

BUTTS COUNTY BOARD OF COMMISSIONERS

**Request for Proposals**

# **RFP #25-06**

# **FOR**

**DEBRIS MONITORING SERVICES**

**Deadline:**

**November 5th, 2024, at 2:00 P.M.**

 **BUTTS COUNTY BOARD OF COMMISSIONERS**

**REQUEST FOR PROPOSALS**

**D****ebris Monitoring Services**

Greetings,

Questions or clarifications regarding this request for proposal should be addressed to Brianna Joyner, Procurement Specialist via email to bjoyner@buttscounty.org. Questions will be accepted until October 22nd, 2024 12:00 p.m. and will be answered in an addendum on the county’s website <https://buttscountyga.com> if such information is necessary so that all potential bidders will have the information. The deadline for the first addendum, if required, will be October 24th, 2024. The posting of additional addenda may be required, and it is the responsibility of the Proposer to ensure that they review the County’s website for any additional addenda, and that they submit acknowledgement of all applicable addenda (on the included form) with their solicitation. Proposers should not expect to be individually notified by Butts County. Sealed proposals will be accepted until November 5th, 2024, at 2:00 p.m. Any late submittals received will not be considered. Submittals are to be delivered to:

Butts County Government

 Purchasing Office

 625 W. Third Street, Suite 4

 Jackson, GA 30233

 Request for Proposals: Debris Monitoring Services

The Cost Proposal must be submitted in a sealed envelope separate from the proposal and specify on its face the name of the consulting firm.

Thank you for your interest in doing business with Butts County!

# **SECTION I – REQUEST FOR PROPOSAL INFORMATION**

The information in this section is proposal specific. Any conflicting information stipulated in this section shall supersede the General Terms & Conditions noted in Section II.

## PURPOSE

Butts County is seeking competitive sealed proposals from qualified organizations who will provide Butts County with 24/7 emergency contact information so that immediately before or after a major disaster event the vendor can be contacted to ascertain their availability. This proposal 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 Butts County GA. The contractor shall provide all materials and services necessary in the performance of this proposal. Butts County, GA does not guarantee a minimum value for this contract.

## SCHEDULE OF EVENTS

# Pre-Proposal Conference No

# Deadline to submit questions October 22nd, 2024, at 12:00 pm

# Deadline for first addendum October 24th, 2024, at 2:00pm

# Deadline for submission of completed RFP November 5th, 2024, at 2:00 pm

## SCOPE OF WORK

Butts County request proposals for assistance to support the County’s Disaster Recovery operations to minimize impacts from future disasters. 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. 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. In a major catastrophic disaster, Butts County may have difficulty locating staff, be understaffed, have problems locating equipment, and may have difficulty funding the debris removal in the short term as well as long term. Private contractors play a significant role in the debris removal, collection, reduction, monitoring, and disposal process. Private contractors may be employed to supplement the efforts of Butts County and volunteer works crews.

If it is determined that the available resources are insufficient to complete the debris removal and monitoring 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.

### 1.3.1. GENERAL

 1.3.1.0. CONTRACT SCHEDULE: The awarded contractor shall sign and deliver the negotiated Agreement and such other required Contract documents to the County within ten (10) calendar days of the Notice of Award being received by the awarded contractor. Once the contract is executed between Butts County and the awarded contractor, the awarded contractor will be bound by the pre-event on call services contract to deliver the services required by this proposal. Butts County must first approve any change in or substitution of team members, including any consultant, in writing.The initial contract term between the County and the contractor shall be from October 1, 2023 to December 31, 2024 and will be eligible for up to three (3) annual renewals.

#### 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.

#### PRICING AND QUOTE PREPARATION: Bidders are encouraged to list any options or services it may provide that it feels might be of interest to the County, not included in the base proposal price.

#### JOB REQUIREMENTS: Written daily reports denoting areas worked, quantities removed, quantity of equipment in service, area to be worked the following day or days, weather report, problems and issues noted, problems and issues corrected, in addition to other reporting obligations as may be applicable based on the overall scope of services.

#### QUANTITIES: 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, the 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. Notwithstanding, the awarded contractor will be responsible for ensuring that only eligible debris quantities are being claimed for Public Assistance and must have the ability to estimate debris quantities, differentiate between debris types, properly fill out load tickets and follow all safety procedures, in addition to submitting daily reports on load quantities.

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

### DISASTER DEBRIS MONITORING SERVICES

#### The Successful Bidder will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, drainage areas/canals, waterways, and other public, eligible, or designated areas. Specific services may include:

