



Charlton County Board of Commissioners

Request for Proposal

**Interior & Exterior Renovation Project
Volunteer Fire Department – St. George Station 2**

ACCEPTANCE DATE: Prior to 5:00:00 PM Wednesday, February 21, 2018 “Local Time”

RFP NUMBER: FY2018-0124

ACCEPTANCE PLACE
Charlton County Board of Commission
Office of the Administrator
68 Kingsland Drive, Suite B
Folkston, Georgia 31537

MANDATORY PRE-SUBMITTAL MEETING ONSITE:

Wednesday, February 7, 2018 at 2:00:00 PM at 13063 Florida Avenue, St. George, GA 31562

QUESTIONS regarding this Request for Proposal shall be received no later than 5:00:00 PM on Wednesday, February 14, 2018.

RFP OPENING shall be held in the Commission Chamber, Room 119 at the above referenced address.

REQUESTS FOR INFORMATION related to this Solicitation should be directed to:
Charlton County Commissioner’s Office
Phone: (912) 496-2549
Fax: (912) 496-1156
E-mail address: bharden@charltoncountyga.gov

This document can be downloaded from our website: www.charltoncountyga.us

Issue Date: Wednesday, January 24, 2018

Date: Wednesday, January 24, 2018
Charlton County Board of Commissioners
68 Kingsland Drive
Folkston, GA 31537
Request for Proposal (RFP) #FY2018-0124

Interior & Exterior Renovation Project – St. George VFD

Sealed proposals from contractors will be received in the office of the County Administrator, Charlton County Board of Commissioners (CCBOC), Suite B, 68 Kingsland Drive, Folkston, GA. 31537, until 5:00:00 PM on Wednesday, February 21, 2018 for the interior and exterior renovation of the St. George Volunteer Fire Station. This involves the renovation of interior rooms including that of the bathrooms (Compliant with ADA Standards), storage facilities and kitchen, replacement of existing lighting and wiring in the vehicle bays of the building, painting of all rooms, painting of outside water tank and the installment of vent fans inside of bays to be in compliance with OSHA Standards. Please see the Scope of Project section for the detailed list of proposed work to be completed.

At that time, date, and place given above, Suite B, the sealed proposals will be publicly opened and read aloud. Specifications and proposal forms can be obtained from the Office of the County Administrator or the Charlton County website, www.charltoncountyga.us. A mandatory pre-submittal meeting will be held on Wednesday, February 7, 2018 at 2:00:00 PM, located at 13063 Florida Avenue, St. George, GA 31562. The contractor making a proposal must be present in order to submit a proposal for this solicitation. No bonds are required for this RFP.

Questions regarding this RFP should be directed to Rebecca Harden via Email at bharden@charltoncountyga.gov and shall be received no later than 5:00 PM on Wednesday, February 14, 2018. The CCBOC reserves the right to cancel this solicitation and/or reject all proposals in whole or in part if Charlton County determines that cancellation and/or rejections are advantageous to the County. RFPs are legal and binding upon the Respondent when submitted. It will also be the responsibility of each Respondent to obtain any addenda issued from the County Administrator. The written RFP documents supersede any verbal or written prior communications between the parties.

By Charlton County Board of Commissioners

Rebecca Harden
Finance/HR Coordinator

Table of Contents

Request for Proposal FY2018-0124

<u>SECTION/TITLE</u>	<u>PAGE</u>
1.0 Purpose.....	4
2.0 Competition Intended.....	4
3.0 Discrepancies.....	4
4.0 Statement of Qualifications.....	4
5.0 Charlton County Requirements.....	5
6.0 Scope of Project.....	5
7.0 Evaluation and Award Criteria.....	6
8.0 Instructions to Offerors.....	6
9.0 Agreement Terms and Conditions.....	13

Attachment A – Mandatory Documents Checklist

Exhibit A – Charlton County Insurance Requirements

Prepared By: Rebecca Harden For: Charlton County Board of Commissioners
Finance/HR Coordinator

1.0 PURPOSE

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from contractors to renovate the interior and exterior of the St. George Volunteer Fire Station. This will include renovation of interior rooms including that of the bathrooms (Compliant with ADA Standards), storage facilities and kitchen, replacement of existing lighting and wiring in the vehicle bays of the building, painting of all rooms, painting of outside water tank and the installment of vent fans inside of vehicle bays to be in compliance with OSHA Standards.

2.0 COMPETITION INTENDED

It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the offeror's responsibility to advise the County in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in the RFP to a single source. Such notification must be received by the County not later than five (5) working days prior to the date set for proposals to close.

