

GENERAL SPECIFICATIONS

It is the intent of these specifications to furnish Echols County with the following requisitioned equipment/service, according to the attached. It is clearly understood that the following are minimum specifications and are made in order to show the exact specifications of the equipment/service proposed.

The bidder agrees that Echols County reserves the right to waive technicalities and to reject any or all bids.

If you have any questions, please call the phone number listed on the cover page.

Depending upon the purchase price, the Purchasing Agent or Echols County Board of Commissioners will make the final decision of purchase.

All sealed bids must have the Bid Number and Name of Vendor submitting the bid located on the front of the envelope. Sealed bids are due and opened on the date and time listed on the front cover page.

NO BID WILL BE CONSIDERED IF RECEIVED AFTER THE DATE AND TIME SPECIFIED!

Invoices are paid on a net 30 basis.

Any price(s) bid by dealer/vendor on any items offered to Echols County shall be the price effective at the date of delivery.

No delivery date of "ASAP" (As Soon As Possible) shall be considered acceptable on items that have a maximum delivery date listed in the specifications.

Addendum(s) issued in a bid must be acknowledged and submitted with the original bid package.

INSTRUCTIONS TO BIDDERS

1. Bids must be made upon the proposal form if attached hereto. If no form is attached, please submit the proposal/bid on your company letterhead in a design/layout that best suits the price and information the County has requested. The following information should be listed legibly on the outside of the sealed envelope: **1. Name of vendor submitting the bid. 2. The Bid number and Title located on the cover page of the Bid Package.** Bids may be **hand-delivered ONLY** to the Echols County Board of Commissioners, 110 General Deloach Rd, Statenville, GA 31648. If you choose to mail your proposal, it should be mailed to Echols County Board of Commissioners, ATTN Alan Levesque, PO box 190, Statenville, GA 31648. Emailed or faxed bids will not be accepted. No Exceptions!
2. No bidder will be allowed to withdraw their bid for any reason whatsoever after the bids have been opened unless otherwise stated in the specifications.
3. The following specifications represent the minimum general size, weight, capacity and performance characteristics desired in the equipment to be purchased. These requirements are not intended to prevent obtaining fair prices or to eliminate competition, but to insure, if possible, that all bids submitted would not be subject to correction or alteration after the bid has been filed, opened, and publicly read. In view of an unusual wide disparity in details of design and manufacture, complete descriptive literature and manufacturer's specifications must be submitted on each type of equipment offered. Echols County reserves the right to evaluate any or all bids, particularly where there is a range in specifications. Special consideration will be given to the ready availability of repair parts and service.
4. Federal or State taxes are not applicable to Georgia Counties under the United States Code Title 26.
5. The names of a certain brand, make, or definite specifications are to denote quality standard of the article desired. The County does not restrict bidders to be specific brand, make or manufacturer named; it is to set forth and convey to prospective bidders the general style, type, character and quality of the article desired.
6. The award of the contract will be awarded to the lowest responsible bidder taking into consideration quality performance, the time specified in the specifications for the performance of the contract, provision of needed and unneeded features, usefulness to the using department, whether bidder meets guidelines set forth in the specifications, and prior County experience.
7. Unless otherwise specifically stated in the SPECIFICATIONS, any item that the county has sent out for bid(s) must be NEW equipment with the latest technology available. No remanufactured item will be accepted unless stated otherwise in the bid specifications.
8. All vendors Must attend the Mandatory Pre-Bid Meeting on June 17, 2025 @10 AM EST. The meeting will be held virtually. To participate in the meeting, interested vendors must call the conference line at **(605) 313-9674**. When prompted, the Conference ID is **4046411#**. The meeting will be locked at 10 AM, and no one will be allowed to join the call after that time. Roll call will be taken, and only those identified during roll call will be eligible to submit a bid. If you do not participate in the conference call, you will not be allowed to submit a bid. You may send questions in writing before the meeting via email at ecboc@yahoo.com. However, all questions will be addressed at the Pre-Bid meeting and not prior. The deadline for receiving questions in writing is 3:00 PM on June 16, 2025. No further questions will be allowed after the conclusion of the Pre-Bid Meeting. An addendum will be sent out with all questions/answers, if necessary, at the close of the meeting to all vendors that participate.