# Coordinating daily briefings, work progress, staffing, and other key items with the County.

# Scheduling work for all team members and contractors on a daily basis.

1. Hiring, scheduling, and managing field staff.
2. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
3. Develop forms, databases, etc. for tracking field activities, submitting invoices to FEMA, FHWA, etc. Such forms, databases and invoices must be compatible with County software and approved by the County.
4. Assisting the County with responding to public concerns and comments.
5. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
6. Entering load tickets into a database application.
7. Digitization of source documentation (such as load tickets).
8. Developing daily operational reports to keep the County informed of work progress.
9. Development of maps, GIS applications, etc. as necessary.
10. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
11. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA, and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.
12. Provide monitors to monitor disaster debris removal contractors to ensure collection is conducted in accordance with County, FHWA, FEMA, and other required standards, including contractual provisions specified in County disaster debris collection contract. Ensure that only eligible debris quantities are being claimed for Public Assistance.
13. Provide monitors at designated check points to check and verify information on debris removal and at Debris Management Sites (DMSs) located throughout the County.
14. Debris monitors must have the ability to estimate debris quantities, differentiate between debris types, properly fill out load tickets and follow all safety procedures. Responsibilities of monitors include, but are not limited to:
15. Report issues to their direct supervisor which require action, such as safety concerns, debris removal contractor noncompliance and equipment use.
16. Properly and accurately complete and physically control load tickets.
17. Ensure that trucks are accurately credited for their load.
18. Ensure that trucks are not artificially loaded (ex: debris is wetted, debris is fluffed, not compacted).
19. Ensure that hazardous waste is not mixed in loads.
20. Ensure that C&D debris is not mixed in loads of vegetative debris.
21. Ensure that all debris is removed from trucks at DMSs.
22. Report if improper equipment is used.
23. Report if debris removal contractor personnel safety standards are not followed.
24. Report if general public safety standards are not followed.
25. Report if completion schedules are not on target.
26. Ensure that only debris specified in the contract is collected and is identified as eligible or ineligible.
27. Assure work is within the assigned scope of work.
28. Report to supervisor if debris removal work does not comply with all local ordinances as well as State and Federal regulations (i.e., proper disposal of hazardous wastes).
29. Debris monitors are to submit daily reports on load quantities.
30. Disaster related damage assessment and reconstruction services, as needed.
31. Final report and appeal preparation and assistance.
32. Cost recovery of eligible funds is currently not obligated or potentially de-obligated by appropriate funding agencies. Separate pricing structures for this service may be included in the Consultant's proposal.
33. Other disaster recovery services as requested by the County.

### EMERGENCY MANAGEMENT PLANNING AND TRAINING

#### The Successful Bidder shall provide the following, if requested by the County:

1. Comprehensive emergency management plans Comprehensive emergency management plans (e.g., COOP, EOP) to include plan development, review, and revisions.
2. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review, and staff augmentation.
3. Development of a debris management plan - including identification of an adequate number of DMS locations. Staff training, as necessary.
4. Procurement assistance for debris removal contractors and other services as requested.
5. Project management to include the formulation and management of permanent work projects, task force management.
6. Technical support and assistance in developing public information.
7. Other training and assistance as requested by the County.
8. Other reports and data as required by the County.
9. Other emergency management and consulting services identified and required by the County.

### DAMAGE ASSESSMENT AND RECONSTRUCTION SERVICES

#### If requested, the Successful Bidder shall provide post-disaster damage assessment and reconstruction services to include assessment, planning, engineering, and construction management services. Specific areas where services may be requested include County facilities, utility systems, transportation systems, and other sectors as required. The consultant will assist, if directed by the County, with document preparation of permanent work projects.

### OTHER AGREEMENTS/SERVICES

#### The successful Bidder will be expected to adhere to the following duties and responsibilities as part of the Disaster Debris Monitoring Services, Emergency Management Planning and Training, and Damage Assessment and Reconstruction Services, as applicable:

1. The selected firm(s) shall provide on the work site(s) a qualified accessible supervisor(s) or liaison officer as directed. At least one (1) accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the Firm(s) and its subcontractors and all communications given to the supervisor or liaison officer in writing by COE's authorized representative shall be as binding as if given to the Firm(s).
2. Adequately manage property damage claims which result from contractor's errors or omissions.

3. Consultant shall review, validate, and reconcile debris management contractor(s) invoices prior to submission to the County for processing. The Consultant shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the County, debris contractor(s) and FEMA representatives. All invoices from the debris contractor(s) shall be directed to the Consultant.

4. The invoices shall be reviewed by the Consultant to be accepted or rejected in a timely manner. The Consultant shall issue in writing to the County and the debris contractor, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the monitoring Consultant shall clearly state the reasons for rejection and work with the debris contractor to resolve it immediately.

5. Only invoices that are accurate and complete will be forwarded to the County for payment.

6. Consultant shall assist the County in reviewing and processing requests for payment by the debris removal and disposal contractor(s) as well as in preparing final reports necessary for reimbursement by FEMA, FHWA (Federal Highway Administration) and other applicable agencies by County staff and designated debris removal and disposal contractor(s).

 7. Consultant shall assist in ensuring that processing of federal funding is done as quickly as possible, by verifying the following information is accurate and promptly provided:

1. Review of debris contractor invoices
2. Monitoring information
3. Project Status Reports
4. Completed Load tickets.
5. Consultant payroll
6. Review of debris contractor equipment hours of operation
7. Vehicle certifications

 8. Start and end dates of the first debris removal pass and all subsequent passes.

9. Consultant shall provide professional oversight to monitor compliance with environmental and transportation regulations, FEMA reporting requirements, and any other federal, state, or local regulation that pertains to debris recovery operations. The Consultant shall stay current with FEMA and FHWA policies and procedures and notify the County's Project Manager immediately as changes occur.

