



BOARD OF COMMISSIONERS OF SUMTER COUNTY, GEORGIA

REQUEST FOR PROPOSALS
FOR

OUTDOOR WEATHER SIREN MAINTENANCE AND ACTIVATION SYSTEM

RFP# 2021-011-02

Description of Project: The Board of Commissioners of Sumter County, Georgia (hereafter "Sumter County") is requesting proposals for **OUTDOOR WEATHER SIREN MAINTENANCE AND ACTIVATION SYSTEM**

General Conditions and Specifications: General Conditions and Specifications may be obtained or examined during business hours at the Sumter County Clerk's Office at 500 West Lamar Street, Suite 100, Americus, Georgia, 31709 or downloaded from the link on the Sumter County website.

Time and Place for Submission of Proposals: Proposals must be received by Thursday, July 22, 2021 at 4:00 p.m. EST at the Sumter County Courthouse located at 500 West Lamar Street, Suite 100, Americus, Georgia, 31709, Attn: PATI GRZYCKOWSKI.
Opening of the proposals will take place in the Board Room of the Sumter County Courthouse on July 22, 2021 at 4:05 a.m. EST.

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GENERAL CONDITIONS

All proposals must comply with the following general conditions:

1. The proposal should be delivered to:

For hand delivery and U.S. Mail:

Sumter County Board of Commissioners

Attn: PATI GRYCZKOWSKI

Sealed Proposal for: SIREN MAINTENANCE AND ACTIVATION SYSTEM

500 W. Lamar Street, Suite 100

Americus, Georgia 31709

2. All proposals and supporting documents shall be submitted in a sealed envelope clearly labeled:

*Sealed Proposal for: **OUTDOOR WEATHER SIREN MAINTENANCE AND
ACTIVATION SYSTEM***

RFP # 2021-011-02

The proposer's name and mailing address must be clearly marked on the exterior of the sealed envelope.

Sumter County will not be responsible for the premature opening of a proposal which is not properly addressed, marked, and sealed.

3. The party submitting the proposal is solely responsible for ensuring delivery to the designated location within the designated time.
4. All proposals submitted shall become the property of Sumter County and will not be returned to the party submitting the proposal (hereafter "contractor").
5. Sumter County is not responsible for any costs incurred by the contractor in the preparation of proposals or presentations related thereto. All such expenses shall be borne solely by the contractor.

6. Any questions concerning this Request for Proposals (hereafter also “RFP”) should be directed to:
Nigel Poole
Mgmt. Director of Emergency Management
901 Adderton Street
Americus, GA 31719
Phone: (229) 815-9531
E-mail: [npool@sumtercountyga.us](mailto:npoole@sumtercountyga.us)

No other person is authorized to provide information related to this Request for Proposals, and reliance on information from any other individual may result in any proposal being deemed non-responsive and rejected.

7. Sumter County reserves the right to reject any and all proposals, including, but not limited to, any and all non-conforming, non-responsive, or conditional proposals, and to reject any and all proposals that it believes in its sole judgment would not be in the best interest of the project, whether because such proposal is not responsive, the contractor is unqualified, of doubtful financial ability, was previously unfaithful or delinquent in a contract with Sumter County, or fails to meet any other relevant standard or criteria. Sumter County further reserves the right to waive any technicalities, irregularities, or informalities, to seek clarification of any information contained in any or all proposals, and to request additional information from the contractor or a third-party. Sumter County reserves the right to cancel this RFP at any time.
8. The contractor may be required, upon request, to prove to the reasonable satisfaction of Sumter County that the contractor has the skill, experience, facilities, and financial resources to timely perform all obligations related to the project in a satisfactory manner. A contractor that does not meet said criteria may be rejected.
9. The contractor warrants that its proposal is not fraudulent, collusive, or made in the interest of or on behalf of any person not therein named. The contractor further warrants that it has not directly or indirectly induced or solicited any other responding contractor to submit a fraudulent proposal or any other person, firm, or corporation to refrain from submitting a proposal, and that contractor has not in any manner sought by collusion to secure any undue advantage over any other responding contractor. The contractor shall submit a properly executed “Affidavit of Acknowledgment and Non-Collusion,” a copy of which is attached hereto, with its proposal.
10. The contractor warrants that no member of the Sumter County Board of Commissioners has a direct or indirect interest of any nature in its proposal or any contract that may be entered pursuant to it, or in any expected profits which might arise therefrom.