3.0 DISCREPANCIES

Should an offeror find discrepancies in the plans and/or specifications or be in doubt as to the meaning or intent of any part thereof, the offeror shall request clarification from the County in writing, not later than five (5) working days prior to the proposal opening. Any changes to the RFP that result from such a clarification request, will be communicated through a written addendum and posted on the County Website under the "Bid Postings" Page at www.charltoncountyga.us. Failure to request such a clarification is a waiver of any claim by the offeror for additional expenses because its interpretation was different than the County.

4.0 STATEMENT OF QUALIFICATIONS

An offeror's proposal shall contain a "Statement of Qualifications":

- (a) General Information about the Firm, contact information
- (b) Prior demonstrated experience in accomplishing similar projects;
- (c) Demonstrated timeliness on similar projects;
- (d) References, licenses and/or certifications supporting qualifications
- (e) Identification, qualifications and general capabilities of Contractor and Sub-Contractors

5.0 CHARLTON COUNTY REQUIREMENTS

An offeror shall meet Charlton County Requirements:

5.1 Offeror and any Sub-contractors chosen by the Offeror shall be qualified Contractors.

5.2 Offeror must provide a photocopy of the firm's current certification of insurance.

5.3 The potential respondent shall attend a mandatory pre-submittal meeting as a pre-requisite to submitting a proposal. There will be a mandatory pre-submittal meeting at the St. George VFD Station on Wednesday, February 7, 2018 at 2:00:00 PM, located at 13063 Florida Avenue, St. George, GA 31562. **Only those contractors attending the pre-submittal meeting will have their proposals considered for the project.**

6.0 SCOPE OF PROJECT

6.1 Project Description

The VFD Station 2 building is in need of repairs and renovations. Goals include renovation of interior rooms including that of the bathrooms (Compliant with ADA Standards), storage facilities and kitchen, replacement of existing lighting and wiring in the vehicle bays of the building, painting of all rooms, painting of outside water tank and the installment of vent fans inside of bays to be in compliance with OSHA Standards.

6.2 Alternate Proposal

Inspect/Repair or replace (if needed) the roof and eaves. (Please submit this as an alternate proposal).

6.3 Project Approach

The Contractor shall prepare and submit a proposal and pricing for consideration that at a minimum includes:

- 6.3.1** Remove existing bathroom fixtures and plumbing, including showers.
- 6.3.2** Install new bathroom fixtures and plumbing, including showers.
- 6.3.3** Remove existing kitchen features including cabinets and flooring.
- 6.3.4** Replace kitchen with standard white cabinets and white floor tiles and appliances which includes, Refrigerator, Stove/Oven, Dishwasher and Microwave.
- 6.3.5** Install white tiles in all bathrooms.
- 6.3.6** Installation of aerator in well.
- 6.3.7** Remove existing ballasts, wiring and lights inside of vehicle bays.
- 6.3.8** Install new ballasts, wiring and lights inside of vehicle bays.
- 6.3.9** Paint all walls in all rooms. Color TBD.
- 6.3.10** Paint outside Water Tank. Color TBD.
- 6.3.11** Install vent fans to all for exhaust from vehicle bays per OSHA Standards.
- 6.3.12** Restripe the floors with 4" yellow striping for Vehicle Storage.
- 6.3.13** Install new lighting for outside of building. (Motion Censored)
- 6.3.14** Install new countertops in Kitchen. The Countertops should be Formica, Color TBD.

6.3.15 Remove existing wall between storage rooms and all plumbing that is no longer being utilized.

6.3.16 ALTERNATE (Inspect/Repair/Replace roof and eaves)

6.4 Work and pricing includes removal and disposal of all renovation/construction debris and materials. The Contractor shall be responsible for the safety, actions and conduct of his employees and subcontractors at all times for the duration of the work. All work undertaken shall be performed in full accordance with all applicable State and Local Codes.

7.0 EVALUATION CRITERIA

The County will evaluate and rank the responsive proposals by applying the weighted comparative evaluation criteria set forth below.

Criteria Description	Value
Team and Qualifications	20
Experience and Capabilities	20
Project Understanding and Approach	25
Cost Proposal	35

7.1.1 Selection

After the evaluation process is complete, the top-ranked Respondent will be either selected for award or offered the opportunity to negotiate the final terms of the agreement. If the County determines that the top-ranked Respondents proposed final terms of the agreement are not advantageous to the County, the County may choose to either select or negotiate with the next-ranked Respondent.