10. Consultant shall be capable of providing a 1-800 service to respond and report on resident inquiries during the performance of debris removal and disposal activities.

11. Consultant shall provide regular status updates to the County's Project Manager for public information use.

12. Consultant shall provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the project management team to be resolved with the debris contractor(s). A weekly log of such complaints and their resolution shall be provided to the County's Project Manager. Property damage complaints must be tracked using GIS. Any photos of the property damage must be linked to GIS. A geodatabase shall be provided to the County with weekly updates. Upon request of the County, the Consultant may also be called upon to provide appropriate staffing of a customer call center to assist with public telephone inquiries, concerns, and complaints regarding debris removal operations.

13. Consultant shall provide the County's Project Manager and the debris contractor(s) with daily Disaster Debris Status Reports. Each daily report shall contain the following:

1. Overview of daily activities including status of damage complaints
2. Cumulative debris tally by debris site
3. Cumulative debris tally by day
4. Summary of monthly debris removal efforts (cumulative and by debris site)
5. Summary of mulch removal efforts (cumulative and by debris site)
6. Summary of mixed/construction & demolition removal efforts (cumulative and by debris site)
7. Stump volume by site
8. Debris site status
9. Labor force report

This reporting is due no later than 12:00 noon the following business day or as requested by the County.

14. Consultant shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Consultant on behalf of the County and provided to the County upon their request or project completion. Additional copies shall be provided to the debris removal contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at each OMS to assure that no vehicle modifications have been made and to confirm data accuracy.

15. Consultant shall measure the volume to the nearest cubic yard of usable space for each debris collection vehicle. The Consultant shall complete the Vehicle Certification Form provided for each vehicle. The original Vehicle Certification Form shall be delivered to the County Project Manager or designee. The County Vehicle Certification Form will have the following information:

1. Vehicle make, model.
2. Length
3. Width
4. Height
5. Volume in cubic yards
6. Tag number of vehicle
7. VIN number of vehicle
8. Vehicle type
9. Driver of vehicle name (printed) and signature.
10. Sub-Contractor representative name (printed) and signature.
11. Certification monitor name (printed) and signature certifying vehicle.
12. Date
13. Vehicle certification number

16. Consultant's Project Manager or designee shall review all truck certification forms with the debris contractor to assure completeness and accuracy of each form before forwarding to the County's Project Manager or designee.

17. Subcontractors will not be permitted. In the event that the County authorizes a subcontractor of any kind, s subcontractor plan shall be submitted to the County or its representative for its approval. Prime contractors must take the affirmative steps required by 2 CFR § 200.321(b)(1)-(5) prior to engaging any subcontractors. Under no circumstance will any subcontractor be permitted without compliance with all applicable federal regulations, including those set forth herein.

## FEDERAL TERMS AND PROVISIONS REQUIRED IN CONTRACT

The following terms and conditions must appear in any contract entered into the with Successful Bidder related to the services set forth in this RFP.

1. Access to Records. The following access to records requirements applies to the Contract in addition to any requirements that may be elsewhere imposed:
	1. Consultant agrees to provide County, the Comptroller General of the United States, or any of their authorized representatives or designees, access to any books, documents papers, and records of Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant shall keep its books documents, papers, and records available for this purpose for at least five years after this Agreement terminates or expires or such longer time as requested by County at any time prior to the expiration of the then applicable time frame. This provision does not limit the applicable statute of limitations.
	2. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
	3. Consultant agrees to provide any of the foregoing parties access to construction or other work sites pertaining to the work being completed under this Agreement, if applicable.
	4. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Consultant does not transfer the records to County or any authorized or designated federal representative.
2. Environmental Compliance.
	1. Consultant shall comply with all applicable standard, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 1701 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).
	2. Consultant shall report all violations to County, any applicable State agencies, and the regional office of the Environmental Protection Agency.
	3. Consultant shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.
	4. Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201 et seq.).
3. Contract Work Hours and Safety Standards Act.
	1. *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
	2. *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in Paragraph (a) of this section, the Contractor, and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor, and any subcontractor responsible therefor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (a) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph (a) of this Section.
	3. *Withholding for unpaid wages and liquidated damages*. The applicable federal funding agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (b) of this Section.
	4. *Subcontracts*.The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with clauses set forth in Paragraphs (a) through (c) of this Section.
4. Equal Employment Opportunity. This provision is applicable to all federally assisted construction contracts, as that term is defined at 41 C.F.R. § 60-1.3. To the extent the Agreement meets this definition, Consultant agrees as follows:
	1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
	2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
	3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor’s legal duty to furnish information.
	4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the contractor’s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
	5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
	6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
	7. In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
	8. The Contractor will include provisions in Paragraphs (a) through (g) set forth in this subsection in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

	The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish he administering agency and the Secretary of Labor such information as they may require for the supervision of such compliances, and that it will otherwise assist the administering agency in the discharge of the agency’s primary responsibility for securing compliance.