11. All provisions of the Request for Proposals, including any amendments thereto, shall be incorporated in the successful responding contractor's contract, unless otherwise stipulated by written agreement of the parties.
12. At the discretion of Sumter County, contractors submitting proposals may be requested to make one or more oral presentations as part of the selection process at the expense of the contractor.
13. The contractor shall submit proof of liability insurance with coverage not less than the amounts required by federal or state laws or the following thresholds, whichever is greater:
 - a. Workers' Compensation: The contractor shall provide, at its sole expense, workers' compensation coverage with limits of no less than \$1,000,000 per occurrence, regardless of whether the contractor is subject to the Georgia Workers' Compensation Act or otherwise required by law to have such coverage. The policy must waive all rights of subrogation against Sumter County for losses arising from the services performed by the contractor for the benefit of Sumter County.
 - b. Comprehensive General Liability: The contractor shall submit proof of comprehensive general liability insurance for a combined single limit for bodily injury and property damage in the minimum amount of \$1,000,000 for each occurrence or a combined single limit of \$2,000,000. The contractor shall also submit proof of property damage liability insurance with explosion, collapse and underground coverage where applicable. In addition, the contractor shall submit proof of personal injury coverage with any employment exclusion deleted and for the minimum amount of \$1,000,000 annual aggregate.
 - c. Comprehensive Automobile Liability: The contractor shall submit proof of comprehensive automobile liability and bodily injury coverage in the minimum amount of \$1,000,000 per person per accident.
 - d. Professional Liability Insurance: Contractor shall submit proof of professional liability insurance in the minimum amount of \$1,000,000 covering any damages caused by any errors, omissions, or negligent acts.
14. The contractor shall be bound by the following indemnification provision, which shall be included in the performance contract:

Contractor covenants and agrees to take and assume all responsibility for the work as defined herein (hereafter "Work") rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless Sumter County, Georgia, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "Local Government Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the contractor, any subcontractor, anyone directly or indirectly employed by the contractor or its subcontractors or anyone for whose acts the contractor or its subcontractors may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnification obligation does not include liabilities caused by or resulting from the sole negligence of Sumter County, Georgia, or the Local Government Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against Sumter County, Georgia, or the Local Government Parties by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by the contractor or its subcontractors or anyone for whose acts the contractor or its subcontractors may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless Sumter County, Georgia, and the Local Government parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of the Agreement.

15. The written specifications contained in this Request for Proposals may not be altered except by written addendum from Sumter County.

16. The contractor shall provide the following:

- a. Contractor Name.
- b. Principal Owner(s).
- c. Business Address.

- d. List of completed government contracts during the last five (5) years with clients' address, telephone number, and primary contact. At Sumter County's discretion, the contractor must have completed at least three similar contracts with references from each.
 - e. List of government contracts in progress with clients' address, telephone number, and primary contact.
 - f. Resumes of all personnel to be assigned to this project.
 - g. Statement listing any and all differences between your proposal and the work specified in this Request for Proposals.
 - h. Sample contract agreement for the proposed work.
17. The contractor shall identify and describe any pending lawsuits in which it is a named party and shall disclose the names of all other parties, the county and court in which it is pending, and the current status of the lawsuit.
18. During the process of performing the work, the contractor shall endeavor to promote understanding and amicable relations with citizens and the public. For key positions, including any managers or supervisors, the contractor will provide experienced employees at least 21 years-of-age, of good character, neat appearance, and an adequate number of employees to perform the work in an accurate and timely manner.
19. Proposals must be typed. Any corrections made by the contractor prior to opening must be initialed and dated by an authorized representative of contractor. No changes or corrections will be allowed after proposals are opened.
20. The contractor must furnish Sumter County with 1 original copy that includes the raised notaries and 5 complete hard copies of the proposal. Each copy must contain a manual signature of an authorized representative of the contractor.
21. No proposal may be withdrawn for a period of 90 calendar days after the closing date for receipt of proposals.
22. Unless otherwise agreed by Sumter County in writing, no payment will be rendered for any work which has not been completed to the reasonable satisfaction of Sumter County.
23. If the contractor has outstanding financial obligations to Sumter County, including, but not limited to ad valorem taxes, Sumter County may apply any or all of the contractor's compensation for the work to be performed hereunder to the outstanding obligation or indebtedness.
24. The contractor must certify that there are no circumstances which will cause a conflict of interest in performing the services required.

25. It is the policy of Sumter County that no person or entity shall be excluded from participation, denied the benefits of, or otherwise discriminated against in relation to the award and performance of any contract on the grounds of race, color, creed, national origin, age, sex, or membership in any other protected class.
26. By submitting a proposal, the contractor verifies its compliance with O.C.G.A. § 13-10-91 and agrees to maintain records of such compliance and to provide a copy of each such verification to Sumter County at the time it is retained to perform services.
27. The contractor shall be familiar with and have a strong working knowledge of all federal and state laws and regulations related to the work performed. The contractor shall provide any other information or documents as required by applicable federal or state laws for the successful completion of the project.