8.0 INSTRUCTIONS TO OFFERORS/CONTRACTORS

8.1 DEFINITIONS:

- a. Addendum: A change, addition, alteration, correction, or revision to a RFP/Bid or contract document.
- b. RFP Schedule/Form: The form in which the response is submitted by a Offeror for an invitation for RFP.
- c. Contractor/Offeror: The Party in a contract responsible for performing the service defined in the contract.
- d. Invitation for RFP: All documents, whether attached or incorporated by reference, used to solicit competitive sealed RFPs.

- e. Responsive Offeror: A person who has submitted a RFP that conforms to all material respects to the invitation for RFP.
- f. Responsible Offeror: A person who has the capacity in all respects, to perform the contract requirements fully and the moral and business integrity and reliability to assure good faith performance.
- g. Qualified Vendor: One who meets, or by the date of RFP acceptance can meet, all requirements for licensing, insurance and service contained within these specifications.

8.1 SUBMISSION OF RFP:

The RFP shall be enclosed in a sealed envelope, addressed to the Charlton County Board of Commission – County Administrator, Suite B, 68 Kingsland Drive, Folkston, GA 31537 with the name of the Offeror, the date and hour of opening and the RFP number on the face of the envelope. Emailed/faxed RFP's will not be considered. Any addenda should be signed and enclosed in the sealed envelope.

CCBOC will be accepting one (1) unbound original and three (3) copies of the complete signed RFP. Copies may be delivered to the above address ONLY between the hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by the Charlton County Government. For a complete listing of holidays, please contact the Office of the Administrator by phone at (912) 496-2549 or by email at bharden@charltoncountyga.gov.

8.2 SIGNATURE REQUIRED:

Each Offeror shall furnish all information required by the RFP form or document. Each Offeror shall sign the RFP and print or type his or her name on the schedule. The person signing the RFP must initial erasures or other changes. An authorized agent of the company must sign RFP's. A VALID RFP OFFER MUST BE SIGNED.

8.3 OFFER DUE DATE, TIME, AND LOCATION:

RFP's must be in the actual possession of the Charlton County Board of Commission on or prior to **Wednesday, February 21, 2018; 5:00:00 PM EST**, at which time they will be publicly opened and read aloud in the Commission Chambers of the Charlton County Annex, 68 Kingsland Drive, Folkston, GA 31537.

8.4 DRIVING DIRECTIONS:

Charlton County Annex from I-95: Take I-95 South to Georgia Highway 40, if coming from the North. If coming from the South, take I-95 North to Georgia Highway 40; or exit 3. Take Georgia Highway 40 West and drive 25 miles. Charlton County Annex will be on the left at the dead end.
Address: 68 Kingsland Drive Suite B, Folkston GA 31537

8.5 LATE OFFERS:

Charlton County will not be responsible for late receipt of RFP's.

8.6 ADDENDA AND INTERPRETATIONS:

- (a) Charlton County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the county's website under the RFP information. Contractor should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. Contractors are advised to check the website for addenda before submitting their RFPs.
- (b) *Contractors shall acknowledge any issued addenda by including the Addenda Acknowledgement Form with the RFP submittal. RFP submittals that fail to acknowledge the contractor's receipt of any addendum may result in the rejection of the RFP if the addendum contains information that substantively changes the Owner's requirements.*
- (c) Replies will be issued by Addenda mailed or delivered to parties recorded by Charlton County as having received RFP Document Package. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- (d) Addenda may be issued to modify the RFP Document Package as deemed necessary by Charlton County.

8.7 REJECTION OF RFP/CANCELLATION:

Charlton County Government reserves the right to reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of Charlton County. Charlton County reserves the right to cancel this RFP at any time.

Charlton County has the right to reject all bids or proposals or any bid or proposal that is non-responsive or not responsible, and

Charlton County may issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion.

8.8 MINIMUM RFP ACCEPTANCE PERIOD:

Submittals shall be valid and may not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

8.9 SOLICITATION CONTACT PERSON:

Procurement Procedure – County Commissioner’s Office at (912) 496-2549. Direct all questions, in writing, to bharden@charltoncountyga.gov.

8.10 QUESTIONS:

Any explanation desired by an Offeror regarding the meaning or interpretation of the invitation for RFPs, drawings, specifications, etc. must be requested five (5) working days prior to RFP opening, unless otherwise specified, in order for a reply to reach all Offerors before the close of RFP. Any information given to a prospective Offeror concerning an invitation for RFP will be furnished to all prospective Offerors as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed Offerors. The written RFP documents supersede any verbal or written communications between parties. **Receipt of addendum should be acknowledged in the RFP. Although the County Administrator will take effort to send any addendum to known Offerors, it is the Offerors ultimate responsibility to ensure that they have all applicable addenda prior to RFP submittal.** This may be accomplished via contact with the County Clerk prior to RFP submittal or checking the county website at www.charltoncountyga.us prior to RFP submittal.