	The applicant further agrees that it will refrain from entering into any contract or contract medication subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has no demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertaking the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
5. Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms.
	1. If Consultant intends to subcontract any portion of the work covered by the Agreement, Consultant must take all necessary affirmative steps to assure that small and minority businesses, women’s business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:
		1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists.
		2. Assuring that small and minority businesses, and women’s business enterprises, are solicited whenever they are potential sources.
		3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises.
		4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and
		5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. Immigration and Nationality Act
	1. Consultant agrees to comply with the terms of the employment provisions contained in 8 U.S.C. Section 1324A(e), Section 274A(e) of the Immigration and Nationality Act.
7. Administrative Remedies for False Claims and Statements
	1. Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Consultant’s actions pertaining to this Agreement.
8. Remedies
	1. If any work performed and/or good delivered by consultant fails to meet the requirements of the Agreement, any other applicable standards, codes, or laws, or otherwise breaches the terms of the Agreement, the County may in its sole discretion:
		1. Elect to have Consultant re-perform or cause to be re-performed, at Consultant’s sole expense, any of the work which failed to meet the requirements of the Agreement.
		2. In the case of goods, reject the goods and require the Consultant to provide replacement goods that meet the needs of the County and the terms of the Agreement.
		3. Hire another Contractor to perform the work and deduct any additional costs incurred by County as a result of substituting contractors from any amounts due to consultant; or
		4. Pursue and obtain any and all other available legal or equitable remedies.
	2. This Section shall in no way be interpreted to limit the County’s right to pursue and obtain any and all other available legal or equitable remedies against the consultant.
9. Compliance with Applicable Laws
	1. Consultant agrees to be bound by the terms of the Federally Funded Subaward and Grant Agreement between the County and FEMA and/or the State of Georgia and any of its agencies if applicable.
	2. Consultant agrees to be bound by all applicable state and federal laws, regulations, and Executive Orders.
10. Suspension and Debarment
	1. Federal regulations restrict the County from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Consultant can verify its status and the status of its principals, affiliates, and subcontractors at [www.SAM.gov](http://www.SAM.gov).
		1. This Contract is a covered transaction for purposes of 2C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
		2. Consultant 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.
		3. This certification is a material representation of fact relied upon by the County. If it is later determining that the Consultant 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 to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
11. Byrd Anti-Lobbying Amendment
	1. Consultants who apply or bid for an award of $100,000 or more shall file the required certification found below. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier to the recipient.
	2. The certification referenced in Paragraph (a) of this Section is below:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

 Consultant, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provision of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statement, apply to this certification and disclosure, if any.

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

 Signature

 Name:

 Title:

* 1. **PACKAGING/SUBMISSION REQUIREMENTS**

The following information and/or documents MUST be included with the Bidder’s response.

1. \_\_\_ Firm/Contractor Information & Documentation – Must include the following:
	1. *History of Firm* – Provide a detailed history of the firm, qualifications, and prior experience that relates to this RFP.
	2. *Project Approach* – Describe the Firm’s approach with regard to these services.
	3. *Staff Qualifications* – Provide detailed biographical information on the individuals who will provide project services, including education, training, and experience.
	4. *Work-In-Progress* – Submit a list of current work-in-progress with contract amounts and a list of work currently awarded but not yet started.
	5. *Quality Control* – Submit information describing the Firm’s quality control program.
	6. *Job Site Security* – Describe how your company will provide job site security.
	7. *Sample Contract* – Submit a sample contract for performance of work outlined in this RFP.
	8. *Other* – Include any other pertinent information that may be used by the County to evaluate the Firm’s proposal.
2. \_\_\_ Pricing Sheet *(supplied)*
3. \_\_\_ Addendum Acknowledgment Sheet *(supplied)*
4. \_\_\_ Company Information Form *(supplied)*
5. \_\_\_ W-9 Form *(supplied)*
6. \_\_\_ Contractor Firm Certification Statement *(supplied)*
7. \_\_\_ Georgia Security and Immigration Compliance Act Affidavit and Agreement (*supplied*)
8. \_\_\_ Non-Conflict of Interest form *(supplied)*
9. \_\_\_ References Sheet *(supplied)*
10. \_\_\_ Supplier Inclusion Program form *(supplied)*

## EVALUATION CRITERIA

Butts County’s selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored through a process by the County’s staff.

The Proposer’s submittal must fully address the requirements listed in this solicitation and the Firm’s degree of experience, knowledge, and ability to provide experienced and qualified support staff. It is the County’s intention to select a firm which is the most qualified to meet the County’s needs. The award shall be based on but not limited to the following factors:

|  |  |
| --- | --- |
| **RFP EVALUATION CRITERIA** | **Scoring Value****Maximum Points** |
| **Qualifications** | 30 |
| **Relevant Experience and References** | 30 |
| **Understanding and Approach of the Project** | 30 |
| **Cost Proposal** | 10 |
| **MAXIMUM SCORING POINTS TOTAL** | 100 |
|  |  |
| **Notes:**  |  |
| **The Scoring Formula for the above Scoring Value Maximum Points is as follows:** |
| Excellent | .75 - 1.00 |
| Good | .50 - .74 |
| Fair | .25 - .49 |
| Poor | 0 - .24 |
| Multiply scoring formula by possible scoring value maximum point allotment. *Example:* If you score a firm .6 (Good) on **Relevant Experience and References** and multiply .60 x 30 (maximum scoring points), this will equal to 18 points. |

*SPECIAL NOTE -* the Proposal Cost will be evaluated as follows:

* Low Conforming Proposal 10 points
* Proposals within 5% of Low Proposal 8 points
* Proposals within 7% of Low Proposal 6 points
* All Other points

The County reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the County reserves the right to negotiate with the second highest ranked Contractor. The award will be the Proposer with whom potential contract negotiations were successful.

