sewer, road, sidewalk, trees, erosion control, traffic control;
  - hh. Parking design;
  - ii. Reuse water ERU, design, specifications, standards;
  - jj. High visible pollutant sources (HVPS) stormwater BMPs;
  - kk. Other items and issues to be determined during County staff interviews.
9. Conduct a general assessment of the existing local building code, focusing on how well it implements County policies, its strengths and weaknesses in terms of its content, structure, organization, clarity, ease of use, regulations of general applicability, definitions, graphics, procedures, practicality, and constructability.
10. Provide model language to:
- a. Minimum building size requiring a design professional;
  - b. Site plan requirements;
  - c. Swimming pools setbacks, protection;
  - d. Fence requirements;
  - e. Other items and issues to be determined during County staff interviews.
11. Evaluation and recommendations on staff report format and content.
12. Other items and issues to be determined during County staff interviews.

All modifications to the Zoning Ordinance and Subdivision Regulations will be coordinated by the County's Planning & Zoning Manager and/or Development Services Director.

The County will provide existing available zoning data as well as approved master plans for the study area.

A summary report will be prepared based on the initial review and recommendations. At a minimum, the report will include discussion and/or review of: existing code, assessment of code effectiveness, comparison of codes to industry norms, recommendations of content changes, recommendations of organizational changes, and next steps/summary.

The consultant shall have a series of kick-off meetings with staff to review needs, learn issues, and refine the scope of work and deliverables listed above. The consultant shall also have monthly meetings with County Staff to review project progress and present the findings of the study to the Board of Commissioners at a workshop.

A draft report will be provided to the County for review and comments. The Consultant shall incorporate the comments into the draft and provide a final report to the County.

**Required Qualifications**

Responses to this RFQ should demonstrate the proposing firm/team has qualifications and experience completing similar projects for local governments. A minimum of three similar projects should have been completed in the last 5 years. Heavy consideration will be given to the relevant experience and qualifications of the project manager and other team members.

**Statement of Qualifications**

Effingham County assumes no obligation in this general solicitation of Statement of Qualifications and all costs and expenses of responding to this RFP shall be borne by the interested firms or individuals. Firms must submit one original and one copy of their Statement of Qualifications package that contains the following sections.

- **Letter of Commitment**

The Letter of Commitment should be addressed to:

Mr. Eric W. Larson, PE, AICP, CFM, CPSWQ  
Effingham County Board of Commissioners  
Assistant County Manager / Director of Development Services / County Engineer  
601 N. Laurel Street  
Springfield, GA 31329

The letter should identify the firm and contact person as well as other firms (if any) included on the team. The letter must identify the proposed project manager and other key staff and commit them to the contract if the team is selected. The letter must also state the Statement of Qualifications shall remain in effect and will not be withdrawn for 90 days from the due date. The Letter of Commitment should not be longer than 2 pages and should be signed by the duly authorized official of the firm.

- **Project Approach**

This project requires a specific expertise and experience to complete. This section should provide a general overview as to how the team has completed other similar projects and how the team plans to accomplish this project. A proposed project scope and schedule should be included in this section. This section should be no longer than 4 pages.

- **Qualifications/Relevant Experience**

This section of the Statement of Qualifications should have a brief overview of the firm and any subconsultants. It should also include a minimum of three similar projects completed in the last 5 years and a maximum of five similar project completed in the last 5 years. Please provide reference information with each project provided. This section should be no longer than 8 pages

- **Key Staff**

Resumes for the proposed project manager and other key team members should be provided in this section. Resumes should be limited to one page with the exception of the project manager which can be two pages. An organizational chart for the team can be included in this section listing the assignments of each key staff member.

- **Schedule**

Provide a bar chart and tabular summary of time needed to complete the scope of work.

**3.2 ACCEPTANCE AND EVALUATION OF PROPOSALS:**

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

**3.3 FEE PROPOSAL:**

Provide a man-hour estimate and hourly rates for personnel listed on the organizational chart. Outline anticipated expenses and mark-ups. Total to provide a total cost not to exceed for the project.