8.11 PATENT INDEMNITY:

The Contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

8.12 COMPLIANCE WITH LAWS AND ELIGIBILITY:

The Contractor shall obtain and maintain all licenses, permits, liability insurance, workman’s compensation insurance and comply with any and all other standards

or regulations required by federal, state, or county statute, ordinances and rules during the performance of any contract between the Contractor and the County. Any such requirement specifically set forth in any contract document between the Contractor and the County shall be supplementary to this section and not in substitution thereof. The County may choose not to accept the RFP of a Contractor who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service. General Contractors shall be required, by State Law, to submit his or her general contractor license number and the identity of any business organization for which such applicant is serving as qualifying agent that is undertaking or contracting as a general contractor to construct or manage the construction.

8.13 ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the Offeror's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the supplier may make notes to those areas, but may not materially alter any document language.

8.14 DESCRIPTION OF MATERIALS:

RFPs for materials, supplies, vehicles, and/or equipment should be accompanied by copies of detailed factory specifications, ratings, technical data, including accurate descriptions of the exact materials, supplies, vehicles, and/or equipment on which RFPs are made.

8.15 QUALITY:

All materials used for the manufacture or construction of any supplies, materials, vehicles, or equipment covered by this RFP shall be new (unless otherwise specified), the latest model, of the best quality, and highest grade workmanship. Vehicles and/or equipment shall be equipped with such necessary equipment complying with the Georgia State Law, but not including licensing. In addition, materials must comply with all applicable Federal and State OSHA requirements in affect at the time of RFP.

8.16 GUARANTEE:

Unless otherwise specified by the County, the Offeror shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period any defects are due to faulty material and or services, the Offeror at his or her expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These

repairs, replacement or adjustments shall be made only at such time as will be least detrimental to the operations of County business.

8.17 LOCAL BUSINESS INITIATIVE AFFIDAVIT:

If a Local Vendor's RFP shall meet all specifications, then the Board of Commissioners may consider the fact that the Offeror is a local vendor in making the RFP award.

A "local vendor" for purposes of this section shall be defined as a vendor maintaining a physical presence within Charlton County, including, but not limited to the maintenance of one office within Charlton County and the continuous employment of not fewer than one person at such office for more than six months and hold a business license within Charlton County or the appropriate state license prior to the submission of such RFP. The mere maintenance of a post office box within Charlton County shall not qualify a vendor as "local" for purposes of this policy.

This preference shall not apply to road construction or public works construction governed by Georgia Law O.C.G.A. § 36-91-1 et seq. or to the purchase of any other goods and/or services for which such preference is prohibited by Georgia Law.

8.18 NOTICE TO PROCEED:

The successful Offeror shall not commence work under this RFP until duly notified by receipt of contract signed as executed by the Charlton County Board of Commission.

8.19 MANDATORY FORMS:

Charlton County may make any investigations deemed necessary to determine Offeror's ability to perform the Work, and Offeror shall furnish all information and data requested by the County. The County reserves the right to reject any RFP from any Offeror that the County considers not properly qualified to carry out Agreement obligations or able to satisfactorily complete the Work on schedule. **Each RFP Submittal shall contain the following documents in completed form (County forms must be used without substitution unless otherwise stated):**

Offeror's Check List, to include:

- (a) Addenda Acknowledgement Form, if Applicable
- (b) Offeror's Local Business Initiative Affidavit

(c) Execution of RFP Submittal

- (d) Non-Collusion Affidavit – By submitting a response to this RFP, the Offeror represents and warrants that such RFP is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the Offeror has not directly or indirectly induced or solicited any other contractors to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the contractor has not in any manner sought by collusion to secure to that contractor any advantage over any other contractor.

By submitting a RFP, the contractor represents and warrants that no official or employee of Charlton County, GA Government has, in any manner, an interest, directly or indirectly in the RFP or in the contract that may be made under it, or in any expected profits to arise there from.

(e) Drug-Free Workplace Affidavit

- (f) **Georgia Security and Immigration Security Compliance Act Affidavit (sometimes called the Contractor or E-Verify Affidavit)- All Offeror's Shall Submit a Contractor/E-Verify Affidavit – Contractors doing business with the government shall provide a contractor affidavit with their proposal or it shall be deemed non-responsive.**

(g) Subcontractor List, if available

- (h) Copy of Current Certificate of Insurance – Offeror must include a copy of their company's current Certificate of Insurance that illustrates the level of coverage the Offeror carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.