**SECTION II GENERAL TERMS AND CONDITIONS**

**1. Offer Submission**

a. These instructions will bind Offerors to terms and conditions set forth herein, except as specifically stated otherwise in special contract terms with any individual proposal. These instructions are to be considered an integral part of the proposal.

b. Proposals may be submitted by mail, common carrier or delivered in person. Fax or electronic proposals are not acceptable. It shall be the duty of each Offeror to ensure that their proposal is delivered within the time and at the place prescribed in this document. Proposals received prior to the time fixed in this proposal document will be securely kept unopened. A date/time stamp will be affixed to the envelope/package immediately upon its arrival at the Purchasing Department. Any proposal received at the office designated in this document after the exact time and date specified, will not be considered, and returned unopened to the Offeror.

c. At the date and time specified for the opening of the proposal, the proposal shall be publicly opened and read aloud for the information of Offeror and others present.

d. The proposal must be submitted in a sealed envelope/parcel on or before the date and time stated in this document and is to be mailed or delivered to:

**Butts County Board of Commissioners**

**Purchasing Department, Suite 4**

**625 West Third Street**

**Jackson, GA 30233**

**RFP # 25-06 Debris Monitoring Services**

e. The Submittal Checklist must be reviewed, and the Offeror is to comply with the order of the submittal of documents and is to be included with the proposal.

f. The following items are to be submitted:

• **One (1) unbound clearly marked “Original,” of the proposal documents**,

• **Two (2) bound copies identical to the original proposal documents**,

* **One (1) digital copy in PDF format on a USB flash drive identical to the original proposal documents. The USB flash drive should be labeled with the Proposal number and Offeror’s name.**

g. All proposals must be manually signed and filled out legibly (typewritten or printed in ink) with all changes or corrections initialed by the person signing the proposal.

h. If descriptive literature is attached to the proposal, your firm’s name must be on all sheets submitted.

i. Each proposal submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this request for proposal. The failure or omission of any Offeror to examine any form, instrument or document shall in no way relieve any Offeror from obligations in respect to the proposal submittal or the compliance of the terms, conditions, and requirements of the proposal.

j. Individual contractors shall provide their Social Security number and proprietorships; partnerships and corporations shall provide their Federal Employer Identification number on the Company Information Form of the proposal documents and a completed W9 form to be submitted with the proposal.

k. The authorized representative whose signature will appear on the proposal submitted certifies that the Offeror has carefully examined the instructions of this proposal and the terms and specifications applicable to and made a part of this proposal. The Offeror further certifies that the prices shown on the Proposal Price Submittal Form is in accordance with the conditions, terms, and specifications of the proposal and that any exception taken thereto may disqualify the proposal.

l. Any documentation submitted with or in support of a proposal or proposal shall become subject to public inspection under the Georgia Open Records Act. Labeling such information “Confidential,” “Proprietary,” or in any other manner shall not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract or purchase order.

**2. Preparation of Offers**

a. All products, equipment, articles, or material must be new and unused or in current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.

b. Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the Offeror’s request and expense if items are not destroyed by testing.

 c. Full identification of each item including brand name, model, catalog number, etc., must be furnished to identify exactly what the Offeror is offering. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term “or equal” if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency. In the event that any equivalent version is proposed, prospective Offerors are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the proposal for further consideration. Final determination of equivalency will be determined by Butts County.

d. Negligence on the part of the Offeror in preparing the proposal confers no right for withdrawal or modification in any way after the deadline for the proposal opening.

**3. Clarification and Communication to County Concerning Proposal**

a. From time to time, the Purchasing Department may have to release written changes to a solicitation. These formal written changes are called addendum or if multiple, Addenda. It is the ultimate responsibility of the Offeror to ensure that they have all applicable addenda prior to the proposal submission. Therefore, we encourage all Offerors to frequently review the County’s website: <https://buttscountyga.com/requests-for-bids-proposals-or-qualifications> All addenda forms must be signed and submitted with the proposal. Failure to respond and acknowledge any addenda or requests for clarification, even after the proposal opening, shall result in a non-responsive proposal.

b. The successful firm’s proposal and all addenda will become a part of the agreement resulting from this document.

 c. Offerors seeking an award of a Butts County contract shall not initiate or continue any verbal or written communication regarding a solicitation with any County officer, elected official, employee, or other County representative without permission of the Purchasing Department between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business shall be disqualified from consideration for award. **An exception to the above** would-be emailing request for clarification and/or questions to the point of contact listed in the bid/proposal. (These requests will be answered in an addendum).

**4. Pre-Proposal Conference**

The Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in the “Request for Proposal.” Unless indicated otherwise, attendance is not mandatory, although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the supplier must attend the conference in its entirety to be considered eligible for contract award.

