

GLYNN COUNTY GEORGIA

**DEFINED BENEFIT PENSION PLAN
CONSULTING SERVICES**

**REQUEST
FOR
PROPOSAL**



RFP #01032

PROPOSALS DUE: JULY 12, 2017

REQUEST FOR PROPOSAL

DEFINED BENEFIT PENSION PLAN CONSULTING SERVICES

RFP #01032

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**GLYNN COUNTY GEORGIA
Purchasing Department
1725 Reynolds St., Suite 300
Brunswick, GA 31520
Phone 912 554-7135; Email: kmoreland@glynncounty-ga.gov**

June 13, 2017

DEFINED BENEFIT PENSION PLAN CONSULTING SERVICES

RFP #01032

INVITATION TO PROPOSERS

Glynn County Board of Commissioners is soliciting proposals from qualified and experienced firms to provide consulting services to evaluate the Glynn County, Georgia Defined Benefit Pension Plan (the "Plan") and to provide options and guidance regarding freezing, closing, terminating (or annuitizing), and/or replacing the Plan with a defined contribution plan or hybrid program. This would involve a review of the Plan and an analysis of the cost, administrative, fiduciary and other related impacts of various options available to the County for its participants in the Plan.

There will **not** be a **pre-proposal conference**. Any questions and /or misunderstandings that may arise from this invitation shall be submitted, in writing and forwarded, to the Purchasing Agent, Keri Moreland at kmoreland@glynncounty-ga.gov and copied to the Purchasing Assistant, Necie Carroll at rcarroll@glynncounty-ga.gov no later than **June 27, 2017**. All Questions and Answers submitted will be posted to the website no later than **July 6, 2017**. Answers to questions submitted that materially change the conditions and specifications of this Request for Proposals will be promulgated to all addressees as an addendum. Any discussions or documents will be considered non-binding unless incorporated and promulgated in an addendum. It shall be the Proposers responsibility to seek clarification as early as possible prior to the opening of proposals.

The County will receive **sealed** technical and fee proposals at the following address:

**Glynn County Board of Commissioners
Purchasing Department
W. Harold Pate Building
1725 Reynolds St., Suite 300
Brunswick, Georgia 31520**

Proposals will be received until **2:00 pm Wednesday, July 12, 2017**. Hand-delivered proposals may be submitted up to 2:00 p.m. on the day of the opening. Proposals will be publicly opened and only the name(s) of those Proposers responding will be mentioned. No proposal may be modified in any way after the deadline for proposal openings.

The Proposers' response shall include the required number of technical proposals and one fee proposal with all other information requested in this Request for Proposal (RFP). Technical response must not have fees listed therein. **If a fee is located in the technical response, the submission will be considered non-responsive and will not be evaluated.** The fees shall be the full cost to the Board of Commissioners, Glynn County, Georgia. **Technical and Fee Proposals must be sealed in separate envelopes with the solicitation name and number and type of Proposal listed on the outside. Failure to do so WILL result in disqualification of the Request for Proposal**

submission.

Glynn County anticipates making a single award; however, it reserves the right to make multiple awards should it deem in the best interest of the County. It is anticipated that such an award, if any, will be accomplished within sixty (60) days (unless otherwise agreed upon by the Proposer(s) and the County) from the proposal opening.

Glynn County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, and handicap or veterans status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Glynn County.

The Board of Commissioners, Glynn County, Brunswick Georgia reserves the right to reject any or all proposal, waive technicalities and make the award in the best interest of the County.

Sincerely,

Keri Moreland

Keri Moreland, CPPB
Purchasing Agent
Glynn County Board of Commissioners

-End of This Section-

REQUEST FOR PROPOSAL

DEFINED BENEFIT PLAN CONSULTING SERVICES RFP #01032

INSTRUCTION TO PROPOSERS

1. **Intent:** It is intended that the Instructions to Proposers, General Conditions, and Detailed Specifications shall define and describe the complete work to which they relate.
2. **Work to Be Done:** The work to be performed by a qualified firm under this contract consists of, but is not limited to, evaluating the Glynn County, Georgia Defined Benefit Pension Plan (the "Plan") and providing guidance with regard to freezing, closing, terminating (or annuitizing), and/or replacing the Plan with a defined contribution plan or hybrid program.
3. **Proposal and Contract Security:** Proposer Bond is not required for this Request for Proposal.
4. **Determination of Successful Proposer:** The Contract will be awarded to the Proposer with the highest score, if awarded.
 - (a) **Responsibility:** The determination of the Proposer's responsibility will be made by the Owner based on whether the Proposer:
 1. maintains a permanent place of business,
 2. has the appropriate technical experience,
 3. has adequate plans, staff, and equipment to do the work properly and expeditiously and
 4. has suitable financial means to meet obligations incidental to the work.
 - (b) **Responsiveness:** The determination of responsiveness will be made by the Owner based on a consideration of whether the Proposer has submitted a complete Proposal form without irregularities, excisions, special conditions, or alternative Proposals for any item unless specifically requested in the Proposal form.
5. **Proposal Alternates:** None are included in this Request for Proposal.
6. **Submission of Proposals/Georgia Open Records Act:** Proposals shall be submitted at the time and place indicated in the Invitation. Glynn County will not accept late Proposals. Proposers are reminded that documents and information in the possession of Glynn County will be treated as confidential/proprietary information only to the extent permitted by the Georgia Open Records Act, and will be exempt from disclosure to a third party only to the extent permitted by the Georgia Open Records Act. Should you believe that your Proposal contains any trade secrets you must submit an affidavit, along with the proposal, that states that specific portions of the proposal contain trade secrets as defined by Georgia law (Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia). Furthermore, the affidavit must be detailed, citing specifically (citing paragraphs, articles, provisions, pages, etc.) the portions of the proposal containing any trade secrets.

These instructions are an integral part of any proposal. The Proposers' response shall include one original copy of technical proposal and one separately sealed fee proposal. Technical response must **not** have fees listed therein. If a fee is located in the technical response, the submission will be considered non-responsive and will not be evaluated. The fees shall be the full cost to the Board of Commissioners, Glynn County, Georgia. **Technical and Fee Proposals must be sealed in separate envelopes with the solicitation name and number listed on the outside.**

On the outside of the envelope containing the Proposal shall be noted the following:

DEFINED BENEFIT PENSION PLAN CONSULTING SERVICES RFP #01032

7. **Proposal Form:** Proposals shall be submitted on the Proposal Forms included. When calculating fees, consider all costs that will be incurred to perform the Scope of Services and Deliverables described herein.
8. **Gratuities:** Glynn County acknowledges that, particularly during the holiday season, it may be customary to provide gifts to employees or departments. However, the Glynn County Personnel Policy prevents the acceptance of such gifts. Your cooperation in respecting the policy is appreciated.
9. **Glynn County Local Preference:** This project/solicitation may qualify for local preference in Glynn County, Georgia.

Glynn County shall give Local Preference in the awarding of contracts for sealed solicitations and requests for proposal (hereinafter called "Proposals") whenever the application of such a preference meets the criteria established in the County Ordinance. In order for Local Preference to be used in the evaluation, all documentation as required in the Local Preference Policy must be submitted with the Proposal. This Local Preference privilege shall not apply where prohibited by law.