(i) Copies of Any Licenses/Certifications Requested within RFP

- (j) Bid Bond/Consent of Surety, IF REQUIRED – No Bonds are required for this RFP.

SEE ATTACHMENT "A" FOR MANDATORY FORMS

8.20 REQUIRED DOCUMENTS AFTER AWARD

- **Occupational Tax License** – Applicant shall provide evidence of a valid Charlton County occupation tax license if the applicant maintains an office within the unincorporated area of Charlton County. Incorporated, out of County, and out of State applicants are required to provide evidence of a license to do business in any town, ordinance, or resolution.

- **Certificate of Insurance** – Contractor shall have insurance provider email a Certificate of Insurance that illustrates the level of coverage that applicant carries. The Certificate needs to include an “additional insured” language for the County.

Please send all invoices to:

THE CHARLTON COUNTY BOARD OF COMMISSION
OFFICE OF THE COUNTY ADMINISTRATOR
68 KINGSLAND DRIVE, SUITE B
FOLKSTON, GA 31537

Proposals shall be mailed or delivered to:

THE CHARLTON COUNTY BOARD OF COMMISSIONERS
OFFICE OF THE COUNTY ADMINISTRATOR
68 KINGSLAND DRIVE, SUITE B
FOLKSTON, GA 31537

9.0 Agreement Terms & Conditions

9.1 CONTRACT AND CONTRACT DOCUMENTS

The Request for Proposal response shall form part of the Purchase Order, and the provisions thereof shall be as binding upon the parties.

9.2 DEFINITIONS

- a. **Owner:** Charlton County Board of Commission
- b. **County:** Charlton County, Georgia
- c. **Contractor:** The person, firm or corporation with whom the Owner has executed the Agreement.
- d. **Subcontractor:** A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- e. **Work on/at the Project:** Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

9.3 MATERIALS, SERVICES AND FACILITIES

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools,

equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

Any work necessary to be performed after regular hours, on Sundays or Legal Holidays shall be performed without additional expense to the Owner.

9.4 CONTRACTORS TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The contractor warrants that he or she has good title to all materials and supplies used by him or her in the work, free from liens, claims or encumbrances.

9.5 INSPECTION AND SUPERVISION

The work under this contract shall be done in accordance with the laws of the State of Georgia and under the direct supervision and to the entire satisfaction of Charlton County, GA. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements. The decision of the Project Manager, upon any question connected with the execution of the work under this contract and interpretation of the specifications or upon failure or delay of the work by the contractor, shall be final and conclusive.

9.6 SEVERABILITY

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

9.7 APPLICABLE LAWS/FORUM

This Agreement shall be governed in all respects by the laws of the State of Georgia. Any judicial action shall be filed in the State of Georgia, County of Charlton.

9.8 NOTICES

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an

agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

TBD

TO COUNTY:

Charlton County Board of Commission

Office of Administrator
68 Kingsland Drive, Suite B
Folkston, Georgia 31537

9.9 PROCEDURES

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Department Director or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by anyone other than the Department Director or his/her authorized representative(s) acting within their authority for the County. Any change to the Agreement must be approved in writing by the County Administrator and the Contractor.

9.10 DELAYS

If delay is foreseen, the Contractor shall give immediate written notice to the Department Director. The Contractor must keep the County advised at all times of the status of the project. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the County to purchase services elsewhere and charge full increase in cost and handling to defaulting Contractor.

9.11 OCCUPATIONAL TAX LICENSE REQUIREMENT

All firms or individuals doing business with Charlton County are required to have a current occupational tax license.

9.12 INSURANCE

Please see attached Charlton County Insurance Requirements.

9.13 IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering this Agreement, the Contractor certifies that it does not and will not during the performance of this Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

9.14 SUBSTITUTIONS

NO substitutions or cancellations are permitted after Agreement award without written approval by the Finance Department. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

9.15 WORKMANSHIP

All work under this Agreement shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all time. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause, as determined by the County.

9.16 CLEANING UP

The Contractor shall at all times keep the property free from rubbish and the accumulation of any waste materials. Contractor shall be responsible for the removal of all trash at the end of each day, or more frequently as may be required by the Department Director.

9.17 EXEMPTION FROM TAXES

The Contractor shall not charge the County for Georgia State Sales or Use Taxes or Federal Excise Tax on the finished goods or services provided under the Agreement. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Agreement, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Agreement in its Agreement price.

