



# **Floyd County Board of Commissioners**

## **Request for Proposal**

**(RFP No. 20-0213)**

# **SCADA SYSTEMS RADIO COMMUNICATIONS SYSTEM**

**Issue Date: January 9, 2020**

**Floyd County Board of Commissioners/Water Department**  
**Request for Proposals**  
**SCADA Systems Radio Communications System**  
**RFP-20-0213**

The Floyd County Commission/Floyd County Water Department is seeking competitive sealed proposals from providers for the replacement of the current SCADA System radio communications network for the existing Water Pump Station sites. The work will require the change of the existing radios to new radios transmitting on a FCC licensed 220 MHz radio frequency or other authorized and licensed frequencies, as well as, operating software, accessories, etc. Floyd County is requesting a “turnkey” fully operational system.

Proposals must be received by the Floyd County Purchasing Department at 12 E. 4<sup>th</sup> Ave, Suite 106, Rome, Ga 30161 no later than **2:00 P.M on Thursday, February 13, 2020**, at which time the receipt of proposals will be acknowledged. Late proposals will not be accepted.

The proposal documents for this RFP may be obtained from the Floyd County website [www.romefloyd.com](http://www.romefloyd.com) or at the Floyd County Purchasing Department located at 12 East 4<sup>th</sup> Ave. Suite 106 , Rome, Ga 30161. Any questions concerning this RFP shall be directed to **Bill Gilliland** via email at [gillilandb@floydcountyga.org](mailto:gillilandb@floydcountyga.org) . All questions and answers will be posted on the Floyd County website and the Georgia Procurement website. It is the responsibility of interested parties to visit the website regularly to insure receipt of addendum or any new information that may be made available.

Proposal evaluation criteria and Contractor qualification requirements are contained in the RFP. Addendums, if any will be posted on the Floyd County website, [www.romefloyd.com](http://www.romefloyd.com) and the Georgia Procurement website. Firms should check the website for addenda prior to submitting a proposal. All responsive proposal submissions will include signed copies of any posted addenda.

Each Bid must be accompanied by a Bid Bond with good and sufficient surety or sureties approved by the owner for faithful acceptance of the contract, payable to, in favor of, and for the protection of the OWNER in an amount equivalent to five percent (5%) of the total amount payable by the terms of the contract or, in lieu thereof, a certified check or cashier’s check in equal amount. The successful bidder will be required to furnish the necessary additional Performance and Payment Bond(s) as described in the Proposal Documents.

All Proposals will remain subject to acceptance for 90 days after the day of Proposal opening, but the Owner may, in its sole discretion, release any Bid/Proposal and return the Bid security prior to that date.

The Floyd County Board of Commissioners reserves the right to reject any or all proposals, waive technicalities and to make an award as deemed to be in the best interest of Floyd County.

**Floyd County Board of Commissioners**  
**Request for Proposals**  
**SCADA Systems Radio Communications System Replacement**  
**Proposal # 20-0213**

**1.0 INTRODUCTION**

**1.1 Purpose of Procurement**

Floyd County Board of Commissioners requesting proposals for the replacement of the existing SCADA System radio communications network for the water pump stations at 38 sites around the county. The work will require the change of the existing radios to new radios transmitting on a FCC licensed 220 MHz radio frequency or another licensed frequency may be proposed if others are available.

**1.2 Accessing the RFP**

This document may be downloaded in its entirety at [www.romefloyd.com](http://www.romefloyd.com) or obtained from Bill Gilliland at the Floyd County Purchasing Department, 12 East 4<sup>th</sup> Ave suite 106, Rome, Georgia 30161, 706-291-5109 or [gillilandb@floydcountyga.org](mailto:gillilandb@floydcountyga.org)

**1.3 Schedule of Events:**

<b>DATES</b>	<b>ACTIVITY</b>
January 10, 2020	Release of RFP
January 10, 2020	<b>General questions can be addressed to Troy Atkins-706-291-5244</b>
January 10, 2020 To February 7, 2020. 5:00 pm	Written questions to be submitted to the Purchasing Department. All responses will be posted on the website <a href="http://www.romefloyd.com">www.romefloyd.com</a> .
February 07, 2020 5:00 pm	Cut-off for RFP Questions
<b>February 13,2020 2:00 pm</b>	<b>Proposals Due – Proposals will be publicly acknowledged 12 East 4<sup>th</sup> Ave. Suite 106, Rome, Georgia 30161</b>
March-April 2020 No Later Than:	Notice of Award at Floyd County Board of Commissioners Meeting.

#### 1.4 Restriction on Communications:

From the issue date of this RFP until a contractor is selected and the award is announced, Contractors responding to this RFP are not allowed to communicate for any reason with regard to this RFP to any Floyd County employees except: (1) through the Floyd County Purchasing Director (2) At the Pre-Proposal Conference, if applicable or (3) as provided by existing work agreement (s). The Floyd County Board of Commissioners reserves the right to reject the submittal of any vendor violating this provision. Certification is required to be submitted on form "Contractors Affidavit of Non-Collusion"

#### 1.5 Questions & Addenda:

All questions concerning this RFP must be submitted in writing via email to Bill Gilliland, [gillilandb@floydcountyga.org](mailto:gillilandb@floydcountyga.org) and received no later than 5:00 p.m. on February 07, 2020 local time.