**5. Rejection and Withdrawal of Offers**

a. Withdrawal of offer due to errors the supplier has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of offer to withdraw a proposal after the proposal opening. Withdrawal of offer for this reason must be done in writing within the forty-eight (48) hour period.

b. The County may reject all or part of the proposal where it is in the best interest of the county or as a result of improper conduct on the part of a county employee.

**6. Proposal and Contract Documents**

a. A proposal executed by an attorney or agent on behalf of the Offeror shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Offeror.

**Corporation:** If the Offeror is a corporation, the proposal must be submitted in the name of the corporation, not simply the corporation’s trade name. In addition, the proposal shall be signed by an officer of the corporation.

**Partnership:** If the Offeror is a partnership, all partners must sign the proposal. If all the partners do not sign the proposal, then the names of all those except limited partners must be furnished on the proposal and evidence of the authority of the signer(s) to execute the proposal on behalf of the partnership.

**Limited Liability Company (LLC):** If the Offeror is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the proposal documents.

**Sole Proprietorship or Individual:** If the Offeror is a sole proprietor or individual, a signature is required on all proposal documents by that individual.

b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representation, or agreements, either written or oral.

c. Contract Term – The time period of the agreement, if any is formed from this proposal, will be determined after the review and evaluation of the Timeline Schedules submitted by the successful offeror and the County.

**7. Exceptions and Omissions**

Any exceptions to the specifications and/or terms and conditions must be addressed during the question/clarification and addendum phases.

**8. Alterations of Solicitation and Associated Documents**

Alterations of County documents are prohibited and will result in automatic disqualification of the Offeror’s solicitation response.

**9. Cost Incurred by Vendors**

All expenses involved with the preparation and submission of the proposal to the Butts County Board of Commissioners, or any work performed in connection therewith is the responsibility of the vendor(s).

**10. Codes, Permits, Fees, Licenses and Law**

a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Offeror. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.

 b. All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law, O.C.G.A. Section 43-41-17.

**11. Safety**

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

**12. Design, Standards and Practices**

Design, strength, quality of materials and workmanship must conform to the industry acceptable standards of engineering practices and/or professional services.

**13. Statement of Warranty**

A Statement of Warranty should include all applicable manufacturers’ warranties and the Contractor’s warranty regarding equipment, materials, and workmanship. This statement shall include the terms, conditions, and the period of warranty coverage. Any exclusion(s) must be clearly stated.

**14. Non-collusion**

By submitting a proposal in response to this solicitation, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not either directly or indirectly, enter into any combination or arrangement with any person, Offeror, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**15. Nondiscrimination**

Notwithstanding any other provision of this Agreement, during the performance of this Agreement Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

1. No person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
2. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

**16. Georgia Security and Immigration Compliance Act**

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between Butts County and the successful Contractor.

**17. Supplier Inclusion Program**

Small, local, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process.

**18. Delivery and F.O.B. Destination**

a. All prices shall include shipping and delivery cost to our destination; F.O.B., Butts County, Georgia, unless otherwise requested. The Offeror shall oversee all material procurement, storage, and delivery to the project site. Unless otherwise specified in this specification, Offeror shall supply all materials required. The County will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The Offeror shall retain title for the risk of transportation, including the filing for loss or damages.

b. The County desires delivery of the product(s) or service(s) as specified at the earliest possible time after the date of award. Unreasonable delivery may be cause for disqualifying a proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

**19. County’s Tax Exemption**

Butts County is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by Butts County. Exemption certificates furnished upon request.

**20. Award of Contract**

a. Butts County desires to complete the award process in a timely manner. Butts County reserves the right to reject or accept any or all proposals, whole or any parts thereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal (s) selection which would be the most advantageous to the County with price and other factors considered. Butts County may elect to waive any technicalities. The proposal specifications will be available on the County’s website: <https://buttscountyga.com/requests-for-bids-proposals-or-qualifications>

b. Butts County reserves the right to reject any proposal if the evidence submitted by our investigation of the Offeror fails to satisfy the County that the Offeror is properly qualified to conduct the obligations of the Contract. If the successful Offeror defaults on their proposal, an award may be made to the next highest scored offeror.

c. Butts County is subject to making records available for disclosure after the Board of Commissioners approval of the recommendation. No claim shall be made by the selected Consultant for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated for the proposed project.

**21. Project Site and Monitoring of Work**

a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of Butts County. The Contractor shall provide and make available an appointee to Butts County for project coordination and supervision of Offeror installation personnel. Coordination consists of meeting with the Butts County representatives to review the project; on site walk throughout of installation area(s) before the installation begins; review installation procedures; review installation progress and to oversee any problems during installation until project completion.

b. The successful Offeror will promptly correct all work rejected by the County as faulty, defective, or failing to conform to the Minimum Specifications and/or to consensus standards adopted by both government and industry governing the repairs, whether observed before or after substantial completion of the work, and whether or not fabricated, installed, or completed. The successful Offeror will bear all costs of correcting such rejected work.

c. The Contractor shall ensure all trash generated by the work performed shall be removed from the site and properly disposed as each work operation is completed in a given area. Additionally, the Contractor shall ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the project. If an inspection reveals that the Contractor fails to clean up after work has been performed, the County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the correction. Should the Contractor still fail to clean the area, the County reserves the right to make other arrangements to have the area cleaned and the County shall deduct the cost from the Contractor’s invoice.

d. No one except authorized employees of the Contractor is allowed on the premises of Butts County facilities. Contractor employees are not to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

**22. Confidentiality**

All information disclosed by Butts County to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor while performing such work is to be kept strictly confidential.

