



Oconee County Board of Commissioners

Request for Proposal

CISCO UNIFIED COMMUNICATIONS MANAGER UPGRADE

ACCEPTANCE DATE: Prior to 2:00 P.M., Thursday, February 9, 2012 "Local Time"

RFP NUMBER: 201201-002

ACCEPTANCE
PLACE

Oconee County Board of Commissioners
Finance Department - Procurement
23 N. Main Street, Suite 206
Watkinsville, Georgia 30677

Questions regarding this Request for Proposal shall be received no later than 2:00 P.M. on Friday, February 3, 2012. A mandatory pre-proposal conference is scheduled for Tuesday, January 24, 2012; 10:00 a.m. at the Oconee County Courthouse, Commission Chambers, 23 N. Main Street, Watkinsville, Georgia 3077. All prospective Offerors are required to attend.

Requests for information related to this Solicitation should be directed to:

Karen T. Barnett, CPPB
Purchasing Officer
(706) 769-2944
(706) 310-3574 (Fax)
E-mail address: kbarnett@oconee.ga.us

This document can be downloaded from our web site:
www.oconeecounty.com

REQUEST FOR PROPOSAL

CISCO UNIFIED COMMUNICATIONS MANAGER UPGRADE

<u>SECTION/TITLE</u>	<u>PAGE</u>
1.0 PURPOSE	3
2.0 COMPETITION INTENDED	3
3.0 DISCREPANCIES	3
4.0 PROPOSER'S MINIMUM QUALIFICATIONS.....	3
5.0 SCOPE OF SERVICES.....	4
6.0 RECOMMENDED COST AND TECHNICAL FORMAT	5
7.0 AGREEMENT TERMS AND CONDITIONS	7
8.0 INSTRUCTIONS TO PROPOSERS	15
9.0 ATTACHMENTS.....	18

Prepared By: Karen T Barnett, CPPB Date: January 12, 2012
Purchasing Officer

CISCO UNIFIED COMMUNICATIONS MANAGER UPGRADE

1.0 PURPOSE

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals to upgrade our Call Manager and Unity servers using Cisco's best practices for design and implementation.

2.0 COMPETITION INTENDED

It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the offeror's responsibility to advise the Purchasing Officer in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Officer not later than fifteen (15) days prior to the date set for proposals to close.

3.0 DISCREPANCIES

Should an offeror find discrepancies in the plans and/or specifications or be in doubt as to the meaning or intent of any part thereof, the offeror shall request clarification from the County in writing, not later than ten (10) working days prior to the proposal opening. Any changes to the RFP that result from such a clarification request, will be communicated through a written addendum and posted on the Finance Department home page at www.oconeecounty.com. Failure to request such a clarification is a waiver of any claim by the offeror for additional expenses because its interpretation was different than the County's.

4.0 PROPOSER'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide material, equipment and/or services as prescribed herein. All offerors shall be required to submit documentation with their proposal indicating compliance with the minimum qualifications. Failure to include any of the required documentation may be cause for proposal to be deemed non-responsive and rejected. The following criteria shall be met in order to be eligible for this agreement:

- 4.1 Offerors shall be a Cisco Certified Partner.
- 4.2 Offerors shall provide, at a minimum, three (3) comparable references of current work being performed in similar facilities. References shall include at a minimum company name, contact person's name, agency, address, phone number, their role in the project (e.g. project manager), name of the project and when the work was done.
- 4.3 Offerors shall have and list all Cisco Certified Internetworking Experts (CCIE) on staff and assigned to the project.

5.0 SCOPE OF SERVICES

5.1 General

Oconee County Board of Commissioners implemented Cisco Voice over Internet Protocol in 2006. We are using Call Manager 4.1 and Unity 4.0 Build 4.0(5) with 280 subscriber mailboxes and no unified messaging subscribers. The current Windows 2000 servers are the Publisher on a MCS 7825, two Subscribers on MCS 7825 (one at our EOC/911 center) and our Unity on a MCS 7825. We have 318 Cisco VoIP phones (7912, 7940, 7960, 7961), 57 CTIs, 16 ATAs. We have two voice routers, a Cisco 2811 at the Courthouse and a Cisco 2821 at the EOC/911 center.

Our main data center is at the courthouse where we have “county-owned” fiber and leased fiber to connect our buildings. The EOC/911 center is our redundant site which is connected with “county-owned” fiber that is underground. We have a PRI at the courthouse and a PRI at the EOC/911 center.