No response to inquiries other than written will be binding on the Floyd County Board of Commissioners. The Floyd County Board of Commissioners reserves the right to issue written addenda to any inquiries that alter the scope of the RFP. Addenda shall be posted to the Floyd County website, [www.romefloyd.com](http://www.romefloyd.com) no later than Monday, February 10, 2020 at 5:00 PM. A signed copy of any addenda shall accompany submitted proposals. **Bidders are advised to check the website [www.romefloyd.com](http://www.romefloyd.com) for addenda before submitting their Proposals.**

**There will not be a pre-bid meeting held. Anyone that may want to visit sites should do so on their own. General questions regarding the current operation should be directed to Troy Atkins at [atkinst@floydcountyga.org](mailto:atkinst@floydcountyga.org) or call 706-291-5244.**

#### 1.6 Bid Bond, Payment Bond & Performance Bond

Bid Bond (5%)

Payment and Performance Bonds will be required from successful bidder. Information regarding bonds to be furnished is stated in section 7.0 General Terms and Conditions, item 24.

## **2.0 PROPOSAL REQUIREMENTS**

### **2.1 Project Overview**

Proposals shall include a complete radio path survey to determine antenna heights for the new 220 MHz frequency and all coordination and fees for the FCC licensing of this frequency or other frequencies that may be available. Equipment required will include but not be limited to the following: new repeaters, radios, antennas, antenna cables, interface boards, and programming necessary for the radios. It is the responsibility of all proposers to verify the operations of the existing system to determine the correct application of any and all equipment supplied. All new equipment supplied shall have a minimum of a one-year warranty on materials and workmanship including installation. The Floyd County Board of Commissioners is seeking a complete “turnkey” solution.

It is the Floyd County Water Departments intent that the new 220 MHz radio frequency/or other authorized frequency and equipment facilitate radio communications for all locations from the primary system control computer. Any proposal shall demonstrate system wide communications between all remote terminal units and their repeaters respectively, with the System Control Computer/software. Proposals shall make accommodations to replace system components without interruption in communication in the current configuration. In order to do this the old system must remain in place until the new system becomes operable. The proposal shall provide for a site by site replacement with the old radio system continuing to operate and provide data at the same time that the new radio communications are placed into operations. After the new radio system is verified to be working the provider will begin switching the individual water station sites to the new radio equipment and frequency.

The Floyd County Water Department potable water distribution system has thirty-seven (37) operational SCADA sites consisting of the Water System Control Computer and thirty-five (35) Pump stations or Tank site remote sites, and (1) repeater site. The repeater site is located on 7587 Cave Spring Rd SW, Rome Georgia. Proposals shall make accommodation to replace system components without interruption in communication in the current configuration. The water distribution base and the repeaters shall be replaced to the new 220 MHz radio frequency or new frequency first. After the new radio system is verified to be working the provider will begin replacing the individual potable water sites to the new radio equipment and frequency.

It is Floyd County Water Department intent as indicated within the above specifications that communications to all sites remain working during the change. Notwithstanding this requirement proposer shall immediately notify the Floyd County Water Department if there are any interruptions in SCADA service without delay. The supplier will notify Floyd County Water Department before the end of each workday if any sites will not be communicating after normal working hours. The supplier will also plan and schedule the change with the least amount of disruption to Floyd County Water Department SCADA system operations.

Upon completion of each site, the supplier shall provide the Floyd County Water Department with a report showing work completed and any defects outside the scope of this proposal that need to be addressed, if any.

After completions of the project including testing of all equipment the provider will remove all equipment replaced and return to the Floyd County Water Department.

### **3.0 CONTRACTOR QUALIFICATIONS:**

The Contractor shall provide information to demonstrate their qualifications to perform the project on which they are proposing. Information such as, Educational background, experience, etc.

#### **3.1 Contractor's Information**

Complete the Contractor's Information form and attach additional sheets, if necessary.

#### **3.2 References**

Provide at least five (5) owner references of similar projects completed on time and on budget within the last 5 years. Each reference shall include a description of the project, the project budget, contact information of the owner (including address, phone number and e-mail) and date project complete. Pictures of similar projects completed are helpful. **Sample form attached**

#### **3.3 Financial Stability**

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the respondent firm. This may include a current company financial reports or a current credit reference such as a Dunn and Bradstreet report.

#### **3.4 Proof of insurance**

Provide proof of Insurance as required by Section 7.0 General Terms and Conditions, Item 25.

#### **3.5 Business License**

Provide a copy of your Business License from your primary business location, if one is required.

#### **3.6 Contractors License**

Provide a copy of your appropriate Georgia Contractors License(s) if applicable.

### **3.7 Business Litigation**

Disclose any involvement by the organization or any officer or principal in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as, the current status and/or disposition.

### **3.8 Contractor's Affidavit of Non-Collusion**

Complete the attached Proposer's Certification of Non-Collusion on form provided.

### **3.9 Vendor's Affidavit and Agreement: E-verify**

Complete the attached Proposer's Affidavit and Agreement.

## **4.0 REQUIRED PROPOSAL SUBMITTALS:**

### **4.1 Proposal**

The Contractor must submit **1 original and 5 copies and a thumb drive** of their SEALED proposal detailing the proposed Project as requested under Section 2.0. Include design information and materials to be used.

### **4.2 Contractor Qualifications**

Submit contractor qualifications in accordance with section 3.0 Contractor Qualifications.

### **4.3 Bid Bonds, Payment Bonds & Performance Bonds**

Bid Bond (5%) Required with Technical Proposal

Information regarding bonds to be furnished is stated in section 7.0 General Terms and Conditions, item 24.

#### **4.4 General Terms and Conditions**

Section 7.0 – General Terms and Conditions – Proposer shall list all exceptions to the General Conditions. If no exceptions, state “no exceptions” in the proposal.

#### **4.5 Contract**

**Appendix H** – Proposer shall list all exceptions to the contract included in the RFP. If no exceptions, state “no exceptions” in the proposal.

#### **4.6 Addenda (if any)**

Attach a signed copy of all addenda.

### **5.3 PROPOSAL SUBMISSION:**

Proposals will be received by the Floyd County Purchasing Department until 2:00 PM on February 13, 2020.