Definitions:

Local Vendor: shall mean that the vendor meets each of the following requirements.

The principal place of business must be with the geographical boundaries of Glynn County, Georgia.

"Principal Place of Business" means a physical structure, office, or suite, but does not include a post office box, a temporary job site, or project location. Further, "Principal Place of Business means that if a vendor is a corporation their corporate office must meet the criteria established above.

Must have a current occupational tax certificate from Glynn County or the City of Brunswick.

Must have paid all real and personal property taxes owed to Glynn County, Georgia.

Eligibility:

In order to be eligible for the Local Preference, the vendor must, if incorporated, provide proof from the Georgia Secretary of State that the corporate office is within Glynn County, Georgia. Vendors must provide a copy of their current Glynn County Occupation Tax Certificate, and shall state that all real and personal property taxes due and owing to Glynn County are paid. These items must accompany the Proposal or the vendor will not be subject to award based on Local Preference.

Application of Local Preference for Sealed Proposals:

Local vendors complying with the above requirements shall be afforded the opportunity, within a time frame specified by the County, to match the Proposal amount of the lowest responsible, responsive Proposal if: (1) the lowest responsive and responsible Proposer is not a local vendor (2) the local vendor is the second lowest responsive and responsible Proposer; and (3) the local vendor's Proposal is within two (2%) or \$10,000 whichever is less, of the lowest Proposal. Local preference shall not apply to Public Works Construction projects of \$100,000 or more nor to public road construction projects of \$20,000 or more.

REQUEST FOR LOCAL PREFERENCE CONSIDERATION

Please note that while it is your responsibility to provide all required documents, the check list below is to assist you with the inclusion of documents required for consideration of local preference.

We request local preference consideration for the following:

PROJECT TITLE: _____

COMPANY NAME, ADDRESS, PHONE #, E-MAIL, CONTACT NAME:

Your Proposal must include the following documentation.

If incorporated, proof from the Georgia Secretary of State that the principal place of business is in Glynn County, Georgia.

If not incorporated, proof that the principal place of business is in Glynn County, Georgia. Usually the occupation tax certificate will serve this purpose.

A copy of current Glynn County or City of Brunswick Occupation Tax Certificate

You must have paid all real and personal property taxes owed to Glynn County for the current year. List your local business address below:

Failure to include this information with your Proposal will result in non-consideration for local preference.

By my signature I acknowledge that I have read and understand all documents included in the Proposal package and that this firm does qualify for local preference status.

Name (Please print) _____

Signature: _____

Date _____

Subscribed and sworn to before me the day

of _____, 20____

My commission expires on the day

of _____, 20____

NOTARY PUBLIC

(Notary Seal)

REQUEST FOR PROPOSAL

DEFINED BENEFIT PENSION PLAN CONSULTING SERVICES RFP #01032

SECTION A

DEFINITIONS AND GENERAL TERMS AND CONDITIONS

- o **Company** - The Proposer
- o **Contractor** – The successful Proposer(s)
- o **County** - The Glynn County Board of Commissioners
- o **County Employee** - An employee of Glynn County subject to its personnel policies
- o **Department** - A unit of the Glynn County government that encompasses similar staff functions, purposes, and goals and operates under the direct supervision of the Glynn County Board of Commissioners, a Constitutional Officer or an Appointed Official
- o **Fee** - A dollar amount inclusive of all Proposer's costs (overhead, insurance, labor, equipment, advertisements, etc.), general & accounting, and profit charged for a specific service(s)
- o **Owner** – Glynn County, Georgia
- o **Principal** - Any officer or director of the proposing organization, and any person, firm, corporation, partnership, joint venture, or other entity, who or which owns or controls three percent (3%) or more of the voting stock or any equivalent voting interest of a partnership or joint venture
- o **Proposal** - An offer or statement of a price and project description in response to a request for materials or services to be rendered to the County or its employees
- o **Proposer** - Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity that has submitted a bid which conforms in all material respects to the requirements set forth in the RFP
- o **Request For Proposal (RFP)** - Executed documents, including documents attached or incorporated by reference, utilized for soliciting proposals in accordance with the RFP procedures and instructions set forth herein

1.0 NOTICE OF AWARD (NOA) OF CONTRACT

As soon as possible, and within 60 days after receipt of Proposals, the County shall notify the successful Proposer(s) of the award of the contract. Should the County require additional time to award a contract, the time may be extended by mutual agreement between the County and the successful Proposer. If an Award of Contract has not been made within 60 days from the Proposal date or within the extension mutually agreed upon, the Proposer may withdraw the Proposal without further liability on the part of either party.

2.0 EXECUTION OF CONTRACT DOCUMENTS:

- a. Within fifteen (15) days of Notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by him and his Surety.

- b. Within a reasonable time after receipt of the documents executed by the Contractor and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.
- c. Should either party require an extension of any of the time limits stated above, this shall be done only by mutual agreement between both parties.

3.0 PERFORMANCE AND PAYMENT BONDS

None required.

4.0 INSURANCE:

The Contractor shall not commence work under this contract until all insurance described below has been obtained and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

A. Liability.

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the Owner. The Contractor shall be responsible for providing adequate limits of insurance when working within property owned by railroads, as established by such railroad company.

B. Indemnity.

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the County, Directors, Employees, Agents, and other Consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the Contractor, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence.

Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

Comprehensive General Liability -The successful Proposer shall exercise proper precaution at all times for the protection of persons and property. He shall carry approved insurance from insurance companies authorized to do business in Georgia and having an A.M. Best's rating of B+ or better with the following minimums:

***The limits of insurance are as follows:**

- a) General Liability Insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per occurrence) and Two Million (2,000,000) Dollars aggregate;
- b) Automobile Insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per accident for bodily injury or property damage); and
- c) Workers' Compensation Insurance as will protect potential Proposer or offeror from Workers' Compensation Acts
- d) Errors and Omissions or Professional Liability insurance of at least Two Million (2,000,000) Dollars per claim

***Contractors Liability Insurance shall be effective for the duration of the work as described in the contract documents, including authorized change orders, plus any period of guarantee as required herein.**

5.0 INDEMNIFICATION:

The Contractor will indemnify and hold harmless the County and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In any and all claims against the County or any of their agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under the Worker's Compensation Acts, Disability Benefits Acts or other employee benefits acts.

6.0 NOTICE TO PROCEED:

The Notice to Proceed (NTP) is typically issued within ten (10) days of the execution of the Contract Agreement by the County.

7.0 TERMINATION:

Termination for Convenience of Owner.

The Owner may, at will, upon written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Work for the convenience of the Owner.

Termination for the Contractor.

The Contractor may terminate any contract arising out of this RFP for any reason upon thirty (30) days

written notice to the County. The termination notice shall be deemed received three (3) days after placing the notice in the United States mail.

8.0 ASSIGNMENTS:

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the County. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

9.0 SUBCONTRACTING:

- a. The Contractor shall not subcontract the complete work, or any major part thereof, and shall not award any work to any subcontractor without prior written approval of the County, which approval will not be given except upon the basis of written statements containing such information as the County may require.
- b. The Contractor shall utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors. If the Contractor desires to perform specialty work he shall submit a request to the County accompanied by evidence that the Contractor's own organization has successfully performed the work in question, is presently competent to perform the work, and the performance of the work by specialty subcontractors will result in materially increased costs or inordinate delays.
- c. The Contractor shall be as fully responsible to the County for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by him. The Contractor must ensure payment is made in full to any and all sub-contractors.
- d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards to terminating any subcontractor that the County may exercise over the Contractor under any provision of the Contract Document.
- e. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the County.

