



REQUEST FOR PROPOSALS

**Consulting Services for Disaster Recovery,
FEMA Public Assistance and Pre-Event Retainer**

**January 27, 2023
Bid No. 2023-0008**

Deadline:
February 20, 2023, at 2:00 P.M.

Spalding County Government
P.O. Box 1087 119 E. Solomon Street
Griffin, GA 30224
<http://www.spaldingcounty.com>
(770) 467-4226

SPALDING COUNTY, GEORGIA

A. PURPOSE

Spalding County is seeking Competitive Sealed Proposals from qualified organizations to provide Professional Consulting Services for Disaster Recovery and FEMA Public Assistance in accordance with the specifications and conditions contained in this RFP. This RFP has been compiled for the purpose of providing information, requirements, guidelines, specifications, and other data that can be used by Proposers who wish to submit a proposal for consideration. It is the intent to enter into a pre-event contract, which would result in no immediate cost to Spalding County. The Contractor shall provide all materials and services necessary in the performance of this bid. Spalding County does not guarantee a minimum value for this contract.

B. GENERAL INFORMATION AND SCHEDULE

All Firms interested in submitting a proposal **MUST SUBMIT all addendums if applicable with their proposal.**

Spalding County may award the bid to the vendor demonstrating the most complete response and full compliance with the specifications and in accordance with procurement requirements set forth by the Federal Government. Spalding County is an Equal Opportunity Employer and encourages all small and minority-owned businesses to submit proposals.

Spalding County reserves the right to offer an award based on any combination of factors it determines to be in the best interests of the County and the County’s residents. Price may be a factor but will not determine the awarding of the bid. The bid will be awarded to the “best bidder” and not the “low bidder”. Spalding County will make the determination of which bidder is the “best bid” and not the vendor.

A pre-bid conference will not be held at this time.

FACT SHEET

Title of RFP:	Consulting Services for Disaster Recovery, FEMA Public Assistance and Pre-Event Retainer
Date of Issue:	January 27, 2023
Last day to submit questions:	February 3, 2023, 5:00PM
Date of final answers:	February 10, 2023, 3:00PM
Proposal due date:	February 20, 2023, 2:00PM
Copies of proposal required:	1 original, 5 copies plus 1 digital copy
Proposal opening date:	February 20, 2023, 2:00PM
Proposal submission location:	Administration Office, Spalding County Courthouse Annex
Proposal opening location:	Spalding County Courthouse Annex Meeting Room 108
Project name:	Consulting Services for Disaster Recovery, FEMA Public Assistance and Pre-Event Retainer
Site location:	Spalding County, GA
Funding source:	Spalding County – FEMA Reimbursement
	Target date of February 23, 2023

C. INSTRUCTION TO BIDDERS

Any questions and/or misunderstandings that may arise from this bid must be submitted in writing and forwarded to Terri Bass at the above address or by email at tbass@spaldingcounty.com **NO PHONE CALLS**. It shall be the Bidders responsibility to seek clarification as early as possible prior to the last day to submit questions. All clarification to the submitted questions will be **posted** on the County's website at www.spaldingcounty.com under bid opportunities on the Budget and Finance Department tab, Debris Monitoring, Disaster Recovery, Emergency Planning Services and Pre Event Retainer, as an addendum. It is the proposer's responsibility to follow this bid process so that they will be aware of all addenda being posted prior to bid opening. Acknowledgement of all addenda is required.

An original, five (5) copies and one (1) digital copy of this RFP are to be submitted to:

Spalding County Courthouse Annex
Attn: Terri Bass, Purchasing
119 E Solomon Street Griffin, GA 30223

Proposals **must** be submitted no later than **2:00 PM EST, February 20, 2023**. **Proposals must be received in a sealed envelope or container marked "Competitive Sealed Proposals for Consulting Services for Disaster Recovery, FEMA Public Assistance and Pre-Event Retainer". Place the Project name, number, and opening date on the submitting envelope or container.**

No proposal will be received or accepted after the above specified date and time of the proposal opening. Proposals submitted after the designated date and time will be deemed invalid and returned unopened to the proponent.