Section I. General.

A. Intent.

It is the intent of this solicitation to engage a qualified and experienced disaster-related debris monitoring services Contractor that can provide professional technical services for the monitoring of debris removal services following a disaster in Echols County.

B. Background.

Echols County was established by the Georgia General Assembly in 1858 and covers 422 square miles of land. Echols County is a consolidated government with no cities or towns possessing less than 10 people per square mile.

C. Term of Agreement.

It is anticipated an Agreement will be awarded for a one (1) year term to begin upon approval and execution by the County; with the opportunity for four (4) additional one (1) year renewal periods when in the best interest of the County and/or the City(s). Total contract length, including all renewals shall not exceed five (5) years. The decision to renew or extend any contract shall be at the discretion of the County. The successful proposer shall be required to review Disaster Debris Monitoring Services with the County on an annual basis.

D. Minimum Requirements.

The proposer shall provide proof of the minimum qualifications by furnishing copies of letters, certificates, etc. (as applicable); which clearly document said qualifications. Failure to provide said documentation with your proposal shall be grounds for deeming your proposal non-responsive and removing it from further consideration. This is a non-negotiable item.

E. Performance and Payment Bonds.

Performance and Payment Bond: Upon receipt of a work order (notice to proceed), the successful proposer shall furnish a Performance and Payment Bond, or alternative form of performance and payment security such as; a money order, certified or cashier's check, cash (U.S. currency only), letter of credit; equaling one hundred percent (100%) of the total amount of an assigned project. Receipt of said Performance and Payment Bond or alternative form of security; shall occur no later than ten (10) calendar days after receiving a notice to proceed. No commencement of work shall be authorized by the County without receipt of the Performance Bond or alternative security.

- (a) The Performance and Payment Bond shall be submitted in the form of a Payment and Performance Bond; in the amount of **one hundred percent (100%) of the total amount awarded under an assigned project**, made payable to Echols County, issued by a Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Georgia.
 - i. The Surety must be rated as "A+"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc. For the latest ratings and Insurance Guide, access www.ambest.com
- (b) In lieu of a Payment and Performance Bond, the successful proposer may select one (1) of the below listed alternative methods to provide the required security:
 - i. A money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of **one hundred percent (100%) of the total amount awarded under an assigned project**, made payable to Echols County;
 - ii. An irrevocable Letter of Credit drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of **one hundred percent (100%) of the total amount awarded under an assigned project**, made payable to Echols County, or the

appropriate municipality. The irrevocable Letter of Credit shall contain the following:

The "Beneficiary" shall be stated as:

**Echols County Board of Commissioners
110 General Deloach Rd, Statenville GA 31648**

The Letter of Credit shall also contain the following language:

"It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date of this letter of credit unless at least forty-five (45) days prior to such expiration date we notify the beneficiary by certified mail that we elect not to consider this letter of credit renewed for such additional period."

- iii. Cash (U.S. currency only).
- (c) The terms of the Payment and Performance Bond or alternative form of security used shall be:
 - i. The successful proposer shall assure faithful performance of this project;
 - ii. The successful proposer shall assure timely payments to all persons providing labor, materials and/or supplies used in the performance of the work associated with this project;
 - iii. Any interest earned as a result of the County depositing the accepted money order, certified or cashier's check, or cash received into an interest bearing account shall be retained by the County; and,
 - iv. Nothing in this section shall be construed to limit the authority of the Board, the County Manager, or the Purchasing Agent to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified herein, when in the best interest of the County.
- (d) Return of Payment and Performance Bond or alternative form of security used. It shall be the sole responsibility of the successful Contractor to request in writing from the County the return of the Payment and Performance Bond or alternative form of security used. The request shall be considered no earlier than thirty (30) calendar days upon completion and final acceptance of the County, or expiration in a satisfactory manner of the awarded Agreement associated with this project. Payment and Performance Bonds or alternative form of security used shall not be returned unless requested by the successful Contractor in writing.