9.18 INVOICING AND PAYMENT

Upon completion of work, the Contractor shall submit a proper invoice, in duplicate, detailing a breakdown of all charges that shall be based on completion of tasks or deliverable.

Invoices shall be submitted to:

Charlton County Board of Commission
Attn: Finance Department
68 Kingsland Drive, Suite B
Folkston, GA 31537

All such invoices will be paid within thirty (30) days of final inspection by the County unless other payment terms have been detailed in writing prior to the start of project. Should any items thereon be questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Contractor shall provide the purchase order number on the pricing form.

9.19 AGREEMENT DISPUTES

The Contractor shall give written notice to the Finance Director of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Finance Director by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services. If the claim is not disposed of by agreement, the Finance Director shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Finance Director's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director or his/her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

9.20 ASSIGNMENT OF CONTRACT

The Agreement may not be assigned in whole or in part without the written consent of the County Administrator.

9.21 SURVEY, PERMITS AND REGULATIONS

Unless otherwise expressly provided for in this contract, the Contractor will furnish to the Owner all surveys necessary for the execution of the work. The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of his/her contract.

The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

9.22 CHANGES IN WORK

No changes in the work covered by the approved contract documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved
- (b) An agreed lump sum
- (c) The actual cost of:
 - i. Labor, including foremen;
 - ii. Materials entering permanently into the work;
 - iii. The Ownership or rental cost of construction, plant and equipment during the time of use on the extra work;
 - iv. Power and consumable supplies for the operation of power equipment;
 - v. Insurance;
 - vi. Social Security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

9.23 CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of Charlton County, Ga. Charlton County, Ga, shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction fail to meet their approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Owner, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgement of the Owner shall be equitable.

9.24 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor from any obligations under this contract.

9.25 TERMINATION

Subject to the provisions below, this Agreement may be terminated by the County upon thirty (30) days advance written notice to the Contractor, but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Agreement may be extended upon written approval of the County until said work or services are completed and accepted:

- (a) Termination for Convenience – The County may terminate this Agreement for convenience at any time in which the case the parties shall negotiate reasonable termination costs.
- (b) Termination for Cause – In the event of termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.
- (c) Termination Due to Unavailability of Funds in Succeeding Fiscal Years – If funds are not appropriated or otherwise made available to support continuation of the performance of this Agreement in a subsequent fiscal year, then the Agreement shall be canceled with no further cost to the County.

9.26 BID BONDS, PERFORMANCE AND PAYMENT BONDS

If required in the Request for Proposal, each Offeror must deposit with his RFP a Bid Bond or Certified Check for five percent (5%) of the total proposal amount, and a Consent of Surety form from a surety company licensed to do business in the State of Georgia. The Consent of Surety shall state that upon award of the Agreement, a Performance and Payment Bond each for one hundred percent (100%) of the Total Agreement Amount can be furnished. The payment and performance bonds are required before the Notice to Proceed can be issued.

IMPORTANT: NOT ALL RFP SOLICITATIONS REQUIRE BID, PAYMENT OR PERFORMANCE BONDS, NOTICE OF BONDING REQUIREMENTS SHALL BE FOUND IN THE ADVERTISEMENT FOR BID AND/OR SPECIFICATIONS/WORK SCOPE FOR EACH SOLICITATION. IF THERE ARE ANY QUESTIONS REGARDING

BONDS, PLEASE CONTACT THE COUNTY ADMINISTRATORS OFFICE.

9.27 TIME AND SCHEDULE OF WORK

The work shall be completed within ninety (90) calendar days of the Notice to Proceed, **unless otherwise specified.**

9.28 EQUAL OPPORTUNITY CLAUSE

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (e) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (f) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for,

Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

END OF GENERAL TERMS AND CONDITIONS

Charlton County Board of Commission
RFP Schedule

Interior & Exterior Renovation Project – St. George VFD

Please use this RFP Response Form to indicate the cost for this project. Your total cost must include ALL fees, travel, and any other costs needed to complete the project.

I certify that the amount is accurate and reflects any applicable discounts, and that the company, which I represent, will deliver the services and related items for the RFP amount.

By submission of this RFP, I also certify that the OFFEROR has read and understands all of the requirements contained in this solicitation, and agrees to be bound by all the terms and conditions contained in this solicitation without exception.

We have included all required documents required per the Offeror’s Instructions and Specifications.

The OFFEROR has availed itself of every opportunity to understand the requirements of this solicitation. Therefore, the undersigned respectfully submits this RFP and any attachments, if required.

