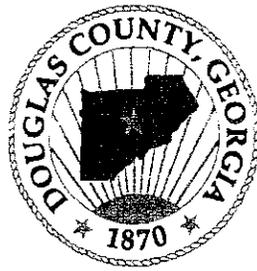


BILL C. PEACOCK  
Director - Purchasing



**DOUGLAS COUNTY BOARD OF COMMISSIONERS**  
**PURCHASING DEPARTMENT**

8700 Hospital Drive • Douglasville, GA 30134  
Telephone (770) 920-7247 • Fax (770) 920-7219

January 7, 2015

Subject: Douglas County Board of Commissioners  
Request for Proposal – Multi-Jurisdictional Hazard Mitigation Plan  
Solicitation No. 15-001

Gentlemen/Ladies:

Enclosed please find the Douglas County Board of Commissioners' Request for Proposal for Multi-Jurisdictional Hazard Mitigation Plan for the Douglas County, Georgia project.

The Proposal due date is January 30, 2015 no later than 2:00 PM ET. Proposals will be opened at 2:00 PM ET on January 30, 2015 in the Purchasing Bid Opening Room on the third floor of the Douglas County Courthouse, 8700 Hospital Drive, Douglasville, Georgia. You are invited to attend, or submit your Proposal prior to the deadline as stated in the attachments. Questions regarding this Proposal may be emailed to Bill Peacock, [bpeacock@co.douglas.ga.us](mailto:bpeacock@co.douglas.ga.us), in the Purchasing Office of Douglas County by 4:00 PM ET January 19, 2015. Each Proposal should be marked on the outside of the envelope with: "Sealed Proposal for Multi-Jurisdictional Hazard Mitigation Plan, Solicitation No. 15-001, January 30, 2015".

Thank you in advance for your interest and we look forward to your participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Peacock", is written over a faint, larger version of the same signature.

Bill Peacock  
Purchasing Director

Attachments



Douglas County Board of Commissioners  
 Purchasing Department  
 8700 Hospital Drive,  
 Douglasville, Georgia 30134

Phone: 770-920-7263 Fax: 770-920-7219  
 Website: [www.celebratedouglascounty.com](http://www.celebratedouglascounty.com)

Bill Peacock, Director  
 Purchasing and Administrative Services

**REQUEST FOR PROPOSAL**

Sealed Envelope shall be marked with the following information:  
**RFP -MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**  
**Solicitation No. 15-001 OPENING: 2:00 PM ET January 30, 2015**

**SCHEDULE OF EVENTS FOR RFP SOLICITATION NO. 15-001**

Deadline for requests for clarifications and questions. These requests must be emailed to: <a href="mailto:bpeacock@co.douglas.ga.us">bpeacock@co.douglas.ga.us</a>	4:00 PM ET January 19, 2015
Clarifications, modifications and/or answers will be posted on the Douglas County website: <a href="http://www.celebratedouglascounty.com">www.celebratedouglascounty.com</a>	2:00 PM ET January 23, 2015
Sealed proposals will be accepted until the opening date and time. Any late submittals received will not be considered. Submittals are to be delivered to Douglas County Purchasing Department, 8700 Hospital Drive, Douglasville, GA 30134.	2:00 PM ET  January 30, 2015

**THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD**

COMPANY NAME:	DATE:
MAILING ADDRESS:	PHONE:
CITY:	FAX:
STATE: ZIP:	SSN OR FEDERAL ID NUMBER:
EMAIL:	TITLE OF AUTHORIZED REPRESENTATIVE:
PRINTED NAME	AUTHORIZED SIGNATURE:

If you do not want to respond to this solicitation or would like to be removed from the Vendor Data Base, mark the appropriate space and return this sheet only and fax/mail to this office immediately.  
 \_\_\_\_\_ Remove our firm from your Vendor's List for this commodity \_\_\_\_\_ No Bid will be submitted

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**RFP - MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**  
**Solicitation No. 15-001 OPENING: 2:00 PM ET January 30, 2015**

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Douglas County welcomes and encourages all participation. The County actively solicits small businesses, businesses owned by women and businesses owned by minorities for all procurement transactions made by the County. If your company is not presently on the County's vendor's list, an application is available on the County's website: [www.celebratedouglascounty.com](http://www.celebratedouglascounty.com).

Douglas County is always very conscious and extremely appreciative of the time and effort you must expend to submit a proposal.