All materials and documents submitted in the response shall become the property of Spalding County and will not be returned.

This bid specifications are to be considered as a minimum set of specifications and standards.

Failure to provide adequate information to enable the County to evaluate the bidder, or proposed services, will be considered failure to meet bid requirements and may result in the elimination of the bidder's response.

Failure on the part of a vendor to honor a bid which they have submitted will be considered breach of contract and may result in said vendor being deemed ineligible to bid on future purchases and disqualified from any successful award on this bid. Vendors are encouraged to double check bid pricing to make sure it is accurate. The bidder agrees to hold the bid price for 90 days following the bid opening.

Warranty

All services provided by the vendor must have a 100% guarantee. If services are not performed as bid, the vendor shall be liable for any damages or loss of funds associated with the failure.

Pricing and Quote Preparation

Bidders are encouraged to list any options or services it may provide that it feels might be of interest to Spalding County, not included in base bid price.

Qualifications of Vendor

Summary of Qualifications: Proposals must include a cover letter, a description of the firm's capabilities and services, a discussion of the firm's expertise relative to the background and experience requirements contained herein and resumes of qualified professionals who will be responsible for completing assigned tasks. This material should also be provided for key sub- Consultants.

Litigation Summary: Provide a list of all claims, arbitrations, administrative hearings, and lawsuits related to debris monitoring, brought against your company.

D. BONDING REQUIREMENTS

1. A one hundred ten percent (110%) Performance Bond and a one hundred and ten percent (110%) Payment Bond shall be furnished to Spalding County by the bidder specified on the Notice of Intent to Award.
2. The Performance and Payment Bonds must be submitted within ten (10) days of the Notice of Intent to Award or prior to the award of contract, whichever is later.
3. Failure to submit appropriate bonding when requested will result in automatic rejection of the bid and the contract will not be awarded.
4. Bonding companies must be authorized to do business in Georgia by the Georgia Insurance Commission and listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies (Department of Circular 570 amended). The bond amounts shall be increased as the contract amount is increased.

E. BACKGROUND

As Spalding County has been impacted by natural disasters in the past, the County feels the need to be prepared for any future events for the well-being, safety, and health of its citizenry. This RFP will allow the County to be able to quickly begin any cleanup that will assist in alleviating the effects of such an event.

F. SCOPE OF SERVICES

INTRODUCTION

The County request proposals for assistance to support the County's Disaster Recovery operations and FEMA Public Assistance preparation to expedite financial recovery and

mitigation to minimize impacts from future disasters. This will include, but not limited to, reporting, and other consulting services associated with damages sustained as a result of any future disasters that may arise. The selected consultant shall possess demonstrated experience in disaster recovery programs, and have extensive knowledge and expertise in the operations of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program, Hazard Mitigation Program (HMP), and other federal and state programs to ensure full compliance with all applicable federal, state, and local laws, regulations, executive orders and FEMA requirements.

The executed contract will meet all rules for Federal grants, as provided for in Title 44 Code of Federal Regulations and 2CFR 200.317 through 200.236 and Appendix II.

SCOPE OF SERVICES

The Services to be provided are expected to include, but not limited to the following:

FEMA Public Assistance Advisory Services:

Provide assistance to the County with regard to disaster recovery efforts and compliance with applicable local, State, and Federal laws, regulations, executive orders, and FEMA requirements.

Provide guidance in recovering reimbursement for the repair/replacement of the loss of critical infrastructure.

Collaborate with County staff and others, as needed, on project formulation, including damage assessments, information gathering, project development, preparation of project worksheets, to the Federal Emergency Management Agency (FEMA).

Attend all meetings with FEMA, state and insurance representatives, as well as, participate regularly with the County's designated FEMA workgroup. The awarded Firm will attend in-person meetings as required.

Identify and communicate risks within the County's operation that could preclude its ability to optimize reimbursement.

Assist with the management of /FEMA-administered and/or other Federal or State grants.

Assist the County in establishing pragmatic document control, establishing a file retention system and data management processes to ensure disaster records are complete and ready for audit.