OCCUPATIONAL TAX LICENSE#/COUNTY _____
FEDERAL TAX ID# _____

INDICATE LEGAL FORM OF OFFEROR:
Corporation _____ **Partnership** _____ **Individual** _____ **Other (specify)** _____

Do you plan to subcontract any portion of this project? Yes _____ **No** _____

THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE SCOPE OF PROJECT AND RFP INVITATION ISSUED BY CHARLTON COUNTY. ANY EXCEPTIONS ARE CLEARLY MARKED ON THE ATTACHED COPY OF THE SOLICITATION RFP #FY2017-0731.

Lump Sum Price \$ _____

(Firm/Company-Printed) (Address)

(Contractor/Offeror, Title-Printed) (Email)

(Signature/Date) (Phone/Fax)

EXHIBIT A

CHARLTON COUNTY INSURANCE REQUIREMENTS

1. REQUIREMENTS:

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney to form and content.

2. MINIMUM LIMITS OF INSURANCE:

Contractor shall maintain insurance policies with coverage and limits no less than:

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.

- a. 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.
- b. 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.
- c. Professional Insurance (Errors and Omissions) is required for CPA's, attorneys, architects and insurance agents.

3. SELF-INSURED RETENTIONS:

Any self-insured retention must be declared to and approved by the Local Government so that the Local Government may ensure the financial solvency of the Contractor; self-insured retention should be included on the certificate of insurance.

4. OTHER INSURANCE PROVISIONS:

The policy is to contain, or be modified or endorsed to contain, the following provisions:

- a. General Liability and Automobile Coverage:
 - i. The Client and Client Affiliates shall be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises

owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Client or Client Affiliates.

- ii. The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Client or Client Affiliates. Any insurance or self-insurance maintained by the Client or Client Affiliates shall be in excess of the Contractor's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Client or Client Affiliates.
- iv. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.
- v. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- vi. The insurer shall agree to waive all rights of subrogation against the Client or Client Affiliates for losses arising from work performed by the Contractor for the Client.
- vii. All endorsements to policies shall be executed by an authorized representative of the insurer.

b. Workers' Compensation Coverage:

The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Client and Client Affiliates for losses arising from work performed by the Contractor for the Client Affiliates.

c. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice (or 10 days if due to non-payment) has been given to the Client. Such notice shall be sent directly to:

Charlton County Board of Commissioners
Attn: County Administrator/Clerk
68 Kingsland Drive
Folkston, GA 31537

5. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. Best Rating of no less than A-: VII.

6. VERIFICATION OF COVERAGE:

Contractor shall furnish the Client with certificate of insurance and endorsements to the policies evidencing coverage required by this Article prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insure to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the Client prior to execution of this Agreement by the Client. The Client reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

7. CLAIMS-MADE POLICIES:

Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

8. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the parties as additional insureds.



Charlton County Board of Commissioners

OFFEROR'S CHECKLIST

ATTACHMENT A

Company Name: _____

Please indicate you have completed the following documentation and submit them in the following order.

ITEM DESCRIPTION

- Offeror's Checklist
- Addenda Acknowledgement Form (If Applicable)
- Offer Schedule
- Offeror's Local Business Initiative Affidavit
- Execution of RFP Submittal
- Offeror's Certification and Non-Collusion Affidavit
- Drug-Free Workplace Affidavit
- Georgia's Security and Immigration Compliance Act Affidavit
 - Contractor Affidavit (Must be included with RFP)
 - Subcontractors Affidavit (If Applicable)
- Sub-Contractors List (If Applicable)
- W-9
- Statement of Qualifications
- Copy of Current Insurance/Certificate of Insurance
- Copy of Any Licenses/Certifications

Authorized Signature

Title

Print Name

Date

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



Charlton County Board of Commissioners

ADDENDA ACKNOWLEDGEMENT

Interior & Exterior Renovation Project – St. George VFD

The Offeror has examined and carefully studied the Request for Proposal and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No./Date _____

Addendum No./Date _____

Addendum No./Date _____

Addendum No./Date _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print)

Offeror's must acknowledge any issued addenda. Proposals which fail to acknowledge the Contractor's receipt of any addendum may result in the rejection of the proposal if the addendum contains information that substantively changes the Owner's requirements.