The successful Contractor shall be required to furnish, through an authorized agent in the State of Georgia, a 100% Performance Bond, a 100% Labor and Material Payment Bond and other insurance requirements as described in the Contract Documents. The Performance Bond and the Labor and Material Payment Bond must be countersigned by an agent whose office is located in the State of Georgia and who is authorized to do business in the State of Georgia; and a valid Power-of-Attorney shall be attached to each Bond. Insurance requirements are provided in this notice. Bonds must be provided within 10 days of receipt of a Notice to Proceed.

F. Georgia Security & Immigration Compliance Act.

The successful contractor will provide certification that they are in compliance with the Georgia Security and Immigration Compliance Act, certifying that the provisions of GA Law, O.C.G.A 13-10-91, Chapter 300-10-1, per the Georgia Department of Labor, if applicable, have been complied with in full. Pursuant to O.C.G.A 13-10-90(2), all subcontractors entering into a contract or agreement for hire on this Project must be registered and participate in the Federal Work Authorization Program.

G. Contract.

The contract resulting from acceptance of a proposal by the County shall be in a form supplied or approved by the County and shall reflect the specifications in this RFP. Each local government reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in the RFP.

H. Lobbying.

All firms and their agents who intend to, or have submitted responses to this solicitation are hereby placed on formal notice that lobbying of County Government employees or members of the Evaluation Committee with the intent to manipulate the Procurement process may result in the immediate disqualification of such firm by the County from further consideration for this project.

I. Acceptance of Terms.

By submitting a proposal, the Contractor certifies that they have read and understand this Request for Proposals and have full knowledge and willingness to comply with the scope, nature, quantity and quality of the work to be performed, the detailed requirements of the services to be provided and the conditions under which the services are to be performed.

J. Certificate of Non-Collusion.

An executed copy of this form should accompany your submittal. **(See Attached).**

K. Governing Law & Venue.

An executed copy of this form should accompany your submittal. **(See Attached).**

L. Certification of Incorporation.

The successful Contractor will be required to provide their Secretary of State Certification of Incorporation and a listing of the officers of the company prior to award of contract. In addition to the aforementioned documents, the Proposer must include necessary information to verify the individual signing this proposal and or any contract document has been authorized to bind the corporation.

M. Insurance Requirements.

In order to contract with the Echols County Board of Commissioners, suppliers/contractors providing professional, technical and/or construction services are required to provide acceptable proof of insurance coverage. Acceptable proofs of insurance: (i) a Certificate of Insurance with Additional Insured Endorsement (a Certificate of Insurance by itself is not acceptable) or (ii) Declaration Pages of the insurance policies listed below which show the Echols County Board of Commissioners as additional insured. The insurance company must be authorized to provide insurance in the State of Georgia.

Required Insurance Policies and Endorsements:

- Commercial General Liability of at least **\$1,000,000** for bodily injury and property damage with the Echols County Board of Commissioners as additional insured.
- Automobile/Vehicle Liability of at least **\$500,000** each occurrence for bodily injury and property damage covering owned, non-owned, leased and hired autos/vehicles, with the Echols County Board of Commissioners as additional insured.
- Worker's Compensation in the statutory limits of Georgia and Employers' Liability with limits of liability of no less than **\$100,000** of each accident/disease. These policies must also contain a waiver of subrogation in favor of the Echols County Board of Commissioners.
- All insurance policies must provide that the Echols County Board of Commissioners will be notified within 30 days of any changes, restrictions and/or cancellation.
- If applicable, Professional Liability in addition to above requirements, of at least **\$500,000** each claim.

SUBMIT WITH PROPOSAL, specimen copy of Certificate of Insurance. Upon award of contract and prior to commencement of work under this contract, the successful proposer shall provide Echols County a Certificate of Insurance showing the type and limits of insurance specified herein with Echols County Board of Commissioners as an additional insurer.

N. Evaluation Criteria.

- Past performance on similar projects in terms of quality of work, cost control, and compliance with performance schedules. Document by references and other means. **40%**
- Firm qualifications and experience **15%**
- Project Approach - understanding of the work to be performed **10%**
- Price proposal / Fee Schedule **20%**
- Tracking, Reporting and Management System **10%**
- Technical approach – quality of package (requested information provided, presentation, etc.) **5%**

O. Submittal Requirements.

1. Name, address, telephone number, email address of company.
2. List of current stockholders, officers or principals of the company and a current organizational chart for the company.
3. List the contract completion dates of at least two similar projects
4. Submit a list of current work-in-progress with contract amounts and a list of work currently awarded but not yet started.
5. Submit information describing the company's safety program and substance abuse program.
6. Submit information describing your company's quality control program.
7. Describe how your company will provide job site security.
- 8. Submit a sample contract for the performance of the work outlined in this RFP.**

Section II. Scope of Services and Technical Requirements.