5.2 Infrastructure

The primary location is 23 North Main Street, Watkinsville, GA 30677 which is the courthouse. The Call Manager (Publisher and Subscriber) and the Unity are housed in the first floor computer room of the courthouse. The second subscriber is located at 1120 Experiment Station Road, Watkinsville, GA 30677 which is the EOC/911 center. These two buildings are connected via underground “county-owned” fiber.

Network diagrams are available upon request.

5.3 Work Scope

Oconee County is seeking to receive proposals to install and configure new servers and software which are an updated version of our current MCS 7825 servers with Call Manager 4.1 and Unity 4.0 Build 4.0(5). The ideal situation would be for all phone definitions, voice mailboxes, and phone trees to migrate to the new system.

The vendor shall provide appropriate documentation and training to Information Technology (IT) staff.

5.4 Building Access

Oconee County IT will provide access to the buildings as needed but must be accompanied by a member of the IT staff.

5.5 Expectations

Transparency – It is essential that the installation of the new system be as transparent as possible to the users. Oconee County requires minimum service interruptions and minimum perceived degradation in the quality of service.

Interconnection – The vendor will be responsible for interconnection of all newly supplied equipment and any additional cables or wires required to connect the new system to the County network.

Software Version – The vendor will implement the most recent and stable version of all supplied software. If the manufacturer releases a software update to fix flaws, bugs, or security during the installation timeframe, the vendor will update the system at the earliest reasonable opportunity during a scheduled maintenance window. This maintenance window will be scheduled after the regular office hours for service impacting upgrades to an operational and partially deployed system at no additional cost to the county.

We ask that the vendor make recommendations if necessary in the proposal to upgrade equipment that is end-of-life as a separate line item. This recommendation would possibly be done as a separate purchase if approved by the Commissioners.

6.0 RECOMMENDED COST and TECHNICAL FORMAT

6.1. Letter of Interest

A statement in the letter of interest shall specifically stipulate that the contractor accepts all terms and conditions contained in the RFP. Suggestions for non-substantive modifications may be made, but the acceptance may not be conditioned upon such modifications.

The letter shall name the person(s) authorized to represent the contractor in any negotiations and the name of the person(s) authorized to sign any agreement, which may result.

The Letter of Interest must be signed by a representative of the consultant firm who is authorized to bind the firm in contractual matters.

6.2. Project Team

This relates to the project principal, the project manager, key staff and any sub-consultants if applicable. The basic questions are: (1) How well does the team's qualifications and experience relate to this specific project? And (2) Does the team's expertise cover all phases of the project? This section should describe:

- Approximate number of people to be assigned to project;
- Extent of principal involvement;
- Team qualifications and experience on similar or related projects;
 - qualifications and relevant experience of prime consultant
 - qualifications and relevant sub-consultant experience
 - project manager's experience with similar projects;
- Names of key members who will be performing the work on this project, and:
 - their responsibilities on this project
 - current assignments and location
 - experience on similar or related projects
 - unique qualifications
 - percentage of their time that will be devoted to this project.

6.3. Firm's Capabilities

This relates to the firm's capabilities and resources in relation to this project.

This section should describe:

- Similar projects performed within the last three years, which best characterize capabilities, work quality and cost control.
- Similar projects with other government agencies
- Resources available to perform the work for the duration of the project and other ongoing projects.
- Internal procedures and/or policies associated or related to work quality and cost control.
- Management and organizational capabilities.

6.4. Project Understanding

This relates to the basic preliminary understanding of the project. This section should provide clear and concise understanding of the project and major issues, based on existing information.

6.5. Project Approach

This is the heart of the response and deals with the contractor's ability to clearly define the tasks and activities necessary to meet the objectives outlined in the scope of work. For each phase, the approach should:

- Describe the tasks and activities, the methodology that will be used to accomplish them, and which team members will work on each task;
- Describe the products that would result from each task or activity;
- Identify points of input and review with staff, technical advisory committee and the public; and
- The time frame estimated to complete each task

6.6. Proposed Cost

The Cost Proposal shall include a total "Not to Exceed" Maximum Compensation amount. The Cost and Technical Proposals shall be delivered in two separate, sealed containers, properly addressed to the Oconee County Board of Commissioners, with the RFP number, Proposal Due Date and Time, and the Offeror's Name and Address clearly indicated on the containers.

6.7. Supporting Information

Supporting material must include references, and may include other pertinent information. References must include the contact person's name, agency, address, phone number, their role in the project (e.g. project manager), name of the project and when the work was done.