**Mark the outside of the shipping package as follows:**

**Floyd County Board of Commissioners  
Request for Proposals  
SCADA Systems Radio Communications System Replacement  
Proposal 20-0213**

Receipt of Proposals will be publicly acknowledged immediately following the deadline. Proposals submitted via facsimile or e-mail will be rejected. The marked original and five (5) copies must be hand-delivered or express mailed to:

Delivery Address:       Floyd County Board of Commissioners  
                                  Attn: Bill Gilliland  
                                  12 East 4<sup>th</sup> Ave. Suite 106  
                                  Rome, Georgia, 30161

**Proposals received after the due date and time will not be evaluated.**

### **6.0 PROPOSAL EVALUATION:**

Floyd County Purchasing Department will utilize the following evaluation criteria by assigning appropriate points within the maximum described below.

**6.1 Administrative Review**

The proposals will be reviewed by the Floyd County Purchasing Department for the following administrative requirements:

1. Submitted by deadline
2. Bid Bond requirements
3. All required documents have been submitted
5. All documents requiring an original signature have been signed and are included

**6.2 Mandatory Requirements Review**

Proposals that pass the administrative review will then be reviewed by the Proposal Evaluation Team to ensure all Mandatory Requirements are addressed satisfactorily.

**6.3 Proposal Evaluation**

The Floyd County Purchasing Department will utilize the following evaluation criteria by assigning appropriate points within the maximum described below.

<u>Total Cost</u>	<u>{25} points</u>
<u>Equipment and labor warranty</u>	<u>{10} points</u>
<u>Approach to the project to</u>	<u>{10} points</u>
<u>The Experience, reliability and reputation of the equipment suppliers/installers</u>	<u>{10} points</u>
<u>The proposer's</u>	<u>{20} points</u>
<u>A written, step by step plan for implementation</u>	<u>(10) points</u>
<u>Over all time frames proposed for completion of project</u>	<u>{15} points</u>

## **6.6 Oral Presentations**

The Floyd County Purchasing Department reserves the right to invite short listed firms to present their Qualifications and Approach to an evaluation team as part of the Technical Proposal Evaluation process. The "short list" will consist of two or three contractors with the highest-ranking scores after the Proposal scores are tabulated.

## **6.7 Identification of Apparent Successful Contractor/Notice of Intent to Award**

The Proposal Evaluation Team should provide a single group evaluation score sheet that provides a final score for approval to the Floyd County Commission.

Final award will be made by the Floyd County Board of Commissioners

## **6.8 Negotiations and Award with Apparent Winner**

Prior to contract execution, the apparent winning firm may be required to enter into discussions with the Floyd County Board of Commissioners legal representative to resolve any contractual differences. Failure to resolve differences will lead to rejection of the Contractors proposal. The Floyd County Board of Commissioners reserves the right to negotiate modifications and costs with the successful Proposer provided that no such modifications affect the evaluation criteria set forth herein.

## **6.9 Appeal/Protest**

Protest pertaining to the events or facts arising during the solicitation process, including but not limited to project requirements must be filed in writing no later than 2 days prior to proposal due date.

Any firm who is aggrieved in connection with the award of this RFP may file a written formal protest to Bill Gilliland at the Floyd County Purchasing Department in within 10 days of award. The contractor must have submitted a proposal to protest, contractors who do not submit a timely proposal may not protest the contract award.

Any protest/appeal must be in writing, including a statement of the reason for the protest and be signed by a company officer authorized to sign contracts on behalf of the contractor.

## **6.10 Rejection of Proposals/Cancellation of RFP**

The Floyd County Board of Commissioners reserves the right to reject any or all submissions, to waive any irregularity or informality in a submission, and to accept or reject any item or

combination of items, when to do so would be to the advantage of the Floyd County Board of Commissioners. It is also within the right of the Floyd County Board of Commissioners to reject submissions that do not contain all elements and information requested in this document. The Floyd County Board of Commissioners reserves the right to cancel this RFP at any time.

## **7.0 GENERAL TERMS AND CONDITIONS:**

1. **PROPOSAL COSTS:** The cost for developing a proposal is the sole responsibility of the Proposer. The Floyd County Board of Commissioners will not provide reimbursement for such costs.
2. **PROPOSAL ACCEPTANCE TIME:** Proposals requiring acceptance by the Floyd County Board of Commissioners in less than ninety (90) calendar days may be rejected, unless so stated in the Proposer's response and accepted by the Floyd County Board of Commissioners.
3. **DELIVERY TIME:** Specify on the Financial Proposal the delivery or completion time you are able to meet for the Scope of Work. Failure to meet stated delivery times may be ground for cancellation of contract.
4. **PROPOSAL WITHDRAWAL:** Submitted proposal may be withdrawn prior to the due date by a signed written request to the Floyd County Purchasing Director, Bill Gilliland. To allow adequate time for evaluation, negotiation, and Board approval, no proposal can be withdrawn for a period of ninety (90) days following the opening of the proposals.
5. **SUBSTITUTIONS:** When references are made in proposal documents to trade names or to brand names of manufacturers, such references are made solely to designate and identify the quality of materials or equipment to be furnished and are not intended to restrict competitive bidding. If comparable materials or equipment with different trade names are offered, the Proposer has the burden of proving equivalency. Product literature or catalogs may be submitted to support claim of equality.
6. **PROPOSAL RESULTS:** No proposal results will be issued by telephone. Instead parties may visit the county website [www.romefloyd.com](http://www.romefloyd.com) to receive the latest information that may be available.
7. **EXECUTION OF CONTRACT:** Subsequent to identification of the winning proposal, the successful firm may be contacted for contract negotiations. If terms are mutually agreed upon, the Respondent will be presented with a contract and other applicable forms. The successful proposer shall execute and return the contract within (10) days of presentation together with the required Bonds and the Certificate of Insurance. If said documents are mailed to the successful Proposer the date of presentation shall be deemed the postmark date. The proposal submitted by the successful Proposer and the Request for proposal; shall be incorporated into the contract, except to the extent that this Request for Proposals conflicts with the contract. In a case where the provisions of the contract differ from the Request for Proposals, the contract shall have precedence. If mutually agreeable terms cannot be negotiated, with the top ranked Respondent, negotiation will commence with the second place respondent.