**SUBMITTAL CHECKLIST**

**Important Instructions:**

- I. All documents below must be included when you submit your bid package in the order as listed below.
- II. Failure to submit any of items marked below with an asterisk (\*) may cause rejection of the Proposal and may not be considered a minor irregularity. Please refer to page 6 and the below listed documents which may not be inclusive of all documents to be included. It is the Vendor's responsibility to review the entire proposal documents and to comply with all requirements.
- III One (1) unbound clearly marked "original" document with one (1) proposal cost attached to the original and four (4) bound copies must be provided to Douglas County Purchasing Department, 8700 Hospital Drive, Douglasville, Georgia, 30134. These documents will be delivered in a sealed envelope with the name of the respondent clearly visible in the upper left hand corner. The Consultant shall identify their firm on the cover sheet of each proposal (the original and copies). Proposals are required to be submitted per bid instructions and must be typewritten or printed in ink.
- IV. Elaborate proposals beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

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DOCUMENTATION DESCRIPTION	PAGE ORDER
* 1. Request for Bid Form (page 1 of this document)	1
* 2. Addenda (if applicable)	2
* 3. Proposal Fee Cost Sheet	3
* 4. Qualifications of Firm and Personnel	4
* 5. Project References	5
* 6. Bid Authorization Affidavit	6
* 7. Georgia Security and Immigration Compliance Act Form	7
* 8. Corporate Certificate	8
* 9. W9 Form (Completion of this form will expedite payment)	9
* 10 Any other requested Documents as specified in these bid documents	10



# **REQUEST FOR PROPOSALS**

**Solicitation No. 15-001**

## **MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

**Release Date:**

**January 7, 2015**

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**DEFINITIONS:**

*The individual, firm, partnership, manufacturer or corporation to whom the contract is awarded by Douglas County and who is subject to the terms thereof, for bidding purposes shall be addressed in this document as the Respondent, Proposer, Proponent, Vendor, Firm, Contractor and Consultant is synonymous.*

## **1. INTENT**

Douglas County is soliciting proposals from qualified firms or individuals to prepare a Multi-Jurisdictional Hazard Mitigation Plan that meets the necessary requirements of and is approved by the Federal Emergency Management Agency (FEMA) to be eligible for Hazard Mitigation Grant Program present and future funding, Pre-Disaster Mitigation Program funding and Public Assistance Funds. The intent of this proposal is to qualify and select a firm to update Douglas County's Multi-Jurisdictional Hazard Mitigation Plan in accordance with local, state and federal standards.

- 1.01 Hazard Mitigation involved the practice of reducing risk to people and property from natural disasters, while recognizing and adapting to natural forces and is defined by FEMA as any sustained action taken to reduce long-term risk to human life and property from natural hazards. A fundamental premise of Hazard Mitigation is that current dollars invested in mitigation will significantly reduce the demand for future expenditures by reducing the extent of emergency recovering, repair and reconstruction following a disaster.

## **2.0 OVERVIEW**

The purpose of the Plan is to demonstrate the "jurisdiction's commitment to reduce risks from natural hazards, serving as a guide for decision-makers as they commit resources to reducing the effects of natural hazards. Local plans will also serve as the basis for the State to provide technical assistance and to prioritize project funding.

- 2.01 The selected Consultant is expected to provide documentation of time spent developing the Plan and to adhere to a strict budget. To ensure that development of the Plan is consistent with the budget provided, the County's representative will meet periodically with the Consultant and with the Planning/Steering Committee members to monitor the expenditure of funds and progress of work.
- 2.02 The Consultant's work will not be complete until the Plan has been both formally adopted by the County and formally by the Federal Emergency Management Agency (unless otherwise timeline determined by the County's representative).

## **3.0 SCOPE OF WORK**

The Consultant must assist the jurisdictions within Douglas County in updating local and regional hazards; updating mitigation goals and strategies and identifying projects that enable the County to prepare for and reduce the impacts of a disaster by developing a comprehensive Multi-Jurisdictional Hazard Mitigation Plan. The plan will include up to three of local jurisdictions in the County. The Consultant will lead in the preparation of the Plan; however, members of the Planning/Steering Committee will provide input, information, and comments throughout the development of the Plan.

All information for interested firms, and RFP documents may be obtained at the office of the Douglas County Purchasing Department, (770.920.7263), located on the third floor of the Douglas County Courthouse, at 8700 Hospital Drive, Douglasville, Georgia.

Sealed RFPs in response to this Request will be received by the:

Douglas County Purchasing Director  
8700 Hospital Drive  
Douglasville, Georgia 30134

**The RFP due date is January 30, 2015 no later than 2:00 PM ET. RFPs will be opened at 2:00 PM ET on the RFP Due Date in the Purchasing Bid Opening Room on the third floor of the Courthouse. You are invited to attend, or submit your bid prior to the deadline. Each response should be marked on the outside of the envelope with: “Sealed RFP Multi-Jurisdictional Hazard Mitigation Plan, 15-001”.**

Douglas County reserves the right to waive any informalities, to reject any and all RFPs, to evaluate RFPs, to accept portions of any RFPs and to accept any bid, which in its opinion, may be in the best interest of the County. The County reserves the right to add to or delete from the contract after the contract has been awarded.

No RFP will be received or accepted after the above specified date and time of the RFP opening. RFPs submitted after the designated date and time will be deemed invalid and returned unopened to the firm.

No RFP may be withdrawn within thirty (30) days after the RFP opening and all RFPs shall remain firm during this period.

- 3.01 Development of the Plan will begin once the selected members of the Planning/Steering Committee. The successful Consultant will plan and facilitate at least three (3) public meetings.