10. AUTHORITY OF PROJECT MANAGER:

The Project Manager or his representative shall act as the County's Technical Representative during the execution of this contract. He shall decide questions which may arise as to quality and acceptability of services and products furnished and work performed. He shall interpret the technical intent of the Contract Documents in a fair and unbiased manner. He will make random inspections to determine if the services are proceeding in accordance with the Contracts Documents. He shall judge as to the accuracy of quantities submitted by the Contractor in payment requests and the acceptability of the work which these quantities represent. The decisions of the Project Manager or his representative shall be final and conclusive and binding upon all parties to the Contract.

11. SEPARATE CONTRACTS:

- a. The County reserves the right to let other contracts in connection with this project. The Contractor

shall afford other Contractors reasonable opportunity for the execution of their work, and the Contractor and other Contractors shall properly connect and coordinate their work with each other.

If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer or his representative any defects in such work that render it unsuitable for such proper execution and results.

- b. The County may perform additional work related to the project with his own forces. The Contractor will afford the County reasonable opportunity for the execution of work, and shall properly connect and coordinate his work with theirs.

12. LAWS AND REGULATIONS:

- a. The Contractor's attention is directed to the fact that all applicable Federal, State and County laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The Contractor shall keep himself fully informed of all laws, ordinances and regulations of the Federal, State, County and municipal governments or authorities 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 orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall herewith report the same in writing to the County.
- b. He shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify the County and its agents the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees. Permits and licenses of a temporary nature, necessary for the prosecution of the work shall be secured and paid for by the Contractor.

13. NOTICE AND SERVICE THEREOF:

- a. All Notices, demands, requests, instructions, approvals, and claims shall be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in the Proposal (or at such other office as the Contractor may from time to time designate to the County in writing), or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to the County shall, unless otherwise specified in writing to the Contractor, be delivered to the County Purchasing Agent, Glynn County, Georgia. Any notice to or demand upon the County shall be sufficiently given if delivered to the Office of said Purchasing Agent or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Purchasing Agent or to such other representative of the County or to such other address as the County may subsequently specify in writing to the Contractor for such purposes.
- d. Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post or (in the case of telegrams) at the time of actual receipt, as the case may be.

14. SPECIFICATIONS:

The Special Conditions, Technical Specifications, Scope of Services, Contract Documents, and all supplemental documents, are considered essential parts of the Contract Agreement, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all work necessary to provide the services in an acceptable manner.

15. CHANGES IN THE CONTRACT:

a. **Changes in the Services.** The County may at any time, as the need arises, order changes within the scope of the services without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be negotiated culminate by the issuance of a Contract amendment. The Purchasing Agent, also, may at any time, by issuing a Contract amendment, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Purchasing Agent unless the Contractor believes that such order entitles him to a change in the fee or time or both, in which event he shall give the Purchasing Agent written notice thereof within fifteen (15) days after the receipt of the Contract amendment, and the Contractor shall not execute such amendments pending the receipt of an executed Notice to Proceed instruction from the County.

The County may, when changes are minor or when changes would result in relatively small changes in the Fee or Contract Time, elect to postpone the issuance of a Contract amendment until such time that a single amendment of substantial importance can be issued incorporating several changes. In such cases, the County shall indicate this intent in a written notice to the Contractor.

b. **Changes in Fee.** The Fee shall be changed only by a mutual agreement by the Contractor and the County transmitted as a Contract amendment. The value of any work covered by an amendment or of any claim for increase or decrease in the Fees shall be determined by one or more of the following methods in the order of precedence according to the following list:

- 1) By estimating the number of unit quantities of each part of the work which is changed and then multiplying the estimated number of such unit quantities by the fee Proposal for a unit quantity thereof.
- 2) The County shall fix the total lump sum value of the amendment in the work of the Contractor, and shall set out the price which shall be added to or deducted from the Fees.

The Contractor shall, when required by the County, furnish to the County an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered.

16. PAYMENTS AND COMPLETION:

a. **Breakdown of Cost.** Before the first application for payment, the Contractor shall submit to the Contract Technical Representative a breakdown of fees for the various portions of the work, including quantities if required by the Administrator, aggregating the total Fee prepared in such form as specified or as the Administrator and the Contractor may agree upon and supported by such data to substantiate its correctness as the Administrator may reasonably require. This schedule, when approved by the Administrator, shall be used only as a basis for the Contractor's application for payment.

b. **Certificate for Payments.** If the Contractor has made application for payment as above, the

Contract Technical Representative will validate the application for such amount as is determined to be properly due, or state in writing the itemized and specific reasons for withholding an application as provided herein. After the Administrator has validated the application for payment, the County shall pay to the Contractor, within thirty (30) days, the amount covering services or work performed or completed. No application for payment, nor any payment, shall constitute an acceptance of any work or service not in accordance with the Contract Documents.

- c. **Failure of Payment.** If the Contract Technical Representative should fail to approve an application for payment, through no fault of the Contractor, within seven (7) days after receipt from the Contractor, or if the County should fail to pay the Contractor within thirty (30) days after receipt of the Contract Technical Representative's approval for Payment, then the Contractor shall receive interest on the balance due with the interest being one percent (1%) per month not to exceed three (3) months (3%). The County reserves the right to reject the Administrator's certification of any application for payment by the Contractor without the accrual of interest.
- d. **Governing Document** All parties expressly agree that the provisions of the Georgia Prompt Pay Act, Title 13, Chapter 11, of the Official Code of Georgia Annotated, are superseded by the terms and conditions of this agreement.

17. CONTRACTOR'S CLAIM:

No claim for additional or other compensation beyond the fees shall be allowable unless the Contractor makes and continuously maintains written demand therefor within thirty (30) days of the occurrence of any event which given rise to such claim.

18. CONTRABAND:

Employees of the successful Proposer shall not enter County Buildings with goods or products that shall be considered contraband, i.e. drugs, drug paraphernalia, tobacco products smokeless or otherwise, etc.

19. OFFICE HOURS:

Normal working hours for the office buildings are Monday through Friday, 8:00 A.M. to 5:00 P.M.

20. WORK SCHEDULING:

The successful Proposer shall arrange his work schedule as directed in the Scope of Services and approved by the Contract Technical Representative.

21. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

Pursuant to O.C.G.A. § 13-10-91 (Georgia Security and Immigration Compliance Act), every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program. No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.

No contractor or subcontractor shall enter into a contract or subcontract with a public employer in connection with the physical performance of services within this state unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.