8. **AWARD:** The winning Firm will be issued a Notice of Award. **The Floyd County Board of Commissioners assumes no liability for goods and/or services provided without a Notice of Award.**
9. **REJECTION OF PROPOSALS:** The Floyd County Board of Commissioners reserves the right to reject all proposals submitted in response to any solicitation, to reject any portion thereof, or to waive any minor irregularity or administrative requirement. The Floyd County Board of Commissioners reserves the right to cancel this proposal at any stage with no further obligation.
10. **COMMODITY STATUS:** It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition; and that all bags, containers, and boxes shall be new and suitable for storage, unless otherwise allowed by the Floyd County Board of Commissioners.
11. **JOB DESTINATION:** Proposal price to include shipping, packing, crating and unloading at address in Proposal Schedule. Title shall remain with vendor until fully accepted by Floyd County Board of Commissioners.
12. **RISK OF LOSS:** Contractor agrees to bear all risk of loss, injury and destruction of goods and materials ordered herein which occur prior to delivery to include concealed damage; and such loss, injury or destruction shall not release vendor from any obligation.
13. **WORK TO BE PERFORMED:** Proposing Firm has examined and carefully studied the scope of work and contractual documents relative to this RFP. Proposer is aware of the general nature of the work to be performed and is satisfied as to conditions that may affect cost, progress, performance and furnishing of the work.
14. **PROTESTS:** If a contractor/respondent is aggrieved by any aspect of a solicitation, the vendor/respondent can choose to protest by sending notice to the Floyd County Purchasing Director no more than ten (10) days following a Notice of Award.
15. **PAYMENT:** Upon inspection and acceptance of all items and work performed, amount due shall be eligible for payment. Invoices/pay request shall be paid within (30) thirty days of receipt of a correct invoice, unless a shorter time is requested in the proposal and accepted by the Floyd County Board of Commissioners. Submit invoice/pay request(s) to the Floyd County Board of Commissioners, Purchasing Department, Suite 106, 12 East 4<sup>th</sup> Ave, Rome, Georgia 30161
  - 15.1 Itemize all invoices/pay requests in full. Mail/Deliver the original and one copy of your invoice/pay request to the address above.
  - 15.2 Contractor must furnish delivery receipt with invoice identifying that this order has been delivered in accordance with specifications, quantities, and price as set forth on the purchase order. A Floyd County Water Department authorized signature must appear on the delivery receipt or invoice.

**15.3 Floyd County Board of Commissioners is exempt from taxes but the contractor shall pay all taxes required of him by law. The Floyd County Board of Commissioners cannot exempt others from tax.**

15.4 The Floyd County Board of Commissioners reserves the right to deduct from payment any monies owed to the Floyd County Board of Commissioners by the contractor.

16. INQUIRIES REGARDING PAYMENT: All payment inquiries shall be directed to: Bill Gilliland at the Floyd County Purchasing Department, [gillilandb@floydcountyga.org](mailto:gillilandb@floydcountyga.org).

17. PAYMENT ON CONTRACTS: Payment for work completed will be made in response to monthly invoices submitted at the contract price for units in place and accepted by the Floyd County Board of Commissioners.

18. DISCOUNTS: Prompt payment discounts will not be considered in determining the winning proposal. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payment, will be computed from the date of final acceptance of all goods for which payment is claimed, or the date the correct invoice is received by the Floyd County Board of Commissioners, whichever is later. (NA)

19. ANTI-DISCRIMINATION CLAUSE: The Floyd County Board of Commissioners does not discriminate against any person because of race, color, religion, national origin, sex, age, or disability in employment, services provided, or contracts awarded. Vendor certifies that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability or other basis prohibited by law. The Floyd County Board of Commissioners prohibits unlawful discrimination or harassment including sexual harassment. Vendor must not engage in unlawful harassment including sexual harassment or discrimination while on Floyd County Board of Commissioners premises.

20. REGULATORY AGENCIES: The successful contractor will be responsible for all required permits or license required by any regulatory agency of the city, county, state, or federal governments. Contractor will be responsible for meeting all requirements, regulations, or guidelines of any governments or any independent agency recognized by said governments as the publisher such regulations or guidelines.

21. INDEPENDENT CONTRACTORS: The Respondent represents to the Floyd County Board of Commissioners that he is fully experienced and properly qualified to perform the functions provided for herein and that he is properly equipped, organized and financed to perform such functions. The Contractor shall finance his own operations, shall operate as an independent contractor and not as an agent of the Floyd County Board of Commissioners. Nothing contained in this RFP or a resulting contract shall be construed to constitute the Proposer or any of his employees, agents, or sub-contractors as a partner, employee, or agent of the Floyd County Board of Commissioners; nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent Contractor.

22. ASSIGNMENT OF CONTRACTUAL RIGHTS: It is agreed that successful contractor will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right,

title, or interest in or to the same, or any part thereof, without written consent of the Floyd County Board of Commissioners.

23. NON-COLLUSION: The Proposer will be required to execute a Certificate of Non-Collusion and submit it with Proposal Documents.