Generate project extension requests and amendments when necessary, and any other reports or documents to ensure grant reimbursement eligibility is not de-obligated.

Provide engineering, planning and permitting as required as a result of damages from disasters within Spalding County.

- A cost proposal will be required for any and all projects as they are identified.

Develop and execute a process/system for the County, from inception through the project closeout, to prepare and submit its disaster recovery program; this is to include documentation, procurement, contracts, payroll, and grant submission support.

Develop and execute processes for obtaining, analyzing and gathering field documentation; including, but not limited to, records related to procured goods and services, timekeeping, and force account labor and equipment; this should include processes for disaster debris monitoring services.

Develop improved and/or alternate project requests for FEMA and/or other Federal or State grants. Develop Hazard Mitigation Strategies and Proposals, as appropriate.

Assist with the submission of first and second appeals to FEMA, as appropriate.

Possess the expertise to assist in the preparation of accurate PA emergency and permanent work project estimates including but not limited to cost estimating, developing detailed damage descriptions and dimensions, scope of work, and accurate force account labor and equipment summary reports.

Coordinate and interface with engineering and design efforts for repair and/or construction of damaged facilities and infrastructure that will comply with FEMA eligibility and cost reasonableness determinations. Provide oversight of repair/construction efforts to ensure work complies with applicable Project Worksheets and related FEMA Public Assistance grant requirements and guidelines.

Financial Payroll and Grant Management

Ensure County disaster recovery and restoration processes comply with laws, regulations and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement.

Possess the expertise to assist in all disaster-recovery financial reimbursement and reporting processes required by FEMA, State or other agency. Ensure there are no duplications of submission if varying agencies are involved.

Possess the expertise to assist the County through FEMA, State (or other agency) guidelines to capture force account labor eligible expenses accurately for timesheets and project cost accounting. Assist in the review of County personnel policies to ensure compliance for eligible cost reimbursement.

Possess the expertise to assist the County through federal, state (or other agency) guidelines to ensure the capture of relevant data related to procured goods and services. Provide oversight of contractor's billing to ensure all costs eligible for disaster grant funding are documented and claimed.

Perform interval review and reconciliation of actual project spending to ensure project costs are accurately captured.

Procurement and Contract Management/Monitoring Support

Ensure County disaster recovery and restoration procurement processes comply with laws, regulations and guidelines as required by federal, state or other agencies.

Possess the expertise to assist in the review of County Purchasing policies to ensure compliance for eligible cost reimbursement.

Develop processes for ensuring compliance related to contract monitoring and contract close-out as required by federal, state, or other agencies.

Ensure County documentation is sufficient to respond to audits and reviews.

Information Technology & Data Management

Possess the expertise to assist County staff in the development of IT solutions that support the management and implementation of disaster recovery programs.

Develop processes for the County to properly collect data and document information as necessary to optimize compliance with federal, state, or other agencies.

Ensure County documentation is sufficient to respond to audits and reviews.

Insurance and Other Funding Support

Review and understand the County's insurance coverage in order to ensure the County's disaster recovery and restoration processes comply with laws, regulations and guidelines as required by federal, state, or other agencies.

Develop process to assist the County in routing eligible expenses correctly, including insurance coverage guidelines.

Possess the expertise to assist the County with identifying other disaster recovery funding opportunities, including Community Development Block Grant Disaster Recovery programs. Ensure there are no duplications of funding or submissions if varying agencies are involved.

Hazard Mitigation Support

Provide expertise in identifying, developing and evaluating opportunities for the development of hazard mitigation programs to reduce or eliminate risk from future events.

Possess the expertise to assist the County in preparing relevant documentation and analysis related to hazard mitigation grant programs.

Ensure County hazard mitigation programs comply with laws, regulations and guidelines as required by federal, state or other agencies.

Emergency Management Support Services

Provide expertise related to post-disaster recovery continuity of operations, training, development of teams, monitoring, review and test of plans related to future events.

CFR 200 Compliance Language – Procurement

While assisting the County with project procurements or in the event the vendor must procure additional resources post-contract award, the awarded Proposer will strictly adhere to 2 CFR 200 procurement rules. This includes adhering to the strictest provisions of Federal, State, and Local Procurement Rules, Regulations and/or Ordinances, etc.