#### **4.0 OVERALL PROJECT DESIGN**

The following tasks to develop the Plan are the minimum requirements but may not be all inclusive. A tentative schedule and the proposed timeline for this project must be submitted, but may be subject to change upon agreement with the Consultant

##### **4.1 *Collection of Available Data***

The successful Consultant will collect and analyze data and integrate it into the Plan as the basis for the formulation of the recommendations. The successful Consultant will also identify gaps in existing data and include recommendations to address these deficiencies.

##### **4.2 *Draft Plan***

Once all necessary data and information are collected, the Consultant will develop an initial Plan draft, with all necessary elements, including the below listed tasks. The Consultant will present the Draft Plan to the Planning Committee upon completion.

- 4.2.1 Brief description of the history, physical setting, land use patterns, and development trends of the area to be covered by the Plan.
- 4.2.2 Conduct an assessment and list the identification of hazards and preliminary risks assessment to which each of the participating partners is vulnerable.

- 4.2.3 Develop a Risk Assessment and Vulnerability Analysis report and prioritized list of recommended strategies, programs, policies and actions as required by FEMA regulations, including those that are relevant to people, physical assets, public facilities and infrastructure as well as general environmental conditions. Create Severe Repetitive Loss Strategies including a summary of current federal, state and local programs and policies that address the identified risks.
- 4.2.4 Planning Team Final Meeting will be dedicated to selecting, prioritizing and scheduling the recommended Mitigation Actions and will prepare a list of Mitigation Actions based on the findings of the Hazard Identification, Risk Assessment, and Mitigation Actions will be finalized by the Planning/Steering Team and will be categorized by hazard; providing pros and cons, preliminary cost estimates, and responsible entities. This portion of the Multi-Jurisdictional Hazard Mitigation Plan is called the Implementation Strategy and ranks the Mitigation Actions into short, medium and long-range priorities.
- 4.2.5 A Draft Multi-Jurisdictional Hazard Mitigation Plan will be formatted and will include the various components mentioned above.
- 4.2.6 The successful firm shall update mitigation projects, prioritize mitigation projects and develop mitigation strategies and actions which shall list a brief description of each recommendation, persons responsible for implementing recommendations, approximate cost of and potential funding sources for implementing recommendations, cost effectiveness of recommendations, and suggested timeline for implementing recommendations.

**4.3 *Strategy for evaluating, revising and implementing the Plan***

Update the Multi-Jurisdictional Hazard Mitigation Plan according to the latest FEMA guidelines, review crosswalks and State requirements. Prepare plan for submittal to FEMA reviewers.

**4.4 *Final Plan***

The successful Consultant will present to members of the Planning/Steering Committee and/or other invited officials the final version of the Plan, both verbally and in writing, that includes the requirements listed above and that incorporates the comments suggested by the Planning Committee members, in a format suitable for reproduction by Douglas County.

- 4.4.1 Upon State and FEMA review, incorporate the review comments that must also include documentation of public participation in the Plan development and documentation that the participating partners and prepare Final Plan for adoption.
- 4.4.2 The approved and adopted Final Plan (deliverables) to be delivered with two (2) electronic versions along with eight (8) color copies organized in binders. These versions must be in Microsoft Word.

**5.0 QUALIFICATIONS AND SPECIFICATIONS**

The Consultant shall demonstrate an understanding of the County’s goals and objectives for the project. The Consultant shall demonstrate an understanding of the project’s challenges and issues and what affect they will have on project delivery.

- 5.0.1 The Consultant must have prior experience and expertise in development of Multi-Jurisdictional Hazard Mitigation planning with local and/or state government.

- 5.0.2 The Consultant must demonstrate knowledge, skills, abilities, and experience in working with emergency management, disaster programs or continuity of operations planning with local and/or state governments.
- 5.0.3 The Consultant must be familiar with the standards for compliance with the Disaster Mitigation Act of 2000, FEMA’s How to Guide, “Understanding Community Risks – Identify Hazards, and Determining Risk” (FEMA 386-2); 44cfr Part 201, Mitigation Planning; Interim Final Rule (IFR) (The Rule), published on February 26, 2002; Executive Order 11988, Floodplain Management; Executive Order 11990, Protection of Wetland; the Nationwide Plan Review; and local, state and federal statutory and legal regulations that may effect authorities for Hazard Mitigation Planning.
- 5.0.4 The Consultant must complete specifications of the Multi-Jurisdictional Hazard Mitigation Plan proposed including method/approach for performing the work. A proposed schedule shall be presented listing the major tasks, the expected duration for each task, and proposed completion dates of a project similar to this County’s project including the anticipated delivery date of the Final Plan
- 5.0.5 The Consultant must supply a list of at least three (3) Multi-Jurisdictional Hazard Mitigation Plans completed for local/state governments; include contact information for the three (3) references.
- 5.0.6 An organizational chart along with the description of the skills and experience of the Consultant’s personnel assigned to the project must be submitted within the proposal.
- 5.0.7 The Consultant must submit a performance schedule for the project along with a fixed price/payment plan based upon deliverables.
- 5.0.8 Responding firm will, at their discretion be allowed to add additional information they feel should be considered by the evaluators when assessing the qualifications of your firm and the proposed personnel for this project within the page limit of thirty-five **(35) pages**.