- Contractor acknowledges that the awarding of this contract is conditioned upon initial and ongoing compliance by the contractor and any subcontractor with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor;
- The requirements of O.C.G.A. § 13-10-91 pertaining to registering and participating in a federal work authorization program apply to public employers, their contractors, and subcontractors, as follows:
 - (a) On or after July 1, 2007, to contractors and subcontractors of 500 or more employees;
 - (b) On or after July 1, 2008, to contractors and subcontractors of 100 or more employees; and
 - (c) On or after July 1, 2009, to all other contractors or subcontractors.
- Contractor agrees that in the event it employs or contracts with any subcontractor(s) in connection with this contract, Contractor shall secure from the subcontractor(s) an indication of the employee-number category applicable to the subcontractor.
- Contractor agrees that its compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor shall be attested by execution of the Contractor Affidavit which is attached hereto and which shall be a part of this contract.
- Contractor agrees that, in the event it employs or contracts with any subcontractor(s) in connection with this contract, Contractor shall secure from the subcontractor(s) an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor by the subcontractor's execution of a Subcontractor Affidavit provided by Glynn County. Contractor shall maintain records of such attestation for inspection by Glynn County at any time. The Subcontractor Affidavit shall become a part of the contractor/subcontractor agreement.

22. CONTRACT PERIOD:

It is anticipated that a contract, if awarded, will be for a period of twelve consecutive months beginning upon receipt of a Notice of Award, with the option of four additional twelve-month extensions.

-End of This Section-

REQUEST FOR PROPOSAL

DEFINED BENEFIT PENSION PLAN CONSULTING RFP #01032

SECTION B

INTRODUCTION

1.0 LOCATION

Glynn County is located on the Southeastern part of the State of Georgia. Its Northern boundary is formed by the Altamaha River, Wayne and Brantley Counties on the west, Camden County on the south, and the Atlantic Ocean on the east. As a favorable consequence of its geology, the County has the Port of Brunswick. The Port has been of immense economic benefits to Glynn County.

By roadway, Brunswick is located: 78 miles from Savannah, 315 miles from Atlanta, 225 miles from Macon, 262 miles from Columbus, and 180 miles from Albany. Jacksonville, Florida is located 79 miles from Brunswick.

2.0 TOPOGRAPHY

Glynn County lies within the Lower Coastal Plain Physiographic Province and has topography typical of this province of very gently rolling uplands interspersed with low lying swampy area. Elevations range from sea level along the coast to forty five feet in the western part of Glynn County. The County encompasses 423 square miles.

3.0 POPULATION

The most recent census established the population of Glynn County at just below 83,000.

-End of This Section-

REQUEST FOR PROPOSAL

DEFINED BENEFIT PENSION PLAN CONSULTING SERVICES RFP #01032

SECTION C

PROGRAM SERVICES

1.0 GENERAL

The Board of Commissioners of Glynn County, Georgia (“the Owner”) seeks proposals from interested qualified professionals to provide consulting services and guidance regarding freezing, closing or terminating (annuitizing) the Glynn County, Georgia Defined Benefit Pension Plan (the “DBPP”) and replacing the DBPP with a defined contribution plan or hybrid program, as detailed in the Scope of Services within Section C – 2.0 of this RFP.

2.0 SCOPE OF SERVICES

The successful contractor shall conduct a thorough analysis of the current DBPP and offer professional advice regarding the DBPP, including, but not limited to, the following:

- Reviewing and evaluating the DBPP;
- Developing a plan to freeze, close, and/or terminate (annuitizing) the DBPP;
- Preparing a study which details cost implications, advantages and disadvantages, impact on participants, risks, and other related considerations with regard to freezing, closing, or terminating (or annuitizing) the current DBPP;
- Preparing a cost and funding analysis regarding a hard freeze vs. a soft freeze;
- Preparing an actuarial savings study for maintaining a defined contribution or hybrid program in lieu of the DBPP;
- Consulting on the impact on the Owner’s financial statements/budget;
- Consulting on the impact on the DBPP’s unfunded actuarial liability and required contributions (including an analysis on the percentage of payroll);
- Recommending an alternative defined contribution plan or hybrid plan program; and
- Guidance on administrative and fiduciary issues associated with establishing a defined contribution or hybrid program, including investment considerations.

The contractor will guide the Owner through options with its DBPP and will make the Owner aware of the options for freezing, closing, terminating (annuitizing), continuing, replacing, etc. the DBPP. The contractor will compare the current DBPP features, benefits, and funding costs to all potentially appropriate defined contribution retirement or hybrid plan options and will also explain the potential sponsor fiduciary and funding risks for each type of retirement program, including the current DBPP.

Please provide a narrative that addresses the following:

Firm Information

1. Please tell us about your firm. Briefly describe your firm’s history, its ownership, lines of business and the individual or team that would be working on our account.
2. Who is the contact for this RFP? Please provide the name and contact information.

3. How many years has your firm been servicing retirement plan clients? How many are in Georgia? How many are government clients?
4. What is the total number of employees in the firm?
5. Do you use sub-contractors? If yes, who and for what services?
6. What is the total number of clients with defined benefit plans under your advisement? What is the total number of clients with defined contribution plans under your advisement (e.g., 401(k)/403(b)/401(a) profit sharing or money purchase plans, governmental 457, 457(b), and 457(f) plans). How many governmental plans are under your advisement?
7. Number of client plans with whom your firm has regular quarterly contact.
8. Number of client plans added over the past 24 months? Number lost over the past 24 months?
9. Please list the types of services your firm offers retirement plans.
10. How does your firm define and measure the success of retirement plan consulting relationships?
11. Please list the federal, state, and other regulatory agencies with which your firm is licensed or registered, and the type of license held.
12. Has your firm or any advisor of your firm been found guilty of any violation or paid any fines because of violations of securities regulations or ERISA?
13. Is your firm bonded/insured? If so, to what amount?
14. Please describe your firm's experience with counseling clients about freezing, closing, terminating (annuitizing) and/or replacing a defined benefit plan. How many clients/plans have you advised regarding these services? What were the sizes of the plans? Were any of the plans governmental plans? What entity did you use to insure the current, vested and future benefit obligations, including, but not limited to, benefits, vesting, and funding sources?
16. Please provide a current list of representative clients.
17. Please list four reference clients similar to our organization in terms of size. May we contact them?

The Service Team

1. Describe your service model to our plan (staff, responsibilities, interactions with our plan, frequency of in-person meetings, frequency of conference calls, group meetings, etc.).
2. Primary contact for our relationship: Name and all contact information.
3. How many years has this contact person been with the firm?

4. How many plans does this team support and what is the average plan size?

Advisory Services

1. Describe your process for evaluating a defined benefit plan and counseling about freezing, closing, terminating (or annuitizing), and/or replacing the plan with a defined contribution plan or hybrid program.
2. What reports, studies, or other information do you typically provide? Please provide a sample report.
3. Do you have experience preparing actuarial savings studies?
Are there any services that you provide that are not listed above but would be beneficial to add?

Provider / Vendor RFP Services

1. Describe your service provider search RFP service and process.
2. In the past 36 months, how many TPA / Recordkeeper / Trustee searches have you conducted for the defined contribution and defined benefit plans your firm supports?
3. How many of these resulted in a change in TPA/Record keeper Trustee?
4. List the top three TPA/Record keepers/Trustees that you have recommended.