Vendor Billing

The winning vendor will be engaged in direct project work; therefore, indirect billing is not anticipated and must be pre-approved by the County. All direct project costs will be concisely billed to specific project codes established by the County. Vendor invoices will be categorized by: project code and must include:

- Name
- Position
- Billing Rate
- Total Hours
- Costs
- Project
- Sub-task

Term of Contract

The proposed stand-by contract will be for one (1) year with the option to renew for four (4) consecutive one (1) year periods, under the same terms and conditions.

Should a contract renewal be desired, written request for said renewal shall be submitted in writing by at least forty-five (45) days prior to the end of the current contract period. Should the contractor wish to request an increase in cost, it will be the contractor’s responsibility to submit a written request for such contract adjustments within ten (10) days after receipt of the County’s contract renewal notice to the County Manager’s Office for approval.

If approved, any change in the contract cost will be effective in an amount equivalent to the percentage increase for the previous calendar year (Jan – Dec), using the Consumer Price Index (CPI-U, South Region, All Items), as published by the U. S. Department of Labor, Bureau of Labor Statistics.

Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As s The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Sub-Contractors:

If the Consultant elects to sub-contract with any firm, for any portion of the work, the Consultant shall be responsible for all work performed by any sub-contract and the Consultant shall not be relieved of any obligations under this Contract.

Each Respondent shall submit a list of proposed sub-contractors to be used if awarded the contract, see Page # 25 under Section 4, D Subcontractors.

Each Respondent must provide a list of Sub-Contractors, Qualifications and Experience, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the County's request, provide all internal sub-contractor documentation for federal reimbursement review.

If no sub-contractors are proposed, so state there on.

At any time, the County may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed sub- contractors to furnish and perform the work proposed.

G. OTHER INFORMATION

Contractor's Capability

The Contractor shall have the physical capacity to manage a major workforce with multiple subcontractors and associated equipment. The Contractor shall possess the financial capacity to pay for the expenses associated with a major recovery operation prior to the initial payment and between subsequent payments, as well as the ability to provide the necessary bonds and insurance. The Contractor shall have an experienced management team, an established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience with major disaster recovery projects.

Work Order

Prior to beginning work, the Contractor shall provide the County an estimated total of cubic yard storm debris to be removed per a County issued Work Order. Subsequently, the County shall issue a Work Order to the Contractor defining the work, ceiling price, schedule, and documentation.

Contract Terms

It is the intent that Spalding County, GA enter into a pre-event contract for a one-year renewable up to four (4) years on an annual basis.

Other Contracts

Other contracts may be issued for Spalding County. The County reserves the right to issue other contracts or direct other contractors to work within the scope of work included in this Agreement.

G. INTRODUCTION

Natural and man-made disasters precipitate a variety of debris that includes, but not limited to, such things as trees, sand, gravel, building/construction materials, vehicles, personal property and etc.

The quantity and type of debris generated from any particular disaster is a function of the location and kind of event experienced, as well as the magnitude, duration and intensity.

The quantity and type of debris generated, its location and the size of the area over which it is dispersed directly impacts the type of collection and disposal methods used to address the debris problem, associated costs incurred, and the speed with which the problem can be addressed.

In a major catastrophic disaster, Spalding County may have difficulty locating staff, be understaffed, have problems locating equipment, and may have difficulty funding the debris removal in short term as well as long term.

Private contractors play a significant role in the debris removal, collection, reduction, and disposal process. Private contractors may be employed to supplement the efforts of the County's and volunteer works crews. If it is determined that the available resources are insufficient to complete the debris removal process in a timely manner then the pre-selected private contractors may be utilized to perform all or parts of the clean-up. They will be advised and given explicit details as to the scope of their operations. The extent of their involvement will be dictated by the needs of the County and are incident specific.

Once the contract is executed between Spalding County, GA and the successful Proposer, the successful Proposer will be bound by the pre-event on-call services contract to deliver the services required by this proposal. Spalding County, GA must first approve any change in or substitution of team members, including any consultant, in writing.