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



Charlton County Board of Commissioners

LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

*Legal Name of Business: _____

1. *Mailing Address:

*Physical Address: (If Different)

2. Year business was established in Charlton County: _____

3. *Occupational Tax License number issued and County/City where issued: _____

4. *Business Type (circle one): Corporation Partnership Sole Proprietorship

5. Does your business have more than one office in Charlton County? Yes No

If yes, specify the location(s): _____

6. *Is your business' principal base of operations in Charlton County? Yes No

7. Does your business have any locations outside of Charlton County? Yes No

If yes, specify the location(s): _____

8. Bank (branch in Charlton County): _____

CERTIFICATION: I hereby certify under penalty of perjury that the information, which I have provided, on this form is true, and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the County will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

*Attest: _____

*Authorized Signature: _____

Sworn to and subscribed before me this _____

*Print Name: _____

Day of _____, 20_____

*Title: _____

Commission Expires: _____

(Seal)

*Non-Local Business _____
(Check Here)

Mandatory Document – Complete all areas above and return with your RFP Submittal. If your business is NOT local, please complete only those areas marked with an asterisk (*)



Charlton County Board of Commissioners

EXECUTION OF PROPOSAL

DATE: _____

The potential Contractor certifies the following by placing an “X” in all blank spaces:

_____ That this proposal was signed by an authorized representative of the firm.

_____ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

_____ That all labor costs associated with this project have been determined, including all direct and indirect costs.

_____ That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing Request for Proposal, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this RFP is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

(Printed) **Business Name**

Authorized Signature **Date**

(Printed) **Name & Title**

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



Charlton County Board of Commissioners

OFFEROR’S CERTIFICATE AND STATEMENT OF NON-COLLUSION

I _____ certify that this RFP is made without prior understanding, agreement or connection with any corporation, firm or person submitting a RFP for the same services and is in all respects fair and without collusion or fraud. I understand that collusive proposals are a violation of state and Federal Law and can result in fines, prison sentences, and civil damages awards.

I certify that this RFP has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the Contractor or the Contractor’s associates with any County staff, or elected officials since the date this RFP #FY2018-0124 Interior and Exterior Renovation Project was issued except: 1) through the County Administrators Office 2) at the Pre-Submittal Meeting (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the RFP submitted by any Contractor violating this provision.**

I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP.

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print)

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



Charlton County Board of Commissioners
DRUG-FREE WORKPLACE AFFIDAVIT

I hereby certify that I am a principle and duly authorized representative of:

Whose address is:

And it is also that:

1. The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated, relating to the “Drug Free Workplace Act” have been complied with in full; and,
2. A drug free workplace will be provided for the CONTRACTOR’S employees during the performance of the contract; and,
3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor’s employees are provided a drug free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: “As part of the subcontracting Agreement with _____

_____ certifies to the CONTRACTOR that a drug free workplace will be provided for the subcontractor’s employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section § 50.24.3”; and,

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

_____ Date

_____ Signature

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



Charlton County Board of Commissioners

GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) ACT

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. § 13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification “E-Verify” site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is <https://e-verify.uscis.gov/enroll/>

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. § 13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with the Charlton County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the Charlton County Board of Commissioners, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. § 13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the Charlton County Board of Commissioners at the time the Sub-Contractor(s) is retained to perform such services.

PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:

Charlton County Board of Commissioners
68 Kingsland Drive, Suite B
Folkston, GA 31537
Fax: (912) 496-1156
Email: bharden@charltoncountyga.gov



Charlton County Board of Commissioners

IMMIGRATION AND SECURITY FORM

GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) ACT AFFIDAVIT

Contractors Name	
County Solicitation Number	RFP# FY2018-0124

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the Contractor identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

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 the County, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the County at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify™ Company Identification Number

Date of Authorization

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 SEAL]

Notary Public
My Commission Expires:

*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



Charlton County Board of Commissioners

GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) ACT AFFIDAVIT

Contractors Name	
County Solicitation Number	RFP# FY2018-0124

ADDITIONAL INSTRUCTIONS TO CONTRACTOR: Identify all subcontractors used to perform under the county contract. In addition, you must attach a signed and notarized affidavit (third page of this form) from each of the subcontractors listed below. The Contractor is responsible for providing a signed and notarized affidavit to the County within five (5) days of the addition of any new subcontractor used to perform under the identified County contract.

Contractors Name:	
Subcontractors:	



Charlton County Board of Commissioners

IMMIGRATION AND SECURITY FORM

GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) ACT AFFIDAVIT

Contractors Name:	
Subcontractor's (Your) Name:	
County Solicitation Number:	RFP# FY2018-0124

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the Subcontractor which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of the County identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

EEV / E-Verify™ Company Identification Number

Date of Authorization

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 SEAL]

Notary Public

My Commission Expires:

*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



Charlton County Board of Commissioners

SUBCONTRACTORS

SUBCONTRACTOR ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

SUBCONTRACTOR TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

SUBCONTRACTOR THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone/Email: _____

Scope of Work: _____

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