24. PROPOSAL BONDS, PAYMENT BONDS, & PERFORMANCE BONDS:

A five percent (5%) Bid Bond, a one hundred percent (100%) Performance Bond and one hundred percent (100%) Payment Bond shall be furnished to the Floyd County Board of Commissioners. Failure to submit appropriate bonds will result in automatic rejection of proposal. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as accepted reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation.

25. INSURANCE: as described in "Contractor and Subcontractor Hold-Harmless Agreement, Insurance, Indemnity, and Additional Insured" agreement.

26. INSPECTION OF RECORDS: The records of the Purchasing Department are open and accessible to the public in accordance with the provisions of the Georgia Open Records Act. Requests for inspection of records, must be in writing, must be reasonable, must contain sufficient information to facilitate retrieval, and must not interfere with the orderly operation of the Purchasing Department. Proposers are cautioned that any documentation submitted with or in support of a proposal or proposal will become subject to public inspection under the Georgia Open Records Act. There will be a charge assessed to any vendor requesting copies of records.

27. PROJECT COORDINATION: The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Vendors' authorized representative, who shall be authorized to receive and accept any and all communications from the Floyd County Board of Commissioners representative. The Floyd County Board of Commissioners Construction Coordinator shall be authorized to generate, receive and accept communication as an authorized representative of the Floyd County Board of Commissioners.

The Contractor hereby agrees to replace any personnel or sub-Contractor, at no cost or penalty to the Floyd County Board of Commissioners, if the Floyd County Board of Commissioners reasonably determines that the performance of any sub-Contractor or personnel is unsatisfactory.

28. ACCURACY OF WORK: The Contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the Floyd County Board of Commissioners will not relieve the Vendor

of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor or latent defects in the products sold by the Contractor.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the Vendor under this Agreement, the Contractor shall confer with the Floyd County Board of Commissioners for the purpose of interpreting the information supplied by the Contractor and to correct any errors or omissions. The above consultations, clarifications, And/or corrections shall be made without added compensation to the Contractor. The Contractor shall give immediate attention to these changes so there will be minimum delay to others. The Contractor shall be responsible for errors and omissions and save harmless the Floyd County Board of Commissioners and its agents as provided in this Agreement.

29. **OWNERSHIP:** Reports and all relevant data such as maps, diagrams, plans, designs, electronic data, statistics, specifications, and other supporting records or drawings compiled or prepared in the performance of the Services required by this Contract, shall be the absolute property of the Floyd County Board of Commissioners and shall not be used by the Vendor for purposes unrelated to this Contract without the prior written approval of the Floyd County Board of Commissioners. Such original documents shall be turned over to the Floyd County Board of Commissioners upon completion of the Project except that Vendor shall have the right to retain copies of the same.
30. **NEWS RELEASES BY CONTRACTOR:** As a matter of policy, the Floyd County Board of Commissioners does not endorse the products or services of a Vendor. All proposed news releases shall be routed to the Floyd County Board of Commissioners for review and approval.
31. **SEVERABILITY/CANCELLATION:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

The Floyd County Board of Commissioners reserves the right to cancel the contract and discontinue the services with a fifteen (15) day written notice as a result of the failure of the contractor to provide acceptable work as delineated in the response to this document or if determined that services can be better provided by in house or other sources.

32. **DRUG FREE WORKPLACE:** By submission of a Proposal, the Vendor certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Vendor further certifies that:
  1. A drug-free workplace will be provided for the Vendor's employees during performance of the contract; and
  2. Each Vendor who hires a sub-contractor to work in a drug-free work place shall secure from that sub-contractor the following written certification:

*As part of the subcontracting agreement with (Vendor's name), (Sub Vendor's name) certifies to the Vendor that a drug-free workplace will be provided for the sub Contractor's employees during the performance of this Contract pursuant /O Paragraph (7) of Sub-section (b) a/Code Sec/ion 50-24-3".*

*The Vendor further certifies that he 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.*

33. OBLIGATIONS AND LIABILITY OF Contractor: The Contractor shall do all the work and furnish all the materials, tools, and appliances, except as otherwise specified, and everything necessary for properly performing and completing the work required by the Contract, in the manner and within the time specified. The Contractor shall complete the entire job to the satisfaction of the Owner, and in accordance with the requirements herein mentioned, at the prices herein agreed upon and fixed therefore.

All loss or damage arising out of the performance or nature of the work, or any damage to the work itself to be done under this contract or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same, or from the action of the elements or from any cause or causes whatsoever, until the same shall have been finally accepted, shall be sustained and paid for by the Vendor.

The Contractor shall coordinate his operations with those of any other contractors who may be employed on other work of the Owner and shall avoid interference.

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. He shall, at his own expense, wherever necessary, or required, maintain fences, furnish security guards, maintain lights, and take such other precautions as may be necessary to protect life and property.

The Contractor shall take all responsibility for the work done under this Contract, for the protection of the work, and for preventing injuries to persons, and damage to property and utilities on or about the work.

The Contractor shall in no way be relieved of responsibility by any rights of the Owner, its officers, employees and agents to give permission or issue orders relating to any part of the work, or by any such permission given or orders issued, or by failure of the Owner, its officers, employees and agents to give such permission or issue such orders.

The Contractor shall bear all losses resulting to him or to the Owner, its officers, employees and agents on account of the amount or character of the work, or because of the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather elements or other causes. The Vendor shall assume the defense of all claims arising out of injury or damage to persons, corporations, or property, whether said claims arise out of negligence or not, or whether said claims are for unavoidable damage or not, and from all claims relating to labor and materials furnished for the work and from all expenses incurred in defending or settling such claims, including reasonable attorney's fees.

The Contractor shall so conduct his operations as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his own operations, he shall repair and make good as new the damaged portions at his own expense.