H. INSURANCE REQUIREMENTS

In order to contract with the Spalding 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 Spalding 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 Spalding 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 Spalding 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 Spalding County Board of Commissioners.
- All insurance policies must provide that the Spalding County Board of Commissioners will be notified within 30 days of any changes, restrictions and/or cancellation.
- If applicable, Professional Liability in addition to the above requirements, of at least **\$500,000** each claim.

I. PROPOSAL FORMAT

1. Cover Letter – Include the name of the contact person for the Firm. Acknowledge receipt of any Addenda that may be issued by County.
2. History of the Firm – Provide a detailed history of the firm, qualifications, and prior experience that relates to this RFP.
3. Project Approach – Describe the Consultant's approach.
4. Staff Qualifications – Provide detailed biographical information on the individuals who will provide project services, including education, training, and experience.
5. References – List the names, addresses, and phone number of at least five (5) references for whom the Project Manager's Team has provided similar services. Please provide a list of services that these references have utilized.

6. Other – Include any other pertinent information that may be used by the County to evaluate the Firms proposal.
7. Name, address, telephone number, email address of company.
8. Submit a list of current work-in-progress with contract amounts and a list of work currently awarded but not yet started.
9. Submit information describing the company’s safety program and substance abuse program.
10. Submit information describing your company’s quality control program.
11. Describe how your company will provide job site security.
12. Submit a sample contract for the performance of the work outlined in this RFP.
13. Please fill out the chart below with all hourly rates that apply and include additional positions as necessary.

Classification	Hourly Rate
Project Manager	\$
Operations Manager	\$
FEMA Specialist	\$
Field Supervisor	\$
Field Inspector/Debris Monitor	\$
Tower Monitor	\$
Data Manager	\$
Clerical	\$

J. EVALUATION CRITERIA

1. **(30%)** Past performance on similar projects in terms of quality of work, cost control, and compliance with performance schedules. Document by references and other means.
2. **(20%)** Firm qualifications and experience
3. **(20%)** Project Approach - understanding of the work to be performed.
4. **(20%)** Price proposal / Fee Schedule (Attachment H)
5. **(10%)** Technical approach – quality of package (requested information provided, presentation, etc.)

Total possible cumulative percentage is 100%.

K. 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.

L. RESERVED RIGHTS

Issuance of this RFP does not constitute a commitment on the part of Spalding County to award a contract pursuant to this RFP. Spalding County reserves the rights to:

- a) Amend, modify, or withdraw this RFP.
- b) Revise any requirements under this RFP.
- c) Require supplemental statements of information from any responding party.
- d) Extend the deadline for submission of responses hereto.
- e) Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein.
- f) Waive any nonconformity with this RFP.
- g) Cancel, in whole or in part, this RFP if Spalding County deems it is in its best interest to do so.
- h) Request additional information or clarification of information provided in the response without changing the terms of the RFP.
- i) Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked contractor.
- j) Not award a contract as a part of, or result of, this RFP process.

M. OWNER QUESTIONS

Any vendor that submits a proposal may be requested to provide additional information to Spalding County. Such information is only for the purpose of clarification and in no way changes the vendor's proposal as originally submitted. Spalding County reserves the right to ask any or all vendors to clarify any portion of their proposals after submission.

N. COSTS OF PROPOSALS

Spalding County is not responsible or liable for any of the costs incurred by any vendor in preparing and/or submitting a proposal pursuant to this RFP.

O. EQUAL OPPORTUNITY

Spalding County prohibits discrimination on the basis of race, color, gender, religion, national origin, or disability in connection with employment of any person, or the award of any contract with the corporation. Spalding County will provide equal opportunities without regard to race, color, gender, religion, national origin, or disability, by requiring that any bank doing business with the corporation provide equal opportunity to persons and businesses employed by, or contracting with the supplier of products and services to the Corporation.

P. ACCESS TO PUBLIC RECORDS ACT NOTICE

Each vendor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification as to why such materials, upon request, should not be disclosed.