Fees

1. How is your firm compensated for services? Describe the transparency efforts utilized by your firm addressing plan costs/fees.
2. Please describe any and all fees for services under this proposal.
3. List any other services that are not included in this RFP which your firm may offer (for example provider/vendor RFP services), including associated fees.
4. Are you willing to guarantee your fees for a specific period of time?
5. How is the fee your firm would charge to us determined? Are there any special fees, charges or expenses of any kind not included in fees?
6. Does your firm provide written agreement or a letter of engagement detailing services provided to our plan? If so, please include a sample.

Overall, what differentiates your firm – why should we select you?

REQUEST FOR PROPOSAL

DEFINED BENEFIT PENSION PLAN CONSULTING SERVICES RFP #01032

SECTION D

PROPOSAL FEE FORM

PROPOSAL FROM: COMPANY NAME:

COMPANY ADDRESS:

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Proposal Price and within the Proposal Times indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Invitation and Instructions to Proposers, including without limitation those dealing with the disposition of Proposal security. This Proposal will remain subject to acceptance for 60 days after the day of Proposal opening, or for such longer period of time that Proposer may agree to in writing upon request of Owner.
3. In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:
 - (a) Proposer has examined and carefully studied the Plans (if any), Specifications for the work, Deliverables and contractual documents relative thereto, and has read all Technical Provisions, Supplementary Conditions, and General Conditions, furnished prior to the opening of Proposals; that Proposer has satisfied himself relative to the work to be performed.
 - (b) Proposer further acknowledges hereby receipt of the following Addenda:

ADDENDUM NO.	DATE

Proposers are advised that it is their responsibility to verify that any and all amendments have been received prior to submission of the Proposal. In case any Proposer fails to acknowledge receipts of any such amendments in the space provided on the Proposal form, the Proposal will nevertheless be construed as though the amendment have been received and acknowledged, and the submission of the Proposal will constitute acknowledgement of the receipt of amendments.

- c) Proposer has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
- d) Proposer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- e) Proposer is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Proposal is submitted as indicated in the Proposal Documents.
- f) Proposer has correlated the information known to Proposer, information and observations obtained from visits to the site, reports and drawings, if any, identified in the Proposal Documents and all additional examinations, investigations, explorations, tests, studies and data with the Proposal Documents.
- g) Proposer has given County Contract Administrator, if any, written notice of all conflicts, errors, ambiguities or discrepancies that Proposer has discovered in the Proposal Documents and the written resolution thereof by County Contract Administrator is acceptable to Proposer. The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.
- h) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from Proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the Owner.

4. Proposer will complete the Work in accordance with the Contract Documents for the following price(s):

Consulting Services		
Description	Unit of Measure	Amount
Fee for advice on plan freeze, closure, and /or termination which includes the following studies, reports, and other documents: <ul style="list-style-type: none"> • • • 		
Fee for advice on replacing the plan with a defined contribution or hybrid program which includes the following studies, reports, and other documents: <ul style="list-style-type: none"> • • • 		

*****NOTE*** The prices listed above are to be inclusive of performing all Scope of Services as described within this RFP.**

Note: While it is your responsibility to include all required documents you are reminded that, you must attach the following documents to this Proposal form and you must acknowledge the following:

- Proposal Fee Form**
- Representation**
- Oath**
- Acknowledge Addendum/Amendments**
- Georgia Security and Immigration Compliance Act Requirements as required (Failure to return required documents with your Proposal will render your Proposal non-responsive.)**
- Request for Local Preference Consideration (ensure all necessary documents are submitted with proposal).**

5. Proposer accepts the provisions, if any, of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. Communications concerning this Proposal shall be addressed to:

Glynn County, Georgia
Purchasing Division
Attn: Keri Moreland
1725 Reynolds St., Suite 300
Brunswick, Georgia 31520
Voice: 912 554-7135
Email: kmoreland@glynncounty-ga.gov

7. Terms used in this Proposal which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions of Instructions.

SUBMITTED on _____, _____

COMPANY REPRESENTATIVE'S NAME:

TITLE:

E-MAIL ADDRESS

Comments: _____

OATH
(To be submitted with proposal)

State of Georgia
County of Glynn

I, _____ (name of individual), solemnly swear that in the procurement of the contract for **DEFINED BENEFIT PENSION PLAN CONSULTING SERVICES , RFP #01032** that neither I, nor any other person associated with me or my business, corporation or partnership, has prevented or attempted to prevent competition in the Proposal or proposals of said project or from submitting a Proposal or proposal for this project by any means whatever.

Lastly, I swear that neither I, nor any other person associated with me or my business, Corporation or partnership has caused or induced any other Proposer or Proposer to withdraw his/her Proposal or proposal from consideration for this project. Said oath is filed in accordance with the requirements set forth in O.C.G.A. § 36-91-21 (e).

This _____ day of _____, _____.

Name of Party _____

Corporate or Partnership Name _____

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

NOTARY PUBLIC
My Commission Expires:

(SEAL)

**REQUEST FOR PROPOSAL
DEFINED BENEFIT PENSION PLAN CONSULTING SERVICES RFP #01032**

SECTION E

PROPOSAL REQUIREMENTS

1.0 INTRODUCTION

1.1 Overview:

The Proposers shall provide detailed information so as to demonstrate its understanding of the services requested. Submission is to be created as per the required scope of services location in Part C, Section 2.0 located within this Request for Proposal.

1.2 Documents:

Glynn County is not interested in elaborate brochures. All documents will be typewritten on standard 8-1/2" x 11" white paper bound in three-ring binders in two volumes (Volume 1 – Technical Proposal and Volume II – Cost Proposal). Exception would be schematics, exhibits, photographs or other information necessary to facilitate the County's ability to accurately evaluate the proposal. The Proposers are to submit one (1) original and three (3) copies of Volume 1 – Technical Proposal and one (1) original Fee Proposal.

1.3 Submission:

The Proposers shall package and seal its proposals so that they will not be damaged in mailing. Technical and Fee proposals are to be packaged and sealed **separately**. Proposers are reminded that under Georgia law, all **opened** documents fall under the open records act and are subject to inspection by the public. Proposers are reminded that documents and information in the possession of Glynn County will be treated as confidential/proprietary information only to the extent permitted by the Georgia Open Records Act, and will be exempt from disclosure to a third party only to the extent permitted by the Georgia Open Records Act. Should you believe that your Proposal contains any trade secrets you must submit an affidavit, along with the Proposal/proposal, that states that specific portions of the Proposal/proposal contain trade secrets as defined by Georgia law (Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia). Furthermore the **affidavit must be detailed, citing specifically (citing paragraphs, articles, provisions, pages, etc.)** the portions of the Proposal/proposal containing any trade secrets. Accordingly, proprietary information and/or data can not be withheld from public inspection. All proposals and supporting documents will be submitted in accordance with the **"Instructions to Proposers"** Section.

A prospective service provider's response shall include, at a minimum, the following information. Please note that the proposal should address the requirements in a clear and concise manner in the order stated herein.

Proposals must be tabbed as follows and must include, in the applicable tab, the information/documents specified. Proposals that do not adhere to the following format or include the required information/documents may be considered incomplete and therefore non-responsive.

TAB 1- Executive Summary

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized

to make representations for the Proposers, their title(s), address(es), telephone, and e-mail address. The summary must be limited to a maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

TAB 2— Experience and Ability

This RFP is for consulting services for the Glynn County, Georgia Defined Benefit Pension Plan. The Glynn County Board of Commissioners has the right to increase or decrease the Contractor's assignment and/or areas of operation within the scope of this contract upon mutual agreement by both parties.