**23. Indemnification**

a. The vendor that is selected as the contractor shall, at its own expense, protect, defend (but only to the extent not prohibited by O.C.G.A. §13-8-2(c)), indemnify, save and hold harmless Butts County and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Butts County and its elected and appointed officers, employees, servants and agents may incur as a result of the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

b. The contractor’s indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the contractor, but only to the extent and for such claims as are permitted under O.C.G.A. §13-8-2(c).

**24. Controlling Law, Venue**

Any dispute arising because of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Butts County, Georgia. This Agreement shall be governed by the applicable laws of the County of Butts and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the County of Butts Judicial Courts.

**25. Contractor as Independent Contractor**

In conducting its business hereunder, Contractor acts as an independent contractor and not as an employee or agent of Butts County. The selection, retention, assignment, direction, and payment of Contractor’s employees shall be the sole responsibility of Contractor.

**26. Assignment**

The Agreement, in whole or any part hereof, created by the award to the successful contractor shall not be sold, not be assigned or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of Butts County.

**27. Owner and Ownership of Documents**

The Butts County Board of Commissioners, 625 West Third Street, Jackson, Georgia 30233 is the owner of the proposed work. Reports and all relevant data such as maps, diagrams, plans, designs, electronic data, statistics, specifications, and other supporting records or drawings compiled or prepared in the course of performance of the services required by this contract shall be the absolute property of the County and shall not be used by the Contractor for purposes unrelated to this contract without the prior written approval of the County. Such original documents shall be turned over to the County upon completion of the project except that Contractor shall have the right to retain copies of the same.

**28. Performance of Contract**

a. Butts County reserves the right to enforce the Contractor’s performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the Offeror’s performance.

b. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.

 c. The Contractor accepts the relationship of trust and confidence established by the award of this proposal solicitation. The Contractor covenants with the County to utilize the Contractor’s best skill, efforts, and judgment in furthering the interest of the County; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the County,

d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

**29. Default and Termination**

**a. Termination by Contractor**

The agreement resulting from this proposal shall be subject to termination by Contractor in the event of any one or more of the following events: The default by County in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of County to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Contractor to remedy the same.

**b. Termination by County**

The agreement resulting from this proposal shall be subject to termination by the County at any time in the opinion of the County; the contractor fails to conduct the contract provisions of any one or more of the following events:

(1) The default by Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the County’s reasonable satisfaction, the County shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the County, the County may exercise their option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the County.

(2) Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

(3) Contractors’ failure to conduct services according to the approved proposal specifications.

(4) Contractors’ failure to keep, perform, or observe any other term or condition of this Agreement.

(5) Contractor’s performance of the contract is unreasonably delayed.

(6) Should the successful Offeror fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the County reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.

(7) The Contractor agrees by its proposal submission that the County’s decision is final and valid.

**c. Force Majeure**

Neither party shall be held to be in breach of the Agreement resulting from this proposal, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

**d. Waiver**

The waiver of any breach, violation, or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation, or default in or with respect to the same or any other covenant or condition hereof.

**30. Invoices**

 Invoices and/or statements should be mailed directly to:

**Butts County Board of Commissioners**

**Accounts Payable**

**625 West Third Street, Suite 4**

**Jackson, GA 30233**

**31. Payment**

Payment shall be tendered to the successful Offeror upon acceptance and approval by the County for satisfactory compliance with the general terms, conditions, and specifications of the proposal; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted; and receipt of a valid invoice.

**32. Insurance Requirements**

The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:

1. **General Liability Insurance:** $1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
2. **Automobile Liability Insurance:** $1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
3. **Worker’s Compensation & Employer’s Liability Insurance: Worker’s Compensation & Employer’s Liability Insurance:**

Bodily injury by Accident – each employee $1,000,000

 Bodily injury by Disease - each Employee $1,000,000

 Bodily injury by Disease – policy limit $1,000,000

1. **Professional Liability (Errors and Omissions) Insurance:** $2,000,000 limit per claim and aggregate.

Before a contract is executed, the Certificates of Insurance for all required coverage shall be submitted. The certificate shall list an additional insured as follows:

 **Butts County, Georgia**

 **Butts County Board of Commissioners**

 **625 West Third Street**

 **Jackson, Georgia 30233**

**Addendum Acknowledgment Page**

The Supplier has examined, carefully studied, and hereby acknowledges the Specifications and any Addenda and agrees to provide the required services in accordance with this proposal. **The Supplier agrees to all specification items listed unless specifically noted on an Exceptions page**. The Supplier further certifies that they are not currently debarred from submitting proposals by any agency of the State of Georgia or the federal government.