**3.4 PROPOSAL DEADLINE:**

The response to the request for proposal must be received by the Effingham County Purchasing Office no later than **11.00am (Eastern Time) Monday, August 23, 2021**. Any proposal received after the time and date stipulated will be rejected and returned to the Vendor. The County may, for good and sufficient reason, extend the response deadline, in which case all potential Vendors will receive an addendum setting forth the new date.

**3.5 WITHDRAWAL OF PROPOSAL:**

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

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

**3.6 CONFIDENTIALITY OF DOCUMENTS:**

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

**3.7 MINIMUM CRITERIA USED TO DETERMINE RESPONSIBILITY OF EACH PROPOSER:**

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

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

**3.8 QUALIFICATION EVALUATION CRITERIA**

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

1. Scope/Approach	30%
2. Experience	30%
3. Project Team (including sub-consultants)	20%
4. Schedule	10%
5. Cost	10%

Evaluations will be made by a selection committee which could consist of project staff, elected officials and possibly other representatives designated by the owner. The selection committee will receive and review the proposals submitted in response to this request. Proposals will be evaluated against the above set of weighted criteria to determine those firms most qualified for this project. Based on the evaluation of the written proposals, the highest ranking firm(s) may be requested to participate in an in-person interview. If multiple interviews are conducted, they will be subsequently ranked in order of ability to perform the work as demonstrated through the in-person interviews.

**3.9 FORMAT OF RESPONSES:**

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

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

**3.10 COST TO PREPARE RESPONSES:**

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

**3.11 SELECTION:**

The County will select a firm which provides the most favorable combination of experience, qualifications, 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:**

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-consultants 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. 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.

**INTENTIONALLY LEFT BLANK**

**ATTACHMENT A**

**FEE PROPOSAL**

Provide a man-hour estimate and hourly rates for personnel listed on the organizational chart. Outline anticipated expenses and mark-ups. Total to provide a total cost not to exceed for the project.

Based on the information submitted and internal budgetary considerations, it may be necessary to adjust the Scope of Work based on funding limitations and input from the selected firm. If negotiations cannot produce a contract, an impasse will be declared, and the County will open negotiations with the second ranked firm. This process continues until all firms are exhausted or a firm is awarded the contract.

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. 22-001 – Professional Services - Planning Consultant for Development Services Code Revisions** 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. 22-001 – Professional Services - Planning Consultant for Development Services Code Revisions** 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.GA § 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. 22-001 – Professional Services - Planning Consultant for Development Services Code Revisions**

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

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

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

**ATTACHMENT H**

**Legal Notice**

**RFP No. 22-001**

**Professional Services - Planning Consultant for Development Services Code Revisions**

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

Sealed proposals are due by **11:00am (Eastern Time) Monday, August 23, 2021** and must be mailed or hand delivered to the Effingham County Purchasing Office, 601 N. Laurel Street, Springfield, GA 31329.

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

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

## 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 a qualified company 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.**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless County and its officers, directors, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the work, but only to the extent caused by any negligent or willful act or omission of Contractor, its subcontractors and suppliers, or any individual or entity directly or indirectly employed by them to perform any of the work or anyone for whose acts any of them may be liable. The Contractor's obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed upon contract price as shown in this Contract or by the scope and amount of 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 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

## SAMPLE CONTRACT (page 3)

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.

### **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

## SAMPLE CONTRACT (page 4)

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.

### **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).

### **Limits of Insurance:**

Effective coverage shall have the following limits:

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

## SAMPLE CONTRACT (page 5)

**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.
- D. **Cancellation/Non-Renewal Notification:** Each insurance policy shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.
- E. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The CONTRACTOR 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 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 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**

**SAMPLE CONTRACT (page 7)**

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 \_\_\_\_\_, 2019.

**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:

\_\_\_\_\_