The proposal should provide a detailed outline of how work will be accomplished. At a minimum, the proposal should address the related questions in Section C; 2.0 Scope of Services.

TAB 3— Past Performance

The proposal will address how the Proposers have previously provided the services detailed required in the scope of services. Include any related questions in Section C; 2.0 Scope of Services.

The Proposers shall provide at least three (3) references for contracts of a similar size and scope, (if available) including at least two references for current contracts or those awarded during the past five years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. Also provide a description of any conflicts occurring over the last five (5) years with these or any other contract for similar work.

TAB 4— Understanding and Approach of Project Requirements

The Proposers shall provide their interpretation of what is required to meet the needs of the County. The Proposer will use this document to provide their knowledge and experience to develop their understanding of this project. The Proposers are urged to develop scenarios or examples to fully explain their position. A detailed description of the Contractor's project approach including elements to be performed by the Contractor and elements expected to be performed by County staff.

TAB 5— Sample of a Completed Findings Report

The Proposers shall provide a completed separate sample for Findings/Suggestion Report. Please remember to submit an affidavit for any and all information declared a Trade Secret as directed in Section F, 1.0, 1.3 of this RFP.

2.0 PROPOSAL EVALUATION FACTORS

It is the County's intent to evaluate the proposals based on technical merit and price. It is the intent of the County to choose the Proposer whose proposal provides the highest value to the County. The County reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the County's opinion, such rejection is in the best interests of the County. The County reserves the right to seek Additional/supplemental representation on specific issues as needed.

2.1 Technical Evaluation Method

Each proposal will be reviewed by a team of qualified individuals. Their proposal review and evaluation will be subjective; however, the weighting values are established to minimize that subjectivity. The following delineates the value attributed to each section.

<u>SECTION</u>	<u>WEIGHT</u>
Company/Personnel Experience	30%
Project Understanding/Technical Approach	38%
Local Preference	2%
Technical Total:	70%
Fee	30%
Total	100%

Note: While the evaluation team will review the proposal in its entirety and may consider anything that they find relevant, particular emphasis is placed on the following:

Company Experience - provide detailed information relative to Proposer's general qualifications as well as qualifications specific to this project; past performance record on similar work, corporate history and team organization.

Project Understanding - provision of adequate, specific, information regarding the Proposer's technical approach to this project. Such information shall include, but not be limited to:

- Specific technical approach information
- Proposed sub-contractors
- Personnel experience-general as well as specific qualifications and experience of individuals.

3.0 Cost Proposal

Each Proposer is required to submit a cost proposal as part of its response. The cost proposal will be evaluated and scored in accordance with scoring criteria. By submitting a response, the supplier agrees that it has read, understood, and will submit a Proposal by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the resulting contract; and
2. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the RFP, will be treated as non-responsive and may not be considered for award; and
3. In the event there is discrepancy between the Proposer's unit price and extended price, the unit price shall govern;
4. In the event there is a discrepancy between (1) the Proposer's pricing as quoted on the RFP's provided cost worksheet and (2) the Proposer's pricing as quoted by the Proposer in one or more additional documents, the former shall govern; and

5. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the RFP or contract.

3.1 Cost Structure and Additional Instructions

The County's intent is to structure the cost format in order to facilitate comparison among all Proposers and foster competition to obtain the best market pricing. Consequently, the County requires that each Proposer's cost be in the format outlined below. Additional alternative cost structures will not be considered. Each supplier is cautioned that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the supplier's proposal.

Enter all information directly into the cost sheet(s). Enter numbers on each cost sheet in "number" (two-place decimal), not "currency" or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no offer".

Based on the total score of the Technical and Cost proposals, the Board of Commissioners may choose a Proposers with whom to negotiate the final project methodology / scope, fees, and schedules with a view toward entering into a contractual agreement. **This RFP Technology/Cost split will be 70/30.**

NOTE: The BOC reserves the right to accept a proposal, as submitted, and enter directly into a contractual agreement with that selected Proposers. Accordingly, it is imperative that all Proposers present their best technical and cost offers in their initial submission.

4.0 ORAL PRESENTATION

Following the evaluation of the proposals, the Team, may request the top ranking firm(s) to make an oral presentation and/or be interviewed. If a determination is made that presentations are necessary, they will take place in Brunswick, Georgia at a mutually acceptable date and time that will be promulgated by the Contract Administrator.

5.0 NEGOTIATIONS

Following any presentations, the finalist(s) shall be re-evaluated. Should it become necessary, the Contract Administrator shall negotiate with the Proposer(s) whose proposal(s) is/are determined to be most advantageous to the County.

6.0 CONTRACT FORMATION

If the negotiation produces mutual agreement, the draft contract provided herein shall be

constructed and forwarded to the successful Proposer for execution and then to the County's Board of Commissioners for acceptance. The draft contract format will be the **only** acceptable document for execution. **Glynn County will not entertain or accept any exceptions or amendments to the contract format provided unless mutually agreed upon prior to execution.**

REPRESENTATION AFFIDAVIT
(To be submitted with proposal)

This proposal is submitted to Glynn County, Georgia Board of Commissioners (County) by the undersigned who is an authorized officer of the company and said company is licensed to do business in Georgia and Glynn County. Further, the undersigned is authorized to make these representations and certifies these representations are valid. The Proposer recognizes that all representations herein are binding on the Company and failure to adhere to any of these commitments, at the County's option, may result in a revocation of the granted contract.

Consent is hereby given to the County to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the Proposer.

The Proposer understands that, at such time as the County decides to review this proposal, additional information may be requested. Failure to supply any requested for information within a reasonable time may result in the rejection of the Proposer's proposal with no re-submittal rights.

The successful Proposer understands that the County, after considering the legal, financial, technical, and character qualifications of the Proposer, as well as what in the County's judgment may best serve the public interest of its citizens and employees, may grant a contract.

The successful Proposer understands that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same, and is in all respects fair and without collusion or fraud. I understand that collusive Proposal is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Company Name: _____

Authorized Person: _____ Signature: _____
(Print/Type)

Title: _____ Date: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Name and telephone number of person to whom inquiries should be directed:

Name: _____

Address: _____

Title: _____ Telephone: _____

Fax: _____ E-mail: _____

GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-01-02 by executing the Contractor Affidavit in accordance with the requirements of the Georgia Security & Immigration Compliance Act.

-Affidavit to Follow-

CONTRACTOR AFFIDAVIT AND AGREEMENT

(Failure to submit will render Proposal non-responsive You must use this form, you must be enrolled in this program, you must include your user E-Verify ID #)

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 contracting with Glynn County has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with O.C.G.A. § 13-10-91. Further, the undersigned contractor states affirmatively that the individual, firm, or corporation contracting with Glynn County will continue to utilize and participate in the EEV federal work authorization program throughout the term of this contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Glynn County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form provided by Glynn County. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Glynn County at the time the subcontractor(s) is retained to perform such service.

E-Verify Number

Contractor Name

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE DAY OF _____,
20.