Specifications . . . . . . . . . . . . . . . . . . . Acknowledgement \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_ Acknowledgement \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_ Acknowledgement \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_ Acknowledgement \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Suppliers must acknowledge the Specifications and any issued addenda. Responses which fail to acknowledge the Supplier’s receipt of any addendum would result in the rejection of the bid if the addendum contained information which substantively changes the County’s requirements.***

**BID RESPONSE SIGNATURE**

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

Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone (including area code): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature Title

Name (Printed) Title (Printed)

**Company Information**

**Company**

Company/Individual Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physical Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Mailing Address (if different): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Employer Federal ID # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SSN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Authorized Representative**

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

 Printed or Typed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Project Contact Person**

 Printed or Typed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Office Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cellular Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONTRACTOR FIRM CERTIFICATION STATEMENT**

I (we) certify that the information contained herein is true and correct to the best of my (our) knowledge, and that the person submitting the RFP on behalf of the proposer has the authority to submit this RFP and make all representations contained herein. I (we) understand that the inclusion of false information may result in rejection of the proposal submitted in response to this RFP.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Contractor Firm Name |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of Preparer |  |

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_\_\_.

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

Notary Public in and for the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(seal)

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR SUBMISSION MAY RESULT IN REJECTION OF RESPONSE**

**RFP 26-06**

**DEBRIS MONITORING, DISASTER RECOVERY AND EMERGENCY PLANNING SERVICES**

**Company Name** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Pricing Schedule**

1. 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 | $ |
| GIS Analyst | $ |
| Data Manager | $ |
| Clerical | $ |
| Project Coordinator | $ |
| Crew Monitor | $ |
| Load Ticket Data Entry Clerk | $ |

**Average Hourly Rate $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The proposed fee shall include all labor, material, equipment, overhead and profit. All non-labor related project costs will be billed to Butts County at costs without mark-up. A schedule of fees broken down by task along with hourly rates for project personnel to be used as the basis for payment is to be attached.

Additional comments/recommendations: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Authorized Representative’s Name Authorized Representative’s Signature

(Print or Type)

**NON-CONFLICT OF INTEREST**

By submitting an offer in response to this solicitation, the Firm represents that in the preparation and submission of this proposal, said Firm did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Officer of Firm) certifies that to the best of our knowledge, no circumstances exist which shall cause a conflict of interest in performing services for Butts County, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this request for proposal.

Signature:

Type Name:

Title:

Firm Address:

**REFERENCES**

Please provide three (3) current or very current customers for whom you have provided comparable products or services as listed in the specifications of this bid.

|  |
| --- |
| **Reference One** |

Government/Company Name **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Address **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Contact Person and Title\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Phone **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Contract Period **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Scope of Work**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |
| --- |
| **Reference Two** |

Government/Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_

Contact Person and Title \_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax

Contract Period Scope of Work \_\_\_\_\_\_\_\_\_

|  |
| --- |
| **Reference Three** |

Government/Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_

Contact Person and Title \_\_\_\_\_\_\_\_\_

Phone Fax

Contract Period Scope of Work \_\_\_\_\_\_\_\_\_

|  |
| --- |
| **Information of person who prepared this form:** |

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

Company’s Name Date

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

Authorized Representative’s Name (Print or Type) Authorized Representative

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

**AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Butts County Board of Commissioners has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

Federal Work Authorization/ E-Verify User Identification Number

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

Date of Authorization

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

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

Executed on ­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, 20 \_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (city), \_\_\_\_\_\_\_\_\_\_\_\_\_ (state).

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

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

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE ­­­\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_,20 \_\_\_\_\_.

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

NOTARY PUBLIC

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

**SUPPLIER INCLUSION PROGRAM**

Small, local, veteran-owned, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process. In order to give recognition to this type of business classification, please check all which apply:

**Small Business**

Small businesses are defined by size standards and can be found in Title 13 of the Code of Federal Regulations (CFR), Part 121, and are broken down by the various categories of business enterprises.

**Local Vendor**

Local vendors must operate and maintain a regular place of business within the geographical boundaries of Butts County, must have a current occupational tax certificate, must have paid all real and personal taxes owed the County and must certify its compliance with the Georgia Security and Immigration Act.

**Veteran-Owned Business**

A veteran-owned business is a business in which a veteran owns a minimum of 51% of the business and also holds the highest position at the company and is active in the daily management and strategic direction of the company. Title 38 of the Code of Federal Regulations defines a veteran as “a person who served in the active military, naval, or air service and who was discharged or released under conditions other than dishonorable.” This definition explains that any individual that completed a service for any branch of armed forces classifies as a veteran as long as they were not dishonorably discharged.

**DBE Business**

DBE businesses, as defined by the Georgia Department of Administrative Services, shall be certified by the Georgia Department of Transportation, and shall consist of five (5) minority groups:

Asian American

Native American

African American

Hispanic/Latino

Pacific Islander.

**Female Owned Business**

A female-owned business is a business in which a female owns a minimum of 51% of the business and also holds the highest position at the company and is active in the daily management and strategic direction of the company.

**None of the Above Applies**

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

Company’s Name Date

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

Authorized Representative’s Name (Print or Type) Authorized Representative’s Signature