1. Scope of Services

A. DISASTER DEBRIS MONITORING SERVICES

The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, and other public, eligible, or designated areas. Specific services may include:

- a. Coordinating daily briefings, work progress, staffing, and other key items with the County.
- b. Selection and permitting of DMS locations and any other permitting/regulatory issues as necessary.
- c. Scheduling work for all team members and contractors on a daily basis.
- d. Hiring, training, scheduling, and managing field staff.
- e. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency as well as speed up recovery work and assure all debris removal work meets FEMA eligibility guidelines.

- f. Assisting the County with responding to public concerns and comments.
- g. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- h. Entering load tickets into a database application.
- i. Digitization of source documentation (such as load tickets).
- j. Furnishing and operating an automated/electronic (paperless) debris tracking system.
- k. Developing daily operational reports to keep the County informed of work progress.
- l. Development of maps, GIS applications, etc. as necessary.
- m. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
- n. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.

B. EMERGENCY MANAGEMENT PLANNING, TRAINING, AND STAFF / EQUIPMENT AUGMENTATION

As directed by the EMA Director, the Consultant shall provide:

- a. Development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
- b. Procurement assistance for debris removal contractors and associated services.
- c. Hazard mitigation plans and programs.
- d. Other emergency management plans and documents as directed by the County.
- e. Staff and equipment to support the County in various functional areas as required following an emergency event.
- f. Other consulting services as requested by the County.

C. GRANT MANAGEMENT CONSULTING SERVICES

As directed by the County, the consultant shall provide:

- a. Identification of eligible emergency and permanent work (Category A-G);
- b. Damage Assessment
- c. Assistance in attaining Immediate Needs Funding;
- d. Prioritization of recovery workload;
- e. Loss measurement and categorization;
- f. Insurance evaluation, documentation adjusting and settlement services;
- g. Project Worksheet formulation, generation and review.
- h. FEMA, CDBG and additional reimbursement support;
- i. Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
- j. Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- k. Appeal services and negotiations;
- l. Reconstruction and long-term infrastructure planning; and
- m. Final review of all emergency and permanent work performed.

Section III. Response Submission.

One (1) original of all information in response to this request shall be submitted to:

Echols County Board of Commissioners
County Manager
110 General Deloach Rd
PO BOX 190
Statenville, GA 31648

Submittals should be clearly marked on the outside as **RFP - Disaster Related Debris Monitoring Services.**

Sealed responses may be hand delivered or mailed to the above listed address. Sealed responses must be delivered in writing. Verbal responses are not acceptable. Echols County assumes no responsibility for responses received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason. If responses are delivered by other than hand delivery, it is recommended that the respondent verify delivery. Any submittal received after the specified time and date will not be considered and will be returned unopened to the firm.

Responses must be received before **10:00AM on June 30, 2025**. A Selection Committee will review all proposals submitted prior to the deadline. Based upon the background information reported in the RFP, the Committee will determine whether the respondent is qualified or unqualified. The County reserves the right to request additional information or clarification from respondents. Cost will not be the sole determining factor in selecting a firm. The selection committee will rank the qualified firms based on the data submitted. The committee may require each of these firms to make a formal presentation to the selection committee regarding its qualifications to perform the requested services. The top ranked firm will be selected for final negotiations. Upon completion of negotiations and acceptance/approval by the Board of County Commissioners, a formal contract agreement will be executed between the County and the Contractor.

Proposals should be prepared in a clear and concise manner to meet the requirements of the RFP. Emphasis should concentrate on conformance to the RFP instructions, responsiveness to the requirements, as well as completeness and clarity of content.

Proposal packages shall be limited to **not more than 50 PAGES**, printed on a single side of paper, with a font no less than twelve (12) point. *Note: Required attachments will not be counted in the 50 page limitation.*

Proposals shall contain the information as required in this solicitation. Failure to submit all information as requested may result in a lowered evaluation score of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the COUNTY. The following list details the appropriate proposal format.