Q. GENERAL CONDITIONS

Upon submission of a bid, the bidder hereby certifies on behalf of his company or organization that:

1. This proposal is genuine and not made in the interest of, or on behalf of, an undisclosed person, firm or corporation.
2. This proposal is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
3. The Firm has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid.
4. The Firm has not solicited or induced any person, firm or corporation to refrain from bidding.
5. The Firm has not sought by collusion to obtain for itself any advantages over any other bidder or over Spalding County.

R. DRUG FREE WORKPLACE

Spalding County is a drug free work place and contractors are to abide by the Federal Drug Free Workplace Act of 1988 41 U.S Code § 8102.

S. INDEMINIFACATION

Proposer shall indemnify, defend, and hold harmless the County, its employees, council members, agents, attorneys, and officers from and against all losses, damages, claims, actions and causes of action, and all expenses, including, but not limited to, attorney's fees and costs, incidental to such losses, damages, claims, actions or causes of action related to Proposer's work stemming from or related to this RFP and all agreements arising therefrom. This obligation includes any losses, damages, claims, actions or causes of action of Proposer. This provision applies to, without limitation, liability resulting from (1) injury to or death of any person, (2) damage to real or personal property, (3) economic loss, and (4) any such other losses, damages, or claims related to the acts or omissions of Proposer or anyone acting under its direction or control or on its behalf. The provision applies regardless of the negligence of the County or its employees, be it active or passive, except where such loss, cost, damage, claim, expense, or liability arises from the sole gross negligence or willful misconduct of the

County. Upon request of the County, Proposer shall, at no cost or expense to the County, defend any suit asserting a claim for any loss, damage, or liability specified above, and Proposer shall pay any costs and attorney's fees that may be incurred by the County in connection with any such claim or suit or in enforcing the provisions of this paragraph.

T. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT: E-VERIFY AND SAVE PROGRAM

Spalding County participates in the Georgia Security and Immigration Compliance Act with regard to Contractors and Subcontractors. The Act is explained in detail in this document. *Additionally, there are three documents included that must be completed and returned to Spalding County with your bid package, as applicable.* These are:

1. Contractor Affidavit and Agreement
2. Subcontractor Affidavit
3. Sub-subcontractor Affidavit

Failure to return the completed documents, if required, shall result in disqualification of the bid in its entirety.

The undersigned Proposer has read and understands the provisions contained herein and agrees to be bound by same. Please sign below to acknowledge you have read and understand the RFP.

PROPOSER

Name of Firm

By: _____

Name: _____

Title: _____

Consulting Services for Disaster Recovery and FEMA Public Assistance

STATEMENT OF ASSURANCE, COMPLIANCE, AND NON-COLLUSION

(STATE OF GEORGIA)
(SPALDING COUNTY)

_____, being first duly sworn, deposes and says that:

- (1) The undersigned, as Proposer, certifies that every provision of this proposal has been read and understood.
- (2) The Proposer hereby provides the following representations and assurances:
 - (a) The Proposer represents that it has familiarized itself with and assumes full responsibility for having familiarized itself with the nature and extent of this RFP, the Work, the locality, local conditions, state, and local laws, ordinances, rules and regulations, as well as all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications; all as may be applicable to the Project and the Work or that may in any manner affect performance of the Work, including, those requirements, terms, and conditions contained within Section 3 (the "Proposal Form") of this RFP. The Proposer further represents that it has correlated its Proposal with the requirements of this RFP; and
 - (b) The Proposer shall comply with all requirements, stipulations, terms and conditions as stated in this RFP; and
 - (c) The Proposer currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this RFP; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this RFP; and
 - (d) The Proposer has not colluded with other Proposers possibly interested in this RFP in arriving at or determining prices and conditions to be submitted; and
 - (e) No person associated with Proposer's firm is an employee of the County. Should Proposer, or Proposer's firm have any currently existing agreements with the County, Proposer must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
 - (f) Such agent as indicated below, is officially authorized to represent the firm in whose name the proposal is submitted.