7.0 AGREEMENT TERMS AND CONDITIONS

The Agreement with the successful offeror will contain the following Terms and Conditions:

7.1 Procedures

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

7.2 Delays

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

7.3 Delivery Failures

Time is of the essence. Should the Contractor fail to deliver the proper services or item(s) at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the Department Director, or should the Contractor fail to make a timely replacement of rejected items when so requested, the County may purchase services or items of comparable quality in the open market to replace the rejected or undelivered services or items. The Contractor shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the

County as a result of the Contractors nonperformance shall be deducted from the balance as payment.

7.4 Business License Requirement

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

7.5 Insurance

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Agreement.

B. The Contractor and all subcontractors shall, during the continuance of all work under the Agreement provide the following:

1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Georgia.
2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Agreement or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$ 100,000
2. General Liability:

Per Occurrence:	\$1,000,000
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Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations: aggregate	\$2,000,000
Fire Damage Legal Liability:	\$ 100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

3. Automobile Liability:
Combined Single Limit: \$1,000,000

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
2. Liability Insurance "Claims Made" basis:
If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:
 - a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Agreement for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Agreement or
 - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Agreement and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

4.
 - a. The Contractor agrees to provide insurance issued by companies admitted within the State of Georgia.
 - b. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
 - c. The Contractor will provide on request certified copies of all insurance coverage related to the Agreement within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
 - d. Any certificates provided shall indicate the Agreement name and Purchase Order number.
 6. The County, its officers and employees shall be named as an "additional insured" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest).
 7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Agreement.
- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

7.6 Hold Harmless Clause

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorney's fees and costs related to the claim. This section shall survive the Agreement.

7.7 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits.

7.8 Local Vendor Preference

Except for matters required to be bid by state law, including, without limitation, public works contracts and materials, any purchase or contract of under \$100,000 that is put out to bid under the provisions of Oconee County Policy may be awarded to a local vendor in the case of equivalent bids. In cases in which a bid by a local vendor is within 5% of the lowest overall bid supplied by a non-local vendor, the administration of Oconee County is authorized to negotiate with said local bidder to match the lowest bid supplied by a non-local vendor. Negotiation is limited to purchases and contracts up to \$100,000 and is not authorized in situations where state or federal laws do not allow vendor preferences. In the event a local bidder matches the lowest bid, including all other terms, quality and conditions of the bid, then the local vendor may be awarded the contract. In the event the bids of more than one local vendor are within 5% of the lowest overall bid of a non-local vendor, the local vendor with the lowest bid price will be given the first opportunity to match the lowest overall bid. If this local vendor declines to match said bid then the vendors with the next lowest bid within 5% will be given the opportunity to match the lowest bid. This process will continue with all local vendors having bids within 5% of the lowest overall bid by a non-local vendor.

7.9 Immigration Reform and Control Act of 1986

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

7.10 Substitutions

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

7.11 Workmanship and Inspection

All work under this Agreement shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause, as determined by the County. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

7.12 Cleaning Up

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

7.13 Exemption from Taxes

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

7.14 Invoicing and Payment

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

Invoices shall be submitted to:

Oconee County Board Of Commissioners
Attn: Finance Department
P. O. Box 1527
Watkinsville, GA 30677

All such invoices will be paid within thirty (30) days by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

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

7.15 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Agreement the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Agreement or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Agreement interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment

and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

7.16 Assignment of Contract

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

7.17 Termination

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

A. Termination for Convenience

The County may terminate this Agreement for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Agreement in a subsequent fiscal year, then the Agreement shall be canceled with no further cost to the County.

7.18 Agreement Disputes

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

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

The Finance Director's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance

Director or his/her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

7.19 Severability

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

7.20 Applicable Laws/Forum

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

7.21 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

TBD

TO COUNTY:

Oconee County Finance Department
Division of Procurement
23 N. Main Street, Suite 206
Post Office Box 1527
Watkinsville, Georgia 30677

7.22 Licensure

To the extent required by the State of Georgia or the County of Oconee, the Contractor shall be duly licensed to sell the goods or perform the services required to be delivered pursuant to this Agreement.

7.23 Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Oconee. Therefore, except as required by law, the Contractor agrees that its employees will not:

- A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Agreement.
- B. Access or attempt to access information beyond their stated authorization.
- C. Disclose to any other person, or allow any other person access to, any information related to the County or any of its facilities or any other user of this Agreement that is proprietary or confidential.

Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Agreement termination.