Notary Public
My Commission Expires: _____

Note: As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security in conjunction with the Social Security Administration (SS)

GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to the Glynn County Board of Commissioners, Purchasing Division, with the executed contract documents.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by the Glynn County Board of Commissioners at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

-Affidavit to Follow-

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with (_____) (name of contractor) on behalf of Glynn County has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

E-Verify Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Subcontractor Name

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE DAY OF _____, 20____

Notary Public
My Commission Expires: _____

EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE

EEO Plan: The successful Proposer will develop and implement an EEO policy that, as a minimum, will recruit, hire, train, and promote, at all levels, without regard to race, color, religion, national origin, sex, or age, except where sex or age is a bona fide occupational qualification.

EEO For Veterans/Handicapped: The successful Proposer will also provide equal employment opportunities for qualified disabled veterans, handicapped persons and veterans of the Vietnam Era.

EEO For Successful Proposer Programs: The successful Proposer, will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and successful Proposer-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory. That these decisions are administered on the basis of an evaluation of an employee's eligibility, performance, ability, skill and experience.

EEO Acquisitions: The successful Proposer will develop and implement a policy that will give equal opportunity to the purchase of various goods and services from small businesses and minority-owned businesses.

Does the Proposer have the above EEO policy in place?	Y	N

If the answer to the above is no, will the Proposer have such a policy in place prior to commencing work on this project:	Y	N

Statement of Assurance: The Proposer herein assures the County that it is in compliance with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it does not on the grounds of race, color, national origin, sex, age, handicap, or veteran status, discriminate in any form or manner against employees or employers or applicants for employment and is in full compliance A.D.A.

(Firm's Name)

(Authorized Signature)

_____/_____
(Title) (Date)

LEGAL AND CHARACTER QUALIFICATIONS

Convictions: Has the Proposer (including parent corporation, if applicable) or any principal ever been convicted in a criminal proceeding (felonies or misdemeanors) in which any of the following offenses were charged?

		Y	N
a	Fraud		
b	Embezzlement		
c	Tax Evasion		
d	Bribery		
e	Extortion		
f	Jury Tampering		
g	Anti-Trust Violations		
h	Obstruction of justice (or any other misconduct affecting public or judicial officers' performance of their official duties)		
i	False/misleading advertising		
j	Perjury		
k	Conspiracy to commit any of the foregoing offenses		

Civil Proceedings: Has the Proposer or any principal ever been a party, or is now a party, to civil proceeding in which it was held liable for any of the following?

		Y	N
a	Unfair/anti-competitive business practices		
b	Consumer fraud/misrepresentation		
c	Violations of securities laws (state and federal)		
d	False/misleading advertising		
e	Violation of local government ordinance		

License Revocation:

	Y	N
Has the Proposer or any principal ever had a business license revoked, suspended, or the renewal thereof denied, or is a party to such a proceeding that may result in same?		

Responses: If "yes" is the response to any of the foregoing, provide information such as date, court, sentence, fine, location, and all other specifics for each "yes" response.

Principals: The full names and addresses of persons or parties interested in the foregoing Proposal, as principals, are as follows:

NAME

ADDRESS

References: The Proposer lists below work he has done of similar nature as this solicitation, as references that will afford the County opportunity to judge as to experience, skill, business standing, and financial ability.

CONTACT PERSON	TITLE	PHONE NUMBER/EMAIL

-End of This Section-

SAMPLE CONTRACT NUMBER C-16-XXXX-01032
CONTRACT FOR SERVICES
BY AND BETWEEN
GLYNN COUNTY BOARD OF COMMISSIONERS
AND

This Agreement made and entered into by and between Glynn County, Georgia, party of the first part (hereinafter called the "County") and _____ party of the second part (hereinafter called the "Contractor"); and

WHEREAS, The Glynn County Board of Commissioners at their _____, ____ meeting awarded the **Defined Benefit Pension Plan Consulting Services** Proposal for the hereinafter referred to as the Project (Solicitation RFP #01032) and;

WHEREAS, the Contractor and the County for the consideration hereinafter named, agree and acknowledge that:

Part A: Contract Form

ARTICLE 1. The Contractor agrees to provide all the staff, facilities, materials, equipment and labor necessary to carry out, in good faith, the complete requirements of the project specified as **Defined Benefit Pension Plan Consulting Services**, in strict conformity with all sections of Solicitation RFP (#01032), hereinafter set forth, whose program services together with the Contractor's Proposal, the Advertisement for Proposals, Instructions to Proposers, General Conditions, Representations, this Agreement, and all addenda hereto annexed, shall form essential parts of this Agreement as if fully contained herein.

ARTICLE 2. The Contractor agrees to commence the project included in this Contract on a date to be specified in a written Notice to Proceed.

ARTICLE 3. The County agrees to pay the Contractor, in current funds, for the performance of this Contract, _____ which sum shall also pay for all loss or damage arising out of the nature of the project aforesaid, or from unforeseen obstructions or difficulties encountered in the performance of the project and for all expenses incurred by, or in consequence of the project, its suspension or discontinuance, and for well and faithful completion of the project and the whole thereof, as herein provided.

ARTICLE 4. The County and Contractor agree that the Specifications, and all Addenda thereto together with this Agreement, form the Contract and that such Specifications are as fully a part of the Contract as if attached or herein repeated. The Contractor, recognizing the particular requirements of the County budgetary process, agrees to waive the terms of O.C.G.A. Section 13-11-1 et seq., known as the "Georgia Prompt Pay Act". Contractor agrees that the work and services required by this contract may require inspection and approval of the County's engineers or consultants and that the time for payment shall be tolled for a reasonable time as required for said inspection and approval. Contractor further agrees to toll the time for payment hereinunder for an additional and reasonable period of time for the Contract Technical Representative overseeing the project or work contemplated by this agreement to approve the work and/or services performed. Once the necessary installation and approvals by the engineers or consultants and Contract Technical Representative have been made, the County shall have 30 working days from approval by the Contract Technical Representative in which to pay the Contractor; subject to any documentation requests by the County as necessary to allow the County to evaluate the completeness and accuracy of monies due. A ten (10%) percent retainage may be instituted by the County at any time in accordance with laws of the State of Georgia.

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To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the County, Engineer, Engineer's Consultants and the Officers, Directors, Employees, Agents, and other Consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the Contractor, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

This agreement consists of parts.

- Part A: Contract Form
- Part B: Affidavit of Payment of Claims
- Part C: Certificate of Insurance
- Part D: Drug Free Workplace
- Part E: Special Conditions

Contractor agrees to perform the project as contemplated herein in a manner that does not jeopardize the safety of Contractor's workers, County personnel or any other person. In addition, Contractor agrees to perform the project contemplated herein in a manner that poses no threat to the environment or violates any federal, state or local statute, ordinance, rule or regulation regarding environmental concerns.

Contractor agrees to comply with the laws of Georgia which require authorization or licensing to conduct business in the State. Notwithstanding statutory exemptions or exclusions, Contractor agrees to subject itself to the jurisdiction and process of the Courts of the State of Georgia as to all matters and disputes arising or to arise under this Agreement and the performance thereof, including all issues relating to liability for taxes, licenses or fees levied by the State. Contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be brought in any court in Glynn County, Georgia.

Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with said Secretary. Contractor, by the execution and delivery of this Contract, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Glynn County, Georgia and in any said action or proceeding. Contractor hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non convenes or any similar basis.