NAME OF FIRM

By: _____ Print Name: _____

Title: _____ Date: _____

PROPOSAL FORM

Name of Firm: _____

To: Spalding County, GA

Re: CONSULTING SERVICES FOR DISASTER RECOVERY AND FEMA PUBLIC ASSISTANCE AND PRE-EVENT RETAINER

Pursuant to this RFP, including all accompanying and referenced documents, the undersigned submits the following:

A description of corporate qualifications and relevant experience of the undersigned, including, without limitation, a thorough summary of the undersigned's qualifications to perform the work required, the general qualifications and technical competency of the individuals in the firm, the specific qualifications and technical competency of the individuals to be involved in the project. List all certifications and the number of staff certified in each area. Include the name and experience of the Project Manager, and a comprehensive list of similar projects he/she has completed in the past ten (10) years, to include the name and telephone number of the undersigned's contact persons for such projects. **Attach as Schedule A: Qualifications**

A detailed description of the general experience of the firm and examples of specific experience on projects of similar scope. Describe what differentiates your company and proposal from your competitors. Questions and References detailed in Section 5 will be applicable to this Experience section for the Evaluation Criteria. **Attach as Schedule B: Experience**

A detailed description of how the project is to be approached and completed. Address all items requested in the Scope of Services section. **Attach as Schedule C: Project Approach**

The name, experience, qualifications, and percentage of work to be performed by any subcontractors who shall receive any subcontract. Include copies of all subcontractor licenses and certificates; explanation of method and reason for selection; subcontractor compensation; and subcontractor billing rate. **Attach as Schedule D: Subcontractors**

Due to the scope of this project, compensation shall be based on the selected firm's rate schedule. Respondents are requested to provide a rate schedule with their proposal, which may be marked "CONFIDENTIAL", and will not be subject to disclosure as part of the public record. **Attach as Schedule E: Compensation**

Cost Center Tracking: The services provided under this contract should be eligible for reimbursement as a direct administrative cost (reference Disaster Assistance Policy DAP9525.9, Section 324 Management Costs and Direct Administrative Costs and Recovery Policy 9525.14, Grantee Administrative Costs). To maximize The County's ability to recover the cost of services provided under this contract, the Firm shall track time on a project by project basis. Invoices submitted to the County for payment must reflect this project by project breakdown and must provide

documents, and shall include all items necessary to perform the services, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of all obligations of the Agreement.

It is understood and agreed that if awarded, the party making the Proposal will execute and deliver to the County the Agreement, as well as, certificates of insurance on or before the tenth (10th) day following receipt of County's Notice to Proceed.

It is understood and agreed that should the party making the Proposal fail or refuse to return executed copies of the Agreement and required bonds and insurance certificates to the County within the time specified, the Proposal security shall be forfeited to the County.

The party making the proposal hereby certifies that it has all required licenses necessary to provide all services contemplated in this RFP; that such licenses will be in full force and effect throughout the duration of performance under the agreement; and that any and all subcontractors to be employed by the undersigned will have appropriate licenses.

It is understood and agreed that if requested by the County, the party making the Proposal shall furnish additional notarized financial statements, references, and other information required by the County sufficiently comprehensive to permit an appraisal of the party making the Proposal's ability to perform the Agreement.

The undersigned hereby warrants that all services shall be completed in a timely fashion pursuant to the Agreement. Time is of the essence.

The undersigned warrants that the required Non-Collusion Affidavit has been properly executed, notarized and is attached.

THE UNDERSIGNED hereby declares that all of the representations of this Proposal are made under penalty of perjury under the laws of the State of Georgia.

Name of Firm: _____

By: _____ Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Title: _____ Date: _____

COMPANY INFORMATION

1. Firm: _____

2. Address: _____

3. Telephone: _____

4. Entity Type: Individual _____ Partnership _____ Corporation _____

5. License Number/s: _____

Class: _____

License Holder: _____

6. Have you or any of your principals ever been licensed under a different name or different license number? _____

If yes, give name and license number:

7. Attach Organizational Chart

8. Number of years in the industry: _____

9. Has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' association outside of the firm. _____

If Yes, give dates, names, and addresses of surety and details.