The Contractor warrants that he is familiar with the codes applicable to the work and that he has the skill, knowledge, competence, organization, and plant to execute the work promptly and efficiently in compliance with the requirements of the Contract Documents. The Contractor having the obligation to keep a competent superintendent on the work during its progress, to employ only skilled mechanics, and to enforce strict discipline and good order among his employees, the Vendor, himself is responsible for seeing that the work is installed in accordance with the Contract Documents.

Failure or omission on the part of the Owner, representative of the Owner, agents of the Owner, Project Representative, clerk-of-the-works, engineers employed by the Engineer, representatives of the Engineer or the Engineer either to discover or to bring to the attention of the Vendor any deviation from, omission from, or non-compliance with the Contract Documents shall not be set up by the Vendor as a defense of failure to his part to install the work in accordance with the Contract Documents or for any other neglect to fulfill requirements of the Contract; nor shall the presence of any one, or all, or any of the foregoing at the site of the fact that anyone, or all, or any of the foregoing may have examined the work or any part of it be set up as a defense by the Vendor against a claim for failure on his part to install the work in accordance with the Contract Documents or for any neglect to fulfill requirements of the Contract. No requirement of this Contract may be altered or waived except in pursuance of a written order of the Owner and in strict accordance with the provisions in the Contract for changes in the work.

#### 34. RESPONSIBILITIES OF THE CONTRACTOR:

##### Subcontractors, Manufacturers and Suppliers:

The Contractor shall be responsible for the adequacy, efficiency and sufficiency of subcontractors, manufacturers, suppliers and their employees.

##### Contractor's Employees:

The Vendor shall be responsible for the adequacy, efficiency and sufficiency of his employees. Workers shall have sufficient knowledge, skill and experience to perform properly the work assigned to them.

##### Payment for Labor and Materials:

The Contractor shall pay and require his subcontractors to pay any and all accounts for labor including Workers Compensation premiums, State Unemployment and Federal Social Security payments and other wage and salary deductions required by law. The Vendor also shall pay and cause his subcontractors to pay any and all accounts for services, equipment, and materials used by him and his subcontractors during the performance of work under this contract. Such accounts shall be paid as they become due and payable. If requested by the Owner, the Vendor shall furnish proof of payment of such accounts to the Owner.

Attention to Work:

The Contractor, acting through his representative, shall give personal attention to and shall manage the work so that it shall be prosecuted faithfully. When his representative is not personally present at the project site, his designated alternate shall be available and shall have the authority to act on the contract.

Employee Safety:

The Contractor alone shall be responsible for the safety of his and his subcontractor's employees. The Contractor shall maintain the project site and perform the work in a manner that meets the Owner's responsibility under statutory and common law for the provision of a safe place to work.

Public Safety and Convenience:

The Contractor shall conduct his work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents near the work and to ensure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Owner. Fire hydrants on or adjacent to the work shall be accessible to firefighting equipment. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

Cooperation with the Construction Inspector:

The Contractor, when requested, shall assist the Construction Inspector in obtaining access to work which is to be inspected. The Contractor shall provide the Construction Inspector with information requested in connection with the inspection of the work.

34. COMPLIANCE WITH LAWS: The Contractor shall keep himself fully informed of all existing and future State and Federal Laws, all regulations of the various departments or agencies of the State of Georgia, and local ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered, in the Plans, Drawings, Specifications, or Contract for this work in relation to any such law, ordinance, regulations, order, or decree, he shall forthwith report the same to the Engineer and Owner in writing.

The Contractor shall at all times himself observe and comply with, and cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner, its officers, employees and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees or any subcontractor.

**Floyd County Board of Commissioners/ Water Department**  
**Request for Proposals**  
**SCADA Systems Radio Communications System Replacement**  
**RFP 20-0213**

Legal Name: \_\_\_\_\_

**Form must be completed and returned with your proposal**

1. Company Name _____
2. Street Address _____
3. City, State & Zip _____
4. Type of Business: (corporation, partnership etc) _____
State where incorporated and Year of incorporation: _____
5. Name & Title of Authorized Signer: _____
6. Primary Contact for this proposal: _____
7. Phone: _____ FAX: _____
8. Email: _____
7. Company Website: _____
8. Tax ID and State where issued: _____
9. Please attach a brief history of the company. (Include information on any sub-contractors)
10. Has your company ever been debarred from doing business with any federal, state or local agency? Yes _____ No _____
If yes, please attach a separate sheet detailing the agency name, dates and reason for debarment



**4. Company:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City, State & Zip:** \_\_\_\_\_

**Contact Person Name and Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **FAX:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Describe Scope of Work and dates of project/service:** \_\_\_\_\_

\_\_\_\_\_

**5. Company:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City, State & Zip:** \_\_\_\_\_

**Contact Person Name and Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **FAX:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Describe Scope of Work and dates of project/service:** \_\_\_\_\_

\_\_\_\_\_

**Contractor's Affidavit of Non-Collusion**

**Floyd County Board of Commissioners/Water Department  
Request for Proposals  
SCADA Systems Radio Communications System Replacement  
RFP 20-0213**

The undersigned certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud, I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards, I certify that this proposal has been prepared independently and that the submitted price will not be disclosed to another person, I certify that there has been no contact or communication by the Proposer's or the Proposer's associates with any Floyd County Board of Commissioners, or Floyd County Board of Commissioners officials since the date this RFP was issued except: 1) through the Purchasing Department 2) at the Pre-Bid Conference or 3) as provided by existing work agreement(s), The Floyd County Board of Commissioners reserves the right to reject the bid submitted by any firm violating this provision, I certify that every existing client relationship that involves the Floyd County Board of Commissioners is disclosed in a letter to the Floyd County Purchasing Director and included in the Technical Proposal submission, I agree to abide by all conditions of this RFP and certify that I am authorized to sign this Proposal for the Respondent.