Contractor shall take affirmative action in complying with all federal and State requirements concerning provision of services or fair employment and treatment of all applicants for employment without regard to or discrimination based on race, color, religion, sex, national origin or disabilities (particularly in regard to the Americans with Disabilities Act.)

Contractor assumes sole responsibility for completion of the work undertaken pursuant to this Agreement. The County shall consider Contractor the sole point of contact with regard to contractual matters. Sub-contracting of any part of the work or service contemplated by this Agreement may not be entered in by

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Contractor without prior written approval by the County.

Contractors and all approved subcontractors shall compensate its employees, at a rate equal to or greater than the prevailing local wage rate in Glynn County as determined and announced by the Wage and Hour Division of the U.S. Department of Labor.

To the fullest extent permitted by law, contractors and subcontractors shall comply with the Official Code of Georgia, Section 34-9-410 et seq., as amended from time to time. Proof of Certification of Drug Free Workplace Programs under the named statute shall accompany each Proposal for public improvements projects submitted to the County for consideration.

No assignment or transfer of this Agreement or any right accruing here under shall be made in whole or in part by Contractor without the express written consent of the County.

A waiver by either party of any breach of the provisions hereof shall not be deemed a waiver of any succeeding breach of such provision or any other provision of this Agreement.

Should any term, provision or other part of this Agreement be declared illegal or unenforceable, it shall be excised or modified to conform to the appropriate laws or regulations, and the remainder of the Agreement shall not be affected but shall remain in full force and effect.

The provisions, covenants, and conditions in this Agreement apply to and bind the parties, their legal heirs, representatives, successors and assigns.

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties hereto.

This Agreement constitutes the final and complete agreement and understanding between the parties regarding the subject matter hereof. All prior and contemporaneous Agreements and understandings, whether oral or written, are to be without effect in the construction of any provisions or term of this Agreement if they alter, vary or contradict this Agreement.

The Contractor and the County, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement under their respective seals as of the date last written below in two (2) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original contract.

GLYNN COUNTY, GEORGIA

By: _____

Bill Brunson

Title: Chairman, Board of Commissioners
Glynn County, Georgia

(Seal)

Attest: _____

Cindee Overstreet

Title: County Clerk

Date: _____



CONTRACTOR:

Company Name

Signed and sealed in
the presence of:

By: _____

Title: _____

(Seal)

1. _____

2. _____

Attest: _____

(Corporate Secretary)

Title: _____

Date: _____

PART B

**AFFIDAVIT OF PAYMENT OF CLAIMS
(Submitted with Final Invoice)**

On this _____ day of _____, 20____ appeared before me,
_____, a Notary Public, in and for
_____, and being by me first duly sworn states that all subcontractors
and suppliers of labor and materials have been paid all sums due them to date for work performed or
material furnished in the performance of the contract between:

Glynn County Board of Commissioners (County) and _____(Contractor),
last signed _____, 20____ for the **Defined Benefit Pension Plan Consulting Services.**

BY: _____

TITLE: _____

DATE: _____
(Seal)

Subscribed and sworn to before the _____ day
of _____, 20____

My commission expires on the ____ day
Of _____, 20____

NOTARY PUBLIC

(Notary Seal)

PART C

STATEMENT OF INSURANCE COVERAGE

This is to certify that

(Insurance Company)

of

(Insurance Co. Address)

has issued policies of insurance, as identified by a policy number to the insured name below, and that such policies are in full force and effect at this time. Furthermore, this is to certify that these policies meet the requirements described in the General Conditions of this project; and it is agreed that the insurer will endeavor, if allowed by the policy, to provide the Owner thirty (30) calendar days' notice of nonrenewal, cancellation, or termination of the coverage. Such notice shall be delivered to:

Glynn County Georgia Board of Commissioners, Purchasing Agent, 1725 Reynolds St., Suite 300, Brunswick, Georgia 31520.

It is further agreed that Glynn County Board of Commissioners shall be named as an additional insured on the Contractors policy

1. Insured:

2. Project Name : **Defined Benefit Pension Plan Consulting Services**

3. Project Number: **RFP #01032**

4. Policy Numbers(s): _____

DATE:

(INSURANCE COMPANY)

ISSUED AT:

(AUTHORIZED REPRESENTATIVE)

ADDRESS: _____

**NOTE: Please attach Certificate of Insurance form to this page
(Attach any endorsements)**

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PART D

DRUG FREE WORK PLACE CERTIFICATION

In order to have a drug- free workplace, a business shall:

Publish a statement notifying employees that the unlawful, manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

As a condition of working on the commodities or contractual services then under Proposal, the employee shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require satisfactory participation in a drug abuse assistance or rehabilitation program if such in available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Company Name

Authorized Signature

Print Name

Title

Date:_____

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PART E
SPECIAL CONDITIONS

01 - GENERAL CONDITIONS

The General Conditions of the Contract shall apply to all work in this Contract except as otherwise specified in these Special Conditions. Requirements of these Special Conditions supersede those of the General Conditions.

02 – PLANS

The attached plans, if any, form a part of this contract:

03 - TECHNICAL SPECIFICATIONS

The "Technical Specifications" (hereinafter referred to as "Specifications"), must be complied with during the execution of this project. In the event a conflict between the "Plans" and these "Specifications" is discovered, the Contractor shall obtain clarification as to how to proceed from the Contract Technical Representative listed below. If the conflict is minor, the project may proceed with verbal agreement from both parties. Should the conflict be considered major by either party, a written agreement in the form of a change order or amendment must be executed.

04 - NOTICE

Notice requirements as stated herein shall be satisfied by posting written notice to the following representatives:

A. Contract Administration

The Contract Administrator for this Request for Proposal (RFP) shall be Keri Moreland, (912) 554-7135. The Contract Administrator shall act as the County's Representative during the execution of any subsequent contract and related amendments. She will evaluate any contract disputes in a fair and unbiased manner. The decisions of the Contract Administrator shall be final and conclusive and binding upon all parties to the Contract. Any contractual questions arising during the proposal period or during the contract period(s) are to be addressed to the Contract Administrator at the following address:

Glynn County Georgia Board of Commissioners
Attn: Keri Moreland, Purchasing Agent
1725 Reynolds St., Suite 300
Brunswick, GA 31520
Phone (912) 554-7135 E-Mail: kmoreland@glynncounty-ga.gov

B. Contract Technical Representative

The Contract Technical Representative is the County's day-to-day manager of the services contracted for. She shall provide the successful Proposer direction and monitor the results within the limits of the contract's terms and conditions. She will decide questions which may arise as to quality and acceptability of services performed. She shall judge as to the accuracy of quantities submitted by the successful Proposer in payment requests and the acceptability of the services which these quantities represent. She will be the point-of-contact for developing contract changes and amendments to be approved by the County and executed by the Contract Manager. Any technical questions arising, subsequent to contract award, are to be addressed to the Contract Technical Representative at the following address:

Glynn County Finance Department
Attn: Tonya Miller
1725 Reynolds Street
Brunswick, Ga. 31520
Phone: (912) 554-7120 Email: tmiller@glynncounty-ga.gov

05-SPECIAL INSPECTIONS: There are no "Special Inspections" required for this project.

-End of this Section-