The Contractor understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Agreement, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

8.0 INSTRUCTIONS TO PROPOSERS

8.1 Submission of Proposals

Before submitting a proposal read the ENTIRE solicitation including the Agreement Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of its contractual obligations. Pricing must be submitted on the cost proposal form only. Include other information as requested or required. The face of the container shall indicate the RFP number, time and date of opening, and the title of the RFP. Proposals must be received by the Division of Procurement BEFORE the hour specified on the opening date. Proposals may be either mailed or hand delivered to Oconee County Board of Commissioners, Finance Department-Procurement, 23 N. Main Street, Post Office Box 1527, Watkinsville, Georgia 30677. Faxed and e-mailed proposals will not be accepted.

8.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all offerors. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Oconee County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the Request for Proposal must give the RFP number, title, and acceptance date. Material questions will be answered in writing with an Addendum provided however, that all questions are received at least five (5) days in advance of the proposal opening date. It is the responsibility of all offerors to ensure that they have received all addendums. Addendums can be downloaded from www.oconeecounty.com.

8.3 Mandatory Pre-proposal Meeting

It is required that all offerors attend the pre-proposal meeting and make the on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions.

8.4 Authority to Bind Firm in Agreement

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN Agreement. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

- If a sole proprietorship, the owner may sign.
- If a general partnership, any general partner may sign.
- If a limited partnership, a general partner must sign.
- If a limited liability company, a “member” may sign or a “manager” must sign if so specified by the articles or organization.
- If a regular corporation, the CEO, President or Vice-President must sign.
- Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

8.5 Correction or Withdrawal of Proposals and Cancellation of Awards under Competitive Sealed RFPs

Correction or withdrawal of inadvertently erroneous proposals before or after award, or cancellation of awards or Agreement based on such proposal mistakes, may be permitted at the County's discretion. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of proposals, or to cancel awards or Agreements based on proposal mistakes, shall be supported by a written determination made by the Purchasing Officer. No proposal may be withdrawn when the result would be to award the Agreement on another proposal of the same offer or of another offeror in which the ownership of the withdrawing proposer is more than five percent (5%). If the Purchasing Officer, the Using Agency, or a designee of such, denies the withdrawal of a bid, he/she shall notify the bidder in writing stating the reasons for his/her decision.

8.6 Subcontractors

All Offerors shall include a list of all subcontractors with their bid. The County reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected, the offeror may replace that subcontractor with another subcontractor subject to the approval of the

County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

8.7 Use of Brand Names

Unless otherwise provided in an Request for Proposal, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the RFP is descriptive -- NOT restrictive -- it is provided to generally indicate the type and quality desired. Proposals on brands of like nature and quality will be considered. If the proposal is based on offering other than the referenced or specified items, the proposal must show the name of the manufacturer, brand or trade name, catalog number, etc., of article offered. If other than the brand(s) specified is offered, illustrations and complete description must be submitted with proposal. Samples may be required. offerors must certify that item(s) offered meet and/or exceed specifications. If an item considered as being equal by the offerors is offered and not accepted, the proposal shall be rejected. If a offeror makes no other offer and takes no exception to specifications or reference data, it will be required to furnish the brand names, numbers, etc., as specified.

8.8 References

All offerors shall include, with their proposal, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of proposal as non-responsive. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

8.9 Samples

Samples, if required, must be furnished free of expense to County on or before the date specified; if not destroyed in examination, they will be returned to offeror, if requested, at offeror's expense. Each sample must be marked with offeror's name and address, RFP number and opening date. DO NOT ENCLOSE SAMPLE IN OR ATTACH SAMPLE TO PROPOSAL.

8.10 Delivery

Time is of the essence. Proposal must show hours required to complete the services under normal conditions. Unrealistically short or long delivery promised may cause proposal to be disregarded as non-responsive.

8.11 Late Proposals

LATE proposals shall be returned to offeror UNOPENED, if RFP number, opening date and offeror's return address is shown on the container.

8.12 Rights of County

The County reserves the rights to reject all or any part of any proposal, waive informalities, and award the agreement to best serve the interest of the County.

8.13 Prohibition as Subcontractors Under Competitive Sealed Proposal

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Agreement is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

8.14 Basis for Award

Award will be made to the most qualified respondent, provided that the cost is reasonable and acceptable to Oconee County.

8.15 Acknowledgement of Agreement

By submitting a proposal the offeror acknowledges that it understands and agrees to the Agreement Terms and Conditions.

8.16 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of an award, this information is required in order to issue purchase orders and payments to your firm. This form is included with the proposal documents.

8.17 SAVE Affidavit Required

Each offeror shall submit a completed "Affidavit Verifying Status for County Public Benefit Application". This form is included with the offeror documents.

8.18 Contractor Affidavit and Agreement

Each offeror shall submit a completed "Contractor Affidavit and Agreement". This form is included with the proposal documents.

8.19 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.