**6.0 EVALUATION AND SELECTION CRITERIA**

Douglas County’s selection of a firm for professional consulting services 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.

- 6.0.1 The Consultant’s submittal must fully address the requirements listed in this solicitation and the Consultant’s degree of experience, knowledge, and ability to provide experienced and qualified support staff. The proposal submitted by the Consultant is not to have any exclusions, conditions or provisions applied to the aforementioned request. 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:

<b>RFP EVALUATION CRITERIA</b>	<b>Scoring Value Maximum Points</b>
<p><b>Consultants Qualifications</b> - professional ability to perform competently and proficiently. The Consultant’s experience in performing similar projects and track record of successfully executing these projects and services for governmental entities will be reviewed. Consideration will be given to respondents demonstrating strong capabilities, experience and reputation in undertakings similar to those described in this RFP. Proposal responses should detail the following:</p> <ul style="list-style-type: none"> <li>• Experience with completed projects similar in scope.</li> <li>• Ability to accomplish projects in a professional, thorough and timely manner.</li> <li>• All references must have current contact information.</li> </ul>	40
<p><b>Qualifications Project Manager and Project Team.</b> Organizational Structure and the capacity of staff for the project. Identification of individuals and statement of qualifications of individuals and resources assigned to the project.</p>	20
<p><b>Quality and completeness of the response of the proposal.</b> Submittal of statement of work, commitment to the project and understanding the scope of the project detailing the timeline, necessary tasks for development of the Plan, and partners responsible for completing tasks. The quality and effectiveness of the Consultant’s proposed approach to accomplish the tasks in the scope of work including a description of the recommended process and considerations for completing the Plan and for meeting the public participation and requirements of FEMA. Quality of Proposal responses will be evaluated on completeness, clarity/accuracy of the information requested, and proposal presentation. The ability of the Consultant to clearly articulate the needs of the County and the capacity of the Consultant to address that need will also be a factor in the selection process,</p> <ul style="list-style-type: none"> <li>• Ability to meet with Planning/Steering Committee to develop the Plan on a regular basis until the final Plan is completed and expected, for that such meetings would not place a time burden on each employee taking them away from their daily responsibilities as a municipal employee.</li> </ul>	30
<p><b>Fee Structure</b> – willingness of the firm to provide the desired services at a fair and reasonable fee that presents the most cost efficient terms to the County. The lowest cost will be determined by the total proposal fee. The Proposal Fee is to be opened after the first initial Evaluation of the proposal. See below for the Proposal Cost point allocation. Example: The lowest Proposed Fee will receive the total of 10 points.</p>	10
<p><b>MAXIMUM SCORING POINTS TOTAL</b></p>	100
<p><b>Oral Presentation</b> – At its sole discretion, the Evaluation Committee made up of County staff may require an interview/presentation before the final selection and award to a Consultant. Submittal of material and information during an interview/presentation could add up to 15 additional points to the total score of the Consultant.</p>	15 (possible additional points if an oral presentation is requested)

<b>The Scoring Formula for the above Scoring Value Maximum Points is as follows:</b>	
Excellent	.75 - 1.00
Good	.50 - .74
Fair	.25 - .49
Poor	0 - .24
Multiply scoring formula by possible scoring value maximum point allotment. <i>Example:</i> If you score a firm .6 (Good) on <b>Consultant's Qualifications</b> and multiply .60 x 40 (maximum scoring points), this would equal to 24 points.	

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

- Low Conforming Proposal 10 points
- Proposals within 5% of Low Proposal 7 points
- Proposals within 7% of Low Proposal 5 points
- All Others 3 points

6.0.2 The County reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Consultant. If negotiations can not be completed successfully, then the County reserves the right to negotiate with the second highest ranked firm. Recommendations for an award will be the Consultant with whom potential contract negotiations were successful.

6.0.3 Upon approval of the successful Consultant by the Douglas County Board of Commissioners, the County will provide the Consultant with three (3) unsigned contracts. The Consultant shall provide the County with three (3) signed contracts, the insurance certificate with detailed coverage and other documents as listed in this solicitation or required by the County within fourteen (14) calendar days of receipt of the contracts. When in receipt of the Consultant's signed contracts, the County's Chairman will execute the contracts and the County will return one (1) of the contracts back to the successful Consultant.

**7.0 PROJECT INVOICING**

This will be a "Fixed-Price" contract paid by completed scheduled task. Any direct expenses shall be included in the quoted fee cost. Please be aware that requests for additional fees above the original amount quoted will not be accepted.

**8.0 CONSULTING PERSONNEL**

The Consultant shall identify the key personnel involved in the project. The Consultant shall provide an organizational chart and resume of proposed key personnel to provide the services. A short description of the Project Manager's and project task leader's experience on similar projects should be included. For each team member include title, college degree, registration, years of professional experience, and years with present firm.