10. Have you or any of your principals been assessed damages for any services rendered in the past three (3) years? Response must include information pertaining to principals' association outside of the firm. _____

If Yes, explain:

11. Have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question or questions relating to services rendered during the past three (3) years? Response must include information pertaining to principals' association outside of the firm.

If Yes, explain:

1. Have you or any of your principals ever failed to complete a contract in the last three (3) years? Response must include information pertaining to principals' association outside of the firm. _____

If Yes, explain:

2. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of Spalding County? _____

If Yes, explain:

3. Please attach a list of at least three (3) references where you had contracts of similar nature within the last three (3) years. Include their name, address, phone number, contact as well as original contract amount and type of contract.
4. Please attach resumes of person (s) who will serve under our contract and of the person that will be Spalding County's point of contact.
5. How many employees are in your company? _____

I certify and declare under penalty of perjury under the laws of the State of Georgia that the foregoing Information Required of the Firm making the Proposal provided by me herein is true and correct. Executed this _____ day of _____, 2021.

Name of Entity: _____ By: _____

Print Name: _____ Title: _____

Notary: _____

My Commission Expires: _____ Affix Seal

EXHIBIT A IMMIGRATION AND SECURITY FORM

O.C.G.A. § 13-10-91 requires contractors interested in public works contracts to file an affidavit that the contractor and its subcontractors have registered and participate in a federal work authorization program intended to insure that only lawful citizens or lawful immigrants are employed by the contractor or subcontractor.

In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., Contractor must warrant and affirm that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>; and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

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 Spalding County, Georgia has registered with and is participating in a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99- 603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13- 10-91, and Contractor warrants that it will continue to use the federal work authorization program throughout the contract period.

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 Spalding County, Georgia, 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 Georgia Department of Labor Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Spalding County, Georgia at the time the subcontractor(s) is retained to perform such service.

Signature

Title

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email: _____

Federal Work Authorization User Identification Number: _____

Date of Authorization: _____

Affidavit Verifying Status For County Public Benefit Application

By executing this affidavit under oath, as an applicant for the award of a contract with Spalding,

County Georgia, I _____ . [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ Date _____

Printed Name: _____

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

_ Alien Registration number for non-citizens

Notary Public
My commission Expires:

***Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below

Conflict of Interest Statement

As a duly authorized representative of the firm _____

I, _____ with the title _____ certify

that to the best of my knowledge no circumstances exist that will cause a conflict of interest in performing services for Spalding County, GA Government, that no employee of Spalding County, GA, nor any public agency official or employee affected by this Request for Proposals has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for Spalding County, GA Government.

Date: _____

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

Officer's Oath

As a duly authorized representative of the firm involved in the bidding for or procuring the contract _____ I, _____ with the title _____ certify that I did not prevent or attempt to prevent competition in such proposals by any means whatsoever. Nor did I prevent or endeavor to prevent anyone from making a proposal therefore by any means whatsoever, or induce another to withdraw a proposal for the work.

Date: _____

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

Indemnity Agreement

This indemnity agreement made and entered into in favor of SPALDING COUNTY a Political Subdivision of the State of Georgia, by _____.

WHEREAS, _____ has submitted a bid to SPALDING COUNTY so as to provide

NOW, THEREFORE, as an additional consideration in SPALDING COUNTY awarding the bid to

_____ agrees to indemnify and hold harmless SPALDING COUNTY, its agents, principals, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of any alleged negligence of SPALDING COUNTY, its officers, agents, or employees in connection with said bid /award; provided this indemnity shall not extend to any damage, injury or loss due to SPALDING COUNTY's sole negligence or willful misconduct of SPALDING COUNTY. _____ shall defend against all such claims and pay expenses of such defense, including reasonable attorney fees, and all judgments based thereon.

WITNESS THE HAND AND SEAL of the _____ pursuant to proper corporate authority day of _____, 2021.

[CORPORATE NAME]

By: _____

Title _____

Attest: _____

Title _____

[Affix Corporate Seal]

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2	Business name/disregarded entity name, if different from above	
3	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5	Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6	City, state, and ZIP code	
7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number EIN. If you do not have a number, see *How to get a TIN*, later.

Social security number

- -

or

Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1099-I (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.