SPECIFICATIONS

All proposals must comply with the following specifications:

1. Time is of the essence. The successful contractor must be able to enter a contract with Sumter County within 7 days from the date of award. The contractor shall commence meaningful work on the project within 5 days after execution of the parties' agreement, and full performance shall be completed three to five years depending on contract from the beginning date of meaningful work.
2. The contractor shall include a cost for both a three year and a five year contract.
3. The contractor shall include a software system to activate the sirens from an on-site computer as well as an automatic activation from the National Weather Service Alerts.
4. For parts & materials, rented equipment and outside labor, please attach a current price list showing the line item unit prices for each part, material, equipment, or labor that may be required to complete the work requested in this RFP. In addition please fill out the table below.

Type	Cost
Hourly rate for repair and routine maintenance – during business hours of M-F 8am-5pm	
Hourly rate for repair and routine maintenance – during nonbusiness hours of M-F 5pm-8am, Weekends and Holidays	
Parts & Materials	
Hourly rate for bucket truck – any time	
Hourly rate for all other rented equipment	
Cost of outside labor	
Cost to Activate sirens from on-site	
Cost to Activate from National Weather Service Alerts	
TOTAL	

****Please include any additional costs or expenses required by your company in Attachment A on page 11.**

5. The maintenance provider must be available at all times and able to respond within an hour.

6. The maintenance provider must provide routine inspections quarterly (four times a year).
 - A. The Contractor shall inspect and troubleshoot the Outdoor Weather Sirens and diagnose any needed repairs and/or problems which may be preventing them from operating properly. As soon as reasonably possible thereafter, the Contractor shall provide a written quote to the County detailing the diagnosis of the problems, recommendations for repair or replacement, the cost of the materials required for repair or replacement, the cost of the labor required for the repair or replacement, and the estimated date of completion. This process will be necessary for quarterly inspections as well as calls made in between inspections.

 - B. The Contractor shall not perform any repairs and/or replacements without advance, written authorization from a County Co-Administrator or their designee.

 - C. The County shall not be obligated to accept the Contractor's estimate or to authorize it to perform any recommended repairs or replacements. The County may in its sole discretion request an assessment, diagnosis, and/or estimate from any other entity or individual and may in its discretion engage any other entity or individual to perform any such repairs or replacements.

7. Sumter County has a seven percent (7%) local vendor preference policy. If you are a local vendor, please state so in your response and complete the attached Affidavit for Eligibility for Local Vendor Preference. To determine if you and this project qualify for the local vendor preference policy, you may obtain a copy of the policy from the Sumter County Board of Commissioners.

Attachment A – Cost Proposal Form

OUTDOOR WEATHER SIREN MAINTENANCE AND ACTIVATION SYSTEM

_____ (Offeror), through its duly authorized representative, does hereby certify that it meets all of the requirements set forth in the Request For Proposal and that all representations presented in this PROPOSAL are true and correct, and that it has examined the Request For Proposal and made itself familiar with the requirements of this REQUEST FOR PROPOSAL OUTDOOR WEATHER SIREN MAINTENANCE AND ACTIVATION SYSTEM,

Therefore, _____ (Offeror) agrees to perform all OUTDOOR WEATHER SIREN MAINTENANCE AND ACTIVATION SYSTEM required herein for the guaranteed maximum price of:

_____ and ____/100 Dollars
 (\$ _____ . ____)

Item	Category Description	Amount
	TOTAL FROM PAGE 9	\$
	Total Guaranteed Maximum Price For Each Service Performed	\$

I HEREBY CERTIFY THAT THE STATEMENTS AND REPRESENTATIONS CONTAINED IN THIS PROPOSAL FORM ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF

OFFEROR

SIGNED

DATE

AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE POLICY

STATE OF GEORGIA

COUNTY OF _____

Personally appeared before me, the undersigned who, being duly sworn, deposes and states:

1.

I am 18 years or older, and this Affidavit is based upon my personal knowledge.

2.

I am an authorized legal representative of the vendor listed below (hereafter “Local Vendor”).

3.

The Local Vendor listed below owns, operates, or occupies office space, a warehouse, or another physical business structure, including a principal or satellite location, within the geographic boundaries of Sumter County.

4.

Any sums due to the State of Georgia for bonds, fines, fees, or restitution and any taxes, fees, or other sums due to Sumter County from the Local Vendor are paid in full.

5.