Proposals may not be withdrawn for a period of **sixty days (60)** days after the date for receipt of proposals.

All documents resulting from this RFP solicitation shall become the sole property of Echols County.

Section IV. Submittal Format.

A. Past Performance - Tab "A" (40 Points).

To demonstrate experience and success in conducting similar work, the proposer shall provide a minimum of three (3) references of similar size projects in similar circumstances with appropriate reference information, concentrating only on those projects completed within the last five (5) years or currently underway by the proposer's firm, as follows:

1. Client name, address, phone, fax number and email address;
2. Description of all services provided;
3. Performance period; and
4. Total amount of contract.

Describe any significant or unique awards received or accomplishments made in previous, similar projects.

B. Firm Qualifications and Experience – Tab " B" (15 Points).

1. **Letter of Transmittal.** Provide a letter of transmittal, no longer than two (2) pages, signed by an AUTHORIZED REPRESENTATIVE of the proposer, including a brief description of your firm's location, organization structure, and philosophy. (This section is *not* included in the overall proposal 50 page count.)
2. **Individuals and Qualifications.** Identify and include qualifications of specific individuals to be assigned to the project (include names, contact information, and resumes) and specify which services the individuals will provide to Echols County.
3. **Litigation.** Please list any past and/or pending litigation or disputes relating to the work described herein that your firm has been involved in within the last five (5) years. The list shall include each project name and the nature of the litigation.
4. **Financial Information.** Provide an official letter from the proposer's financial institution detailing the financial status of the proposer. The letter shall include a contact name, address, phone number, and fax number. The failure to produce financial requirements may be grounds for disqualification of your offer.
5. **Insurance Certificates.** Provide copies of your current liability and workers' compensation Certificates of Insurance. The successful offeror will be required to provide Certificate(s) of Insurance evidencing coverage as required within five (5) business days of the notification of intent to award. **Note:** Policies other than Workers' Compensation shall be issued only by companies authorized to conduct business in the State of Georgia, with active certificates of authority issued by the State of Georgia, Office of Insurance and Safety Fire Commissioner.
6. **Corporate Standing and Authorized Signatories.** Proposers **must provide a copy of the State Certificate of good standing** listing the officers of the company.
7. **Conflict of Interest.** Proposers must provide disclosure of any potential conflict of interest due to any other clients, contracts, or property interests for this project only.

C. Project Approach – Tab " C" (10 Points).

1. State your firm's technical approach to the project and the interpretation of the scope of services required.
2. State your firm's ability to perform the work within the time periods specified.
3. Define the adequacy of resources, including personnel, labor, equipment and supply resources, and other requirements to provide the requested services.
4. Provide a clear statement of the specific services and work to be performed. Include information concerning each type of work and staff committed to accomplish each work area.
5. Provide an implementation schedule for proposed services including any management and planning strategies.
6. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.

D. Fee Schedule – Tab "D" (20 Points)

The Price Proposal shall be completed and included in Tab D. An authorized signatory must sign attesting to knowledge of the scope of services, committing to the prices as offered, and acceptance of the terms and conditions. This form must be notarized. As stewards of public funds, the COUNTY maintains all adopted

budgetary parameters in the performance of its contracts. The ability of the successful proposer to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of proposals.

E. Tracking, Reporting and Management System

Proposer must demonstrate ownership or licensing of a proprietary automated debris tracking and reporting system. Proposer must demonstrate in its proposal that it maintains on hand sufficient automated debris tracking equipment dedicated to meet the needs of the County. If Proposer is licensing such technology, Proposer must provide a written letter from licensor acknowledging licensor has a minimum of 50 devices on hand for Proposer's use in the event of a disaster and that such devices will be made available for the County's recovery efforts. Proposer shall include graphic illustration and explanation of system capability and be prepared to demonstrate system functionality if requested at the time of proposal evaluation and/or interview. Proposer shall be required to submit hourly rates (in fee schedule) for operations with and without use of the automated system. Proposer's inability to provide automated system in a timely manner shall be grounds for default and the calling of performance bond.

E. Technical Approach – (5 Points).

This section is to ensure that all requested information is submitted in the format requested and quantities requested.