8.0.1 The Consultant's work is to be performed by the key personnel identified in the proposal submitted by the Consultant. The County must be notified of any changes in the Consultant's proposed staffing in charge of the work, as identified in the Consultant's proposal prior to the implementation of such change.

8.0.2 All the Consultant's services to be provided pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Consultants in similar circumstances

in accordance with sound professional practices. Services provided by and through the Consultant, will be furnished in accordance with generally accepted professional Consultant's practices and principles.

- 8.0.3 The Consultant assumes responsibility for any and all negligence, errors or omissions that Consultant commits and/or all such negligence, errors or omissions committed by any subcontractor of Consultant in performance of this Agreement.

## **9.0 PROPOSAL DOCUMENT PREPARATION**

Document preparation guidelines are as follows:

- One (1) unbound clearly marked "original" document with one (1) proposal cost attached to the original and five (5) bound copies must be provided to Douglas County Purchasing Department, 8700 Hospital Drive, Douglasville, GA 30134. These documents will be delivered in a sealed envelope with the name of the respondent clearly visible in the upper left hand corner. The Consultant shall identify their firm on the cover sheet of each proposal (the original and copies). Proposals are required to be submitted per bid instructions and must be typewritten or printed in ink. Cover page with firm name, address and primary point of contact.
- Document pages will be single sided.
- Inclusion of pre-printed material, brochures, and other non-project specific information is discouraged.
- Documents will be signed by a firm principal.
- The proposals will be limited to thirty-five (35) pages (excluding the cover sheet, tabs/dividers, schedules, any signed addendum sheet, bid sheet (page 1 of this document) and any County required forms and should be organized to address the response requirements.
- Deadline for the Request for Proposal (RFP) responses will be 2:00 PM ET, on January 30, 2015. Responding Consultant will be responsible for delivery prior to the deadline. ANY submittals received after the deadline will be returned unopened if hand delivered. Any other late bid will not be opened or considered.
- It is the responsibility of each proposer to examine the entire RFP, seek clarification in writing as necessary during the question period only, and review its submittal for accuracy. Questions relating to the RFP must be submitted in writing by email to: [dconnors@co.douglas.ga.us](mailto:dconnors@co.douglas.ga.us). The deadline for submission of questions relating to the RFP is January 19, 2015 at 4:00 p.m. All questions submitted in writing prior to the deadline, will be complied and answered in writing in the form of an addendum posted on the County's website, [www.celebratedouglascounty.com](http://www.celebratedouglascounty.com) by 2:00 p.m., on January 23, 2015.

## **10.0 PROJECT RELATED CORRESPONDENCE**

The Consultant will keep and file copies of all correspondence, telephone memorandums, fax's, maps, exhibits, etc. between the Consultant and any party regarding this project. The Consultant is responsible for recording and distributing the minutes of all meetings (formal and informal), presentations, etc. pertaining to this project. Upon completion of a task/project, the Consultant shall deliver to the County, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated.

## **11.0 INSURANCE REQUIREMENTS**

The successful Proposer, at Proposer's own expense, shall purchase and maintain adequate insurance on workers and equipment to satisfy any claim filed against the company and hold Douglas County harmless. The successful Proposer shall also comply with any additional insurance requirements as stated in the RFP documents.

- 11.0.1 Current Certificates of Insurance indicating that the successful respondent has obtained such insurance coverage and a copy of the policies shall be filed with the Director of Purchasing evidencing such coverage. Insurance certificates must be renewed for the duration of this contract period; failure to do so will constitute grounds for termination of this contract for cause and forfeiture of performance and payment bonds as previously stated. The Certificate of Insurance should state that coverage provided is primary to any other coverage available to Douglas County, GA.

The following insurance requirements apply:

**Worker's Compensation:** The successful **Proposer** shall procure and maintain during the life of this contract, statutory Workers' Compensation benefits as required by the State of Georgia, and Employers' Liability Coverage with limits of liability of not less than \$100,000 Bodily Injury each accident, \$500,000 Bodily Injury by Disease policy limit and \$100,000 Bodily Injury by Disease each employee.

**Commercial General Liability:** The successful contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$2,000,000** each occurrence, \$2,000,000 products completed and \$2,000,000 general aggregate. Douglas County, GA (as outlined below) shall be named as an "Additional Insured" on this policy.

**Motor Vehicle Liability:** The successful contractor shall procure and maintain during the life of this contract for Motor Vehicle Liability Insurance, including applicable No-Fault coverage, with limits of liability of not less than **\$1,000,000 per occurrence**. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. Douglas County, GA (as outlined below) shall be named as an "Additional Insured" on this policy.

**The certificate holder is to be issued to:**

**Douglas County Board of Commissioners  
Douglas County, Georgia**

**But delivered to: Douglas County Purchasing Department  
8700 Hospital Drive  
Douglasville, Georgia 30134**

**The RFP Solicitation number and project name MUST be referenced in the description of operations. The successful vendor will supply the certificate of insurance with their signed agreements or may be faxed to the attention of Dawn Evers at 770.920.7219.**

- 11.0.2 **Additional Insured Status:** Douglas County, GA, all elected and appointed officials, employees, volunteers, boards, commissions, and authorities.