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix E – Immigration Affidavit**  
**Floyd County Board of Commissioners/Water Department**  
**SCADA Systems Radio Communications System Upgrade**  
**RFP 20-0213**  
**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned 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 the Floyd County Board of Commissioners/Water Department 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 will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors or sub-subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project: RFP 20-0213

Name of Public Employer: Floyd County Board of Commissioners

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

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

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**Floyd County Board of Commissioners/Water Department**  
**Appendix F – Proposer’s Bid Bond**  
Floyd County Board of Commissioners/Water Department  
Request for Proposals  
SCADA Systems Radio Communications System Replacement  
Project RFP 20-0213

Any singular reference to Proposer, Surety, Owner, or other party shall be considered plural where applicable.

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**PROPOSER** (Name and Address):

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**SURETY** (Name/Address of Principal Place of Business):

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**OWNER:**

Floyd County Board of Commissioners/Water Department  
12 East 4<sup>th</sup> Ave.  
Rome, Georgia 30161

**BID**

Bid Due Date:

February 13, 2020 at 2:00PM, Local Time

Project/Description:

Floyd County Board of Commissioners/Water Department  
Request for Proposals  
SCADA Systems Radio Communications System Replacement

**Request for Proposal 20-0213**

**BOND**

Bond Number: \_\_\_\_\_

Date (Not later than Bid due date): \_\_\_\_\_

Penal sum: **FIVE PERCENT OF BASE BID**

Surety and Proposer, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**PROPOSER**

**SURETY**

(Seal)

(Seal)

\_\_\_\_\_  
Proposer's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_

(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Proposer and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Proposer the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Proposer shall occur upon the failure of Proposer to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1. Owner accepts Proposer's Bid and Proposer delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Proposer within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Proposer and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Proposer and within 30 calendar days after receipt by Proposer and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Proposer, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Proposer and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Proposer and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

STATE OF GEORGIA  
Floyd COUNTY

**Floyd County Board of Commissioners/Water Department**  
**Floyd County Board of Commissioners Contract**  
**Floyd County Board of Commissioners/Water Department**  
**Request for Proposals**  
**SCADA Systems Radio Communications System Replacement**  
**RFP 20-0213**

**Agreement Between Owner and Contractor**

This agreement is made and entered between the Cherokee County Water & Sewerage Authority and the Contractor \_\_\_\_\_ on this date \_\_\_\_\_.

The Owner and Contractor hereby agree to the following:

1. The Contractor agrees to provide all of the labor, materials and equipment required to perform the following work for RFP 20-0213– SCADA Systems Radio Communications Systems Replacement as described in this RFP.

2. The Owner agrees to pay the Contractor the sum of \$ \_\_\_\_\_ for the above labor, materials and equipment in the following manner:  
Contractor to submit an invoice/pay request for work and materials completed. Invoice/pay request shall be paid within 30 days of receipt in accordance with General Terms and Conditions.

3. The date(s) of completion shall be as follows (choose one):

[  ] The work to be performed under this agreement between owner and contractor shall begin on \_\_\_\_\_, and shall be fully completed on or before \_\_\_\_\_.

[  ] The work to be performed under this agreement between owner and contractor shall begin on \_\_\_\_\_, and various portions of the above-described work shall be completed on or before the following dates: \_\_\_\_\_ *Describe Work Portions and Completion Dates* \_\_\_\_\_

4. In the event that the work is delayed due to the neglect of the Contractor, the Contractor agrees to pay the Owner the sum of \$ 000.00 per day as liquidated damages until the work is completed.

5. In the event that the work is delayed due to the neglect of the Owner, acts of God, fire, flood, labor strikes, riots, wars and other causes beyond the reasonable control of the Contractor, the time for completion of the work shall be extended by the same period as the delay occasioned by any of the aforementioned causes.

6. In the event that the Owner fails to pay any periodic or installment payment due to the Contractor under this agreement, the Contractor may cease work without breach pending payment or the resolution of any dispute.

7. All changes to the work ordered by the Owner shall be in writing, and all resulting increases or

decreases in the payment sum shall be decided by the Contractor. Any claims for increases or decreases in the payment sum shall be presented by the Contractor to the Owner in writing, and the written approval of the Owner must be obtained before the Contractor can proceed with the change order.

8. The Contractor agrees to provide and pay for all labor, materials and equipment required for the timely completion for work. The Contractor shall employ a sufficient number of workers skilled in their trade to perform the work. Unless otherwise specified, all materials shall be new and of good quality.

9. All work shall be completed in a workmanship-like manner and in compliance with all building codes and other applicable laws.

10. The Contractor agrees to re-execute any work which does not conform to the drawings and specifications. The Contractor also warrants all work performed, and agrees to remedy any defects resulting from faulty materials or workmanship for a period of no less than 12 months after work completion.

11. The Owner, Owner's representative(s) and public authorities shall have access to the work at all times.

14. Additional Terms and Conditions:

Owner Name: \_\_\_\_\_

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Floyd County Board of Commissioners/Water Department

## Contractor and Subcontractor Hold-Harmless Agreement, Insurance, Indemnity, and Additional Insured

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### Contractor & Subcontractor

Contractor's Liability Insurance: Contractor shall maintain at its sole cost and expense such insurance as will fully protect it and the Floyd County Board of Commissioners/Water Department (et al), Floyd County Board of Commissioners officials, directors, officers, employees, agents, and volunteers from incidents, accidents, and claims for bodily injury and property damage which may arise from operations under this Contract; whether such operations are performed by Contractor or by any Subcontractor directly employed or retained by either.