Section V. Evaluation Process.

A. Determining Responsibility.

In conjunction with the weighted criteria being used to determine the capability of the proposal, the COUNTY may also consider the proposer's ability to meet or exceed the following criteria:

1. The proposer's ability, capacity, and skill to perform the contract or provide the service within the time specified;
2. The quality of performance of previous contracts or services including previous performance with the COUNTY;
3. Previous and existing compliance by the proposer with laws and ordinances relating to the contract or service;
4. Financial resources of the proposer to perform the contract or provide the service; and,
5. Whether the proposer is in arrears to the COUNTY on a debt or a contract; whether the proposer is in default on surety to the COUNTY; or whether the proposer's taxes are delinquent.

B. Best and Final Offer and Negotiations.

The COUNTY may request that the respondents provide a Best and Final Offer submittal before final determination for recommendation of contract award. The contract negotiation team will include, at a minimum, a member from the Purchasing Office and a member from the end use department. The COUNTY reserves the right to negotiate any and all elements of a contract resulting from this request for proposal.

C. Right to Cancel or Reject.

A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the COUNTY may be rejected, in whole or in part, without recourse, when it is in the best interest of the COUNTY. The COUNTY reserves the right to accept or reject any or all proposals, or any part thereof, with or without cause, without recourse, to waive technicalities or irregularities, and to accept or reject proposals which, in its judgment, best serve the interest of the COUNTY. The COUNTY also reserves the right to reject the proposal from a proposer who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not in a position to perform the contract. The cost of submittal of this proposal is considered an operational cost of the proposer and shall not be passed on to or be borne by the COUNTY.

D. Protests.

Any proposer or respondent, who is not the awarded Contractor, but is aggrieved in connection with the award of a Contract, may file a Notice of Protest, in writing, with the Purchasing Department, within seventy-two (72) hours after Commission or County Manager approval. The decision of the County Commission is final.

E. Award of Contract.

1. The County Manager, or designee, shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the County Commission. The County Attorney's Office may review all contract documents. Other experts may be consulted to assist in this process.
2. The Purchasing Department will prepare the required award documents and make recommendations for approval to the County Commission or County Manager. The County Commission retains full discretion to award or reject a contract, or authorize expenditures in the best interest of the COUNTY.
3. Non-Exclusive Contract: Award of this project shall impose no obligation on the COUNTY to utilize the successful proposer for all work of this type, which may develop during the contract period. This is not an exclusive contract. The COUNTY specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the COUNTY's best interest.
4. Ownership and Rights in Data: Any work, product or deliverable report provided to the COUNTY as a result of work performed while under contract shall be considered the property of the COUNTY and may be used in any fashion the COUNTY deems appropriate. The COUNTY shall have exclusive ownership of,

all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful proposer pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting Works of the awarded contract.

Section VI. General Terms and Conditions.

A. Fund Availability.

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. COUNTY abides by the provisions set forth in State of Georgia Statutes relative to the appropriation of funds.

B. Local Occupational Tax Certificate

The COUNTY requires any contractor doing business within the COUNTY to obtain an Occupational Tax Registration Certificate prior to commencing any work activity.

C. Permits, Licenses, or Fees.

Any permits, licenses, or fees required will be the responsibility of the proposer. The COUNTY will not entertain separate payment for these items.

D. Taxes.

The COUNTY is tax exempt. As such, the COUNTY does not pay State of Georgia Sales Tax or Federal Excise Tax.

E. Conflict of Interest.

All proposers must disclose, with their proposal, the name of any officer, director, or agent who is also an officer or employee of Echols County. Furthermore, all proposers must disclose the name of any ECHOLS COUNTY officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the proposer or the cancellation of work. It is the sole responsibility of the proposer to ensure compliance with this requirement. The COUNTY may seek damages for the recoupment of losses in having to re- solicit or re-assign this project.

F. Additional Terms and Conditions.

No additional terms and conditions included within the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the proposer's authorized signature affixed to the proposal signature section attests to this.

G. Liability.

The successful proposer shall act as an independent contractor and not as an employee of Echols County. The successful proposer will be required to indemnify, defend, and hold and save harmless the COUNTY, its officers, agents, and employees, from damages arising from the performance of, or the failure to perform, any Work or duty required to be performed by the successful proposer.