The Local Vendor listed below agrees not to assign or sub-contract more than fifty percent (50%) of the dollar value of the contract to be performed to any entity that is not a local vendor.

6.

The Local Vendor listed below qualifies for the Local Vendor Preference as outlined in Sumter County's Financial Policies.

7.

If any of the above representations are no longer true at the time of the award of the contract or purchase, the Local Vendor will immediately notify Sumter County in writing prior to accepting the award of the contract or purchase.

8.

Further, Affiant sayeth not.

This _____ day of _____, 20____.

BY: _____

Printed Name: _____

Title: _____

Vendor: _____

ATTEST: _____

Secretary

Printed Name: _____

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

Notary Public
My commission expires:

AFFIDAVIT OF ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

I acknowledge and I am aware of the following policies as stated in the Sumter County Financial Policies:

Sec.7 (B) (4) Vendors:

Conflict of Interest: It shall be a breach of ethical standards for any county employee and/or official to participate directly or indirectly in a procurement when there is knowledge that:

- The County employee and/or official or a member of their immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the county employee and/or official, or any member of the their immediate family, had financial interest pertaining to the procurement; or
- Any person, business or organization with which the county employee and/or official, or any member of their immediate family, is negotiating or has arrangements concerning prospective employment, is involved with the procurement.

Sec. 7 (B) (4) Bids:

- By submitting a bid, the bidder represents and warrants that neither a Commissioner nor a County employee has, in any manner, an interest, directly or indirectly in the bid or in the contract which may be made, or in any expected profits to arise there from.

Further, Affiant sayeth not.

Under seal this ____ day of _____, 20____.

BY: _____
 Printed Name: _____
 Title: _____
 Contractor: _____
 Address: _____

 Phone: _____
 Email: _____

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

Notary Public
My commission expires:

AFFIDAVIT OF ACKNOWLEDGMENT AND NON-COLLUSION

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned, _____,
who, being duly sworn, deposes and states:

I am 18 years or older, and this Affidavit is based upon my personal knowledge and understanding.

I am a general partner or officer of the below named contractor (hereafter "Contractor") and am authorized to submit the attached proposal.

I have carefully read and fully understand the foregoing Request for Proposals, including, but not limited to the General Conditions and Specifications.

Neither the Contractor nor any of its employees or agents has by any means prevented or attempted to prevent competition in responding to the Request for Proposals, nor has Contractor or any of its employees or agents prevented or attempted to prevent anyone from submitting a proposal. Furthermore, neither Contractor nor any of its employees or agents have caused or induced another to withdraw a proposal.

Further, Affiant sayeth not.

Under seal this ____ day of _____, 20____.

BY: _____
Printed Name: _____
Title: _____
Contractor: _____
Address: _____

Phone: _____
Email: _____

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

Notary Public
My commission expires:

GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT
CONTRACTOR AFFIDAVIT & AGREEMENT PURSUANT TO O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned (hereafter “Contractor”) verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Sumter County, Georgia, a political subdivision of the State of Georgia, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Contractor agrees that it will continue to use the federal work authorization program throughout the contract period and will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor further agrees to maintain records of such compliance and to provide a copy of each such verification to Sumter County at the time the subcontractor is retained to perform such service and in no event later than five business days after Contractor’s receipt.

Under penalty of perjury, Contractor attests that the foregoing is true and that its federal work authorization user identification number and date of authorization are as stated below.

Federal Work Authorization
User Identification Number

Date of Authorization for Federal Work
Authorization User Identification Number

Name of Contractor

Signature of Authorized Officer or Agent

Name of County Project

Printed Name of Authorized Officer or Agent

Date Affidavit Executed

Title of Authorized Officer or Agent

Subscribed and sworn before me on this ____
day of _____, 20____ in
_____ [city], _____ [state].

[NOTARY SEAL]

NOTARY PUBLIC
My Commission Expires _____

NOTE: A contractor or subcontractor who has no employees and does not hire or intend to hire employees for satisfying or completing the terms and conditions of any part or all of the original contract with the County shall instead provide a copy of the state issued driver’s license or state issued identification card and a copy of the state issued driver’s license or identification card of each independent contractor utilized in the satisfaction of any part or all of the original contract with the County. The driver’s license or identification card shall only be accepted in lieu of an affidavit if it is issued by a state within the United States that verifies lawful immigration status prior to issuing a driver’s license or identification card. If a contractor or subcontractor later determines that he or she will need to hire employees to satisfy or complete the physical performance of services under an applicable contract, he or she shall first comply with the affidavit requirements of O.C.G.A. § 13-10-91(b)(5). Updated 12/15/14