11.0.3 Insurance companies must be minimum size VII and rating A- by AM Best.

11.0.4 The Consultant is responsible for assuring that all Sub-Contractors have these minimum limits of insurance, as described above, or else are added as Additional Insured to their own policies.

**12.0 PROPOSAL FEE COST FORM**

One (1) proposal fee cost form should be attached to the “original” proposal and must be submitted to the Douglas County Purchasing Department as indicated herein. These documents will be delivered in a sealed envelope with the name of the respondent clearly visible in the upper left hand corner. The Consultant shall identify their firm on the cover sheet of each proposal fee cost form and are required to be submitted per bid instructions and must be typewritten or printed in ink. **Also, one electronic copy should be submitted in addition to the hard copies listed above.**

12.0.1 The use of this form is only for submitting the proposal fee for RFP Solicitation No. 15-001. In submitting your proposal, keep in mind that any alterations, changes in proposal format, etc. will make it difficult to evaluate. All items should be in the units, quantities, units of measurements, etc. as specified.

ITEM	SCOPE OF SERVICES	PROPOSAL FEE COST
1	This will be a “Fixed-Price” contract paid by completed scheduled task. Any direct expenses shall be included in the proposal fee cost. Payment schedule must be submitted with the Proposal Fee Cost form.	\$ _____ Lump Sum Fee
2	Hourly Fee (For consideration of additional Scope of Work or other task to be performed by the direction of the County’s designee of this project.	\$ _____ Hourly Fee

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

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

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

Printed Name of Authorized Signature: \_\_\_\_\_

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

Telephone No./ Email Address: \_\_\_\_\_

### 13.0 GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

#### 1. SUBMISSION OF PROPOSALS

- a. These instructions will bind proposers to terms and conditions herein set forth, 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. The Submittal Checklist must be reviewed and the Proposer is to comply with the order of the submittal of documents.
- c. **The proposal fee cost sheet must be sealed in a separate envelope marked “Proposal Fee Cost” and should be attached to the back of the one unbound marked “Original.” Five (5) bound complete copies of the proposal documents must be submitted typewritten or printed in ink. All proposals must be filled out legibly with all changes or corrections must be initialed by the person signing the proposal. The proposal must be manually signed.**
- d. The person, firm or corporation submitting the proposal must submit it in a sealed envelope/parcel on or before the date and time stated in this document. The name of the proposer must be shown in the upper left corner of the proposal envelope. **The envelope shall be mailed or delivered to:**

**DOUGLAS COUNTY PURCHASING DEPARTMENT  
8700 Hospital Drive  
Douglasville, GA 30134**

**RFP – Solicitation No. 15-001  
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN  
Opening: 2:00 PM ET January 30, 2015**

- e. 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 proposer 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 to Central Services. Any proposal received at the office designated in this document after the exact time and date specified, will not be considered. If a late proposal is received via carrier, it will be marked “late proposal” and will not be opened. If a late proposal is hand delivered, it will be returned unopened to the presenter.
- f. 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 proposers and others present.
- g. If descriptive literature is attached to the proposal, your firm’s name must be on all sheets submitted.
- h. Each proposal submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Proposal request. The failure or omission of any proposer to examine any form, instrument or document shall in no way relieve any proposer from obligations in respect to the proposal submittal or the compliance of the terms, conditions and requirements of the proposal.
- i. Individual contractors shall provide their Social Security number and

proprietorships; partnerships and corporations shall provide their Federal Employer Identification number on page one of this proposal documents and provide a completed W9 form to be submitted with the proposal.

- j. The authorized representative whose signature will appear on the proposal submitted certifies that the Proposer has carefully examined the instructions of this proposal and the terms and specifications applicable to and made a part of this proposal. The Proposer 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.
- k. Proposals shall be made on the enclosed form if a form is provided.
- 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 PROPOSALS

- a. Negligence on the part of the proposer in preparing the proposal confers no right for withdrawal or modification in any way after the deadline for the proposal opening.
- b. Unit price must be shown on the Proposal Cost Submittal Form in this document. All proposals should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
- c. All product, equipment, article or material must be new and unused or 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.
- d. 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 proposer’s request and expense if items are not destroyed by testing.
- e. Full identification of each item proposal upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the proposer 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 proposers 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 Douglas County.

## 3. DELIVERY AND FOB DESTINATION

- a. All prices shall include shipping and delivery cost to our destination; F.O.B., Douglas County, Georgia, unless otherwise requested. The proposer shall handle

all material procurement, storage and delivery to project site. Unless otherwise specified in this specification, proposer shall supply all materials required. The County will grant no allowance for boxing, crating or delivery unless specifically provided for in this proposal. The proposer 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/proposal. Each firm shall state a definite delivery time and avoid using general terms such as "ASAP" or approximately so many days.