#### INDEMNITY AND INSURANCE

##### Commercial Insurance

1. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes.
2. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 for each accident/disease.
3. General Liability Insurance, including contractual liability insurance, explosion and underground collapse (XCU), product and completed operations, personal and advertising injury, damage to rented premises (each occurrence \$100,000), medical expense (any one person \$5,000), fire damage (\$50,000), and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$1,000,000 annual aggregate. General Liability Insurance must be written on an "occurrence" form and must apply on at least a per "project" basis.

##### Property Insurance

The Contractor assumes sole responsibility for loss or damage to its property and hereby releases Floyd County Water Department its officials, directors, officers, employees, agents, and volunteers from loss or damage to Contractor and its employee's tools, equipment, goods, machinery, materials, and supplies.

##### Conditions

The aforementioned insurance policies shall contain a provision that coverages afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to Floyd County Board of Commissioners/Purchasing Department. Except for insurance coverages relating to Workers' Compensation and Employer's Liability, the foregoing insurance policies shall include an endorsement making Floyd County Board of Commissioners/Water Department an Additional Insured under such policies and a clause that insurance is on a primary and non-contributory basis. A copy of the endorsement and clause are to be provided to the Floyd County Board of Commissioners. Certificates of Insurance showing that such coverages are in force shall be filed under this Contract by the Contractor.

The Certificate(s) of Insurance shall also contain a statement as follows:

“This/These certificate(s) of insurance conform(s) to all terms and conditions (including coverage of the indemnity agreement) contained in Contract with Floyd County Board of Commissioners/Water Department.”

Such certificates and notices are to be sent to:

**Floyd County Board of Commissioners/Water Department  
Attn: Bill Gilliland  
12 East 4<sup>th</sup> Ave. Suite 106  
Rome, GA 30161**

Non-Limitation on Contractor’s Liability

The obligations for Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor or limits the liability of Contractor whether or not same is covered by insurance.

The Contractor further understands and agrees that any damages, that the Floyd County Board of Commissioners deems to be a result of said contract work, whether made directly by the Contractor or a Subcontractor thereof, is the sole responsibility of the Contractor and will be repaired, replaced, or recompensed according to specifications in place at the time of discovery.

Insurance Form and Duration

All of the insurance herein specified shall be written on a form acceptable to Floyd County Board of Commissioners and shall be A.M. Best Company rated B+ 8 or better.

Indemnity

The Contractor agrees to protect, defend, indemnify, save and hold harmless Floyd County Board of Commissioners, its officials, directors, officers, employees, agents, and volunteers from and against any and all claims, demands, losses, costs, and expenses, and from and against all liability, awards, judgments, and decrees, of whatever nature for any and all damage to property of others and of the parties hereto, their officials, directors, officers, employees, agents, and volunteers, and of whatever nature for any and all injury or injuries (including death) to any person or persons including the officials, directors, agents, employees, agents, and volunteers of the party hereto, arising or in any way growing out of any of the acts or omissions whether of the Contractor, the Contractor’s officials, directors, officers, employees, agents, and volunteers or of any tier of the Subcontractor, the tier’s officials, officers, directors, employees, agents, and volunteers in connection with the performance of the work under this Contract.

This hold-harmless agreement must be signed and submitted to the Floyd County Board of Commissioners prior to commencement of work.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
CCWSA Representative

\_\_\_\_\_  
Date

**Floyd County Board of Commissioners/Water Department**  
**Payment Bond**  
Floyd County Board of Commissioners  
Request for Proposals  
SCADA Systems Radio Communications System Replacement  
RFP 20-0213

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

**CONTRACTOR** (Name and Address):

**OWNER** (Name and Address):

Floyd County Board of Commissioners  
12 East 4<sup>th</sup> Ave. Suite 106  
Rome, Georgia 30161

**CONSTRUCTION CONTRACT**

Date: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Project/Description:

Floyd County Board of Commissioners  
Request for Proposals  
SCADA Systems Radio Communications System Replacement  
RFP -20-0213

**SURETY** (Name and Address of Principal Place of Business):

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**BOND**

Bond Number: \_\_\_\_\_

Date (Not earlier than Contract Date): \_\_\_\_\_

Amount: \_\_\_\_\_

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company: \_\_\_\_\_

Company: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Corp. Seal)

(Corp. Seal)

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

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

\_\_\_\_\_  
Name and Title:

\_\_\_\_\_  
Name and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

**Floyd County Board of Commissioners/Water Department  
Performance Bond  
Floyd County Board of Commissioners  
Request for Proposals  
SCADA Systems Radio Communications System Replacement  
RFP 20-0123**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

**CONTRACTOR** (Name and Address): \_\_\_\_\_

**OWNER** (Name and Address):

**Floyd County Board of Commissioners  
12 East 4<sup>th</sup> Ave. Suite 106  
Rome, Georgia 30161**

**Equipment and Installation contract**

Date: \_\_\_\_\_

Amount        \$ \_\_\_\_\_

Project/Description:

**Floyd County Board of Commissioners  
Request for Proposals  
SCADA Systems Radio Communications System Replacement  
RFP 20-0213**

**SURETY** (Name and Address of Principal Place of Business):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BOND**

Bond Number: \_\_\_\_\_

Date (Not earlier than Contract Date): \_\_\_\_\_

Amount: \_\_\_\_\_

Modifications to this Bond Form: \_\_\_\_\_

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company: \_\_\_\_\_  
\_\_\_\_\_

Company: \_\_\_\_\_  
\_\_\_\_\_

(Corp. Seal)

(Corp. Seal)

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

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

\_\_\_\_\_  
Name and Title:

\_\_\_\_\_  
Name and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
  - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract;
    2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment thereof to Owner; or

2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond, 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
  - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
  - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed

incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

## 12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.