H. Indemnification.

See attached form. Complete and submit with proposal.

I. Equal Opportunity.

The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All proposers are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements.

J. Office of Record.

The Echols County BOC shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation.

K. Public Records.

All responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

L. Time of Performance.

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the COUNTY and the successful proposer. All proposers are asked to provide the best estimate for compliance with the scope of work as established by the solicitation. All contract time lines will be based on the projected scope and the estimated time for performance.

M. Attachments and Exhibits.

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

N. Cost of Submittal.

The proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Proposer and shall not be passed on to, or be borne by, the COUNTY.

O. Responsibility of Proposer.

By submitting a proposal, the Proposer certifies that the Proposer has fully read and understands this RFP document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

P. Sovereign Immunity.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity. Notwithstanding anything set forth in any section, article or paragraph of this Solicitation to the contrary, nothing in this Solicitation shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Georgia State Legislature or may be adopted by the Georgia State Legislature, and the cap on the amount and liability of the COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Georgia State Legislature for tort. Nothing in this Solicitation shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

Q. Public Emergencies.

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Echols County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens are protected from any emergency situation that threatens public health and safety as determined by the COUNTY. The Proposer agrees to rent/sell/lease all goods and services to the COUNTY or governmental entities on a "first priority" basis. The COUNTY expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Proposer provide the COUNTY with products and/or services not under the awarded Agreement, the COUNTY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

R. Public Records Compliance.

If successful Proposer/Contractor will act on behalf of the COUNTY, the Proposer/Contractor, subject to any applicable legal and equitable remedies, shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service; and
2. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided by applicable State and Federal law; and

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
 4. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.
 5. If the contractor does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.
- S.** The successful proposer agrees to adhere to the Federal Laws as stated in 2 C.F.R. 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, Federal Emergency Management Agency (FEMA) Public Assistance Program and Policy Guide, and any other applicable Federal rules, regulations or policy relating to disaster services.

Attachment A - Pricing Schedule

<u>Position</u>	<u>Hourly Rate</u>
Automated Debris Management System	_____
Billing/Invoicing	_____
Data Manager	_____
Field Monitor	_____
Field Supervisor	_____
Fixed Site Monitor	_____
GIS Specialist	_____
Project Manager	_____
Administrative Assistant	_____

Contractor acknowledges receipt of the following Addenda: (If none, state "NONE RECEIVED")

Addendum # _____, dated _____ Addendum # _____, dated _____

If awarded the contract, the contractor will provide proof of insurance as specified and proof of current ECHOLS COUNTY Occupational Tax Certificate to the Purchasing Department within five (5) days following issuance of the Notice of Award.

Authorized Signature

Tax ID #

Address

County State Zip

Seal (If Incorporated)

Telephone # Fax #

Email

****COMPLETE AND SUBMIT****

Certification Of Non-Collusion

The respondent being sworn, disposes and says,

The Contractor submitting this and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competition in connection with this submittal.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

Governing Law and Venue

Contractor agrees that as to any actions or proceedings arising out or related to this agreement, any such proceedings shall be governed and determined by Georgia Law.

Contractor further agrees that as to any actions or proceedings arising out of or related to this agreement, any such action or proceeding shall be resolved only in an appropriate court located in Echols County, Georgia.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

Drug Free Workplace Certification

DRUG FREE WORKPLACE REQUIREMENTS: The Contractor will provide the following certification that a Drug Free Workplace will be provided on the Project.

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating the "Drug Free Workplace Act", have been complied with in full. The undersigned further certifies that:

1. A drug free workplace will be provided for the Contractor's employees during the performance of the Contract; and
2. Each Contractor who hires a Subcontractor to work in a drug free workplace shall secure from that Subcontractor the following written certification:

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

Debarred Bidders/Integrity Certification

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
(49 CFR, Part 29):

The Contractor must certify that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Contractor certifies that he or she shall obtain an identical certification from all its sub-contractors. The Contractor also agrees that when a sub-contractor is unable to certify to any of the statements in this certification, the prospective participant shall submit an explanation to the Contractor.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____