#### 4. CLARIFICATION AND COMMUNICATION TO COUNTY CONCERNING PROPOSAL

- a. If there is any question whatsoever regarding any portion of the specifications, it shall be the Proposer's responsibility to seek clarifications by submitting questions. All questions must reference the Proposal Name and Pkg. number and must be submitted in the form of an email to: [bpeacock@co.douglas.ga.us](mailto:bpeacock@co.douglas.ga.us) by the date and time shown on page 1, under the schedule of events. No verbal questions will be accepted.
- b. Any variation from the proposal specifications must be clearly stated by the Proposer in writing on the Exception to Specification Sheet and submitted with this proposal.
- c. 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. Although Douglas County will take reasonable steps to ensure that known perspective Proposers have all applicable addenda, **it is the ultimate responsibility of the Proposer to ensure that they have all applicable addenda prior to the proposal/proposal submission. Therefore, we encourage all Proposers to frequently review the County's web site: [www.celebratedouglascounty.com](http://www.celebratedouglascounty.com). All addenda forms must be signed and submitted with the proposal.** Failure to respond to any addenda or requests for clarification, even after the proposal opening, may result in a non-responsive proposal.
- d. The successful firm's proposal and all addenda will become a part of the agreement resulting from this document.
- e. Proposers seeking an award of a Douglas 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. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. **EXCEPTION** to the above would be emailing request for clarification and/or questions to the Purchasing Department designee on this proposal document.

#### 5. REJECTION AND WITHDRAWAL OF PROPOSALS

- a. Withdrawal of Proposal due to errors, the supplier has up to forty-eight (48) hours

to notify the Purchasing Director's office of an obvious clerical error made in calculation of proposal in order to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight hour period

- b. The County will make a recommendation of the proposal/proposal to the Board of Commissioners within 60 days from date of the opening.
- c. The County may reject all or part of the proposal/proposal within 60 days of proposal opening.

6. PROPOSAL AND CONTRACT DOCUMENTS

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

**Corporation** – If the proposer is a corporation, the Certificate of Corporate Proposer (Appendix A) must be executed. The certificate must be executed under the corporate seal by a duly authorized officer of the corporation. If the Proposer is a corporation, the proposal must be submitted in the name of the Corporation, not simply the corporation's trade name. In addition, the proposer must indicate the corporate title of the individual signing the proposal.

**Partnership** – If the proposer is a partnership, all partners must sign the proposal with a letter of a partnership certification statement (Appendix A) on company letterhead that they are all the partners. 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.

- 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 RFP, will be determined after the review and evaluation of the Time Line Schedules submitted by the successful Consultant.

7. DISCOUNTS

- a. Cash discounts for early payment (i.e. 2%-10) or Net 30 terms should be shown separately, even if terms are Net.

8. COUNTY'S TAX EXEMPTION

- a. Douglas County is exempt from Federal Excise Tax or Georgia Sales Tax with regard to goods and services purchased directly by Douglas County. Exemption certificates furnished upon request.

9. AWARD OF CONTRACT

- a. Douglas County desires to complete the award process in a timely manner. Douglas County reserves the right to reject or accept any or all proposal/proposals, whole or

any parts hereof, 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. Douglas County may elect to waive any technicalities. The proposal will be awarded to the lowest responsive, responsible proposer(s), if awarded. The proposal specifications and results will be available on the County's web site: [www.celebratedouglascounty.com](http://www.celebratedouglascounty.com)

- b. Douglas County reserves the right to reject any proposal if the evidence submitted by or investigation of, the proposer fails to satisfy the County that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on their proposal, an award may be made to the next low responsive and responsible proposer.

**Responsible** - The determination of the proposer's responsibility will be made by the County based on whether the proposer meets the following minimum standard requirements:

- Maintains a physical location presence and permanent place of business.
- Has the appropriate and adequate technical experience required.
- Has adequate personnel and equipment to perform the work expeditiously
- Able to comply with the required or proposed delivery and installation schedule.
- Has a satisfactory record of performance.
- The ability of proposer to provide future maintenance and service for the use of the contract under consideration.
- Has adequate financial means to meet obligations incidental to the work.
- Such other factors as appear to be pertinent to either the proposal or the contract.

**Responsive** - The determination of the proposer's responsiveness will be made by the County based on a consideration of whether the proposer has submitted complete proposal documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

- c. Douglas County is subject to making records available for disclosure after the Board of Commissioners approval of the recommendation. The award shall be made by the Board of Commissioners of Douglas County. 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 proposal project.

#### 10. CODES, PERMITS, FEES, LICENSES AND LAWS

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. 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. **Effective July 1, 2008:** 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.
- c. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the County contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance. Such attestation(s) shall be maintained and may be inspected by the County at any time. An affidavit of such compliance included with the proposal, must be signed by the contractor, and will become part of the contract.

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. EXCEPTIONS AND OMISSIONS

If exceptions are taken to any portion of these specifications, such exception must accompany the proposal and must be in writing. If any feature normally included in a complete job of this nature is omitted from these specifications, it too must be so stated in writing and be included with the proposal.

13. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the proposer may make notes to those areas, but may not materially alter any document language.

14. DESIGN, STANDARDS AND PRACTICES

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

15. STATEMENT OF WARRANTY

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

16. COUNTY DIRECTION OF PROJECT SITE AND MONITORING OF WORK

- a. The Contractor may have a Project Coordinator, but the project site shall remain under the control of Douglas County. The Contractor shall provide and make available an appointee to Douglas County for project coordination and supervision of Proposer installation personnel. Coordination consist of meeting with the Douglas 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 handle any problems during installation until project completion.
- b. The successful Proposer 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 Proposer will bear all costs of correcting such rejected work.
- c. The Contractor shall insure all trash generated by 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 fails 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.
- c. No one except authorized employees of the Contractor is allowed on the premises of Douglas 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.
- d. All information disclosed by Douglas 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 during the course of performing such work is to be kept strictly confidential.

17. INDEMNIFICATION

Contractor agrees to indemnify, save harmless and defend Douglas County, GA, its elected and appointed officials, employees and volunteers against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract, except to the extent that such loss results from the sole negligent act of Douglas County, GA. This indemnity provision shall include activities required for compliance with all applicable environmental laws, ordinances and regulations in effect during the term of this Agreement and continue for a period of two years after termination thereof. The

successful Contractor agrees to protect Douglas County from claims involving infringements of patents and/or copyrights. The unauthorized use of patented articles is done at the risk of the proposer.

18. CONTROLLING LAW, VENUE

Any dispute arising as a result 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 Douglas County, Georgia. This Agreement shall be governed by the applicable laws of the County of Douglas 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 Douglas Judicial Courts.

19. CONTRACTOR AS INDEPENDENT CONTRACTOR

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

20. 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 Douglas County.

21. NONDISCRIMINATION

1. 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:
  - a. 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;
  - b. 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.

22. PERFORMANCE OF CONTRACT

1. Douglas 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 proposer's performance.

2. 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.
3. 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,
4. All purchases for goods or services are subject to the availability of funds for this particular purpose.

25. **DEFAULT AND TERMINATION**

1. **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:
  - a. 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.
2. **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 carry out the contract provisions of any one or more of the following events:
  - a. 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.
  - b. 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.
  - c. Contractors' failure to conduct services according to the approved proposal

specifications.

- d. Contractors' failure to keep, perform, or observe any other term or condition of this Agreement.
- e. Contractor's performance of the contract is unreasonably delayed.
- f. Should the successful Proposer 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.
- g. The Contractor agrees by its proposal submission that the County's decision is final and valid.

**3. 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.

**4. 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.

**26. INVOICES**

Invoices and/or statements should not be faxed but originals must be mailed directly to:

Douglas County Board of Commissioners  
Finance Department  
8700 Hospital Drive  
Douglasville, GA 30134

The following information must appear on all invoices submitted:

- Name and address of successful proposer;
- Detailed breakdown of all charges for the services or products delivered stating any applicable period of time;
- Douglas County's Purchase Order Number and Solicitation number;
- Invoices shall be based upon actual services rendered, actual work performance and/or products delivered.

27. **PAYMENT**  
Payment shall be tendered to the successful Proposer 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.
28. **NON-COLLUSION**  
By submitting a proposal in response to this solicitation, the proposer represents that in the preparation and submission of this proposal, said Proposer 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.
29. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006**  
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 Douglas County and the successful Contractor.

**Attachment A**

**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 Douglas 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: \_\_\_\_\_

**Attachment B**  
**PROPOSER'S QUALIFICATION SHEET**  
**Page 1 of 2**

COMPANY NAME: \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

1. Number of years experience Proposer has providing products/services as per specifications.  
\_\_\_\_\_
2. Name and address of government agencies/companies in the past five (5) years that you have provided products/services as per specifications. Indicate date/year of contracts and person to contact for reference. Proposer must complete all information below.
3. Number of employees specifically hired by Proposer to provide product(s) and/or services as specified in this document. Supervisory \_\_\_\_\_ Laborers \_\_\_\_\_ Other \_\_\_\_\_
4. Please list four (4) references of current customers who can verify the quality of service your firm provides. The County prefers customers of similar size and scope of work to this proposal.

**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 \_\_\_\_\_

**Attachment B**  
**PROPOSER'S QUALIFICATION SHEET**  
**Page 2 of 2**

REFERENCE THREE

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

Address \_\_\_\_\_

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

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

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

REFERENCE FOUR

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

Address \_\_\_\_\_

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

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

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

Information of Person who prepared this form:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Attachment C**  
**PROPOSAL AUTHORIZATION AFFIDAVIT**

STATE OF GEORGIA  
COUNTY OF DOUGLAS

BEFORE ME, the undersigned authority a Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_ who, after having first been duly sworn, upon oath did depose and say; that the forgoing proposal submitted by \_\_\_\_\_ hereafter called "Proposer" is duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Proposer affirms that they are duly authorized to execute this Agreement, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

The undersigned certifies that the proposal prices contained in this proposal have been carefully checked and are submitted as correct and final and if proposal is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Request for Proposal.

Proposer Information:

(Company)	(Signature)
(Address)	(Printed Name)
(City, State, Zip)	(Title)

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_ 2015

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

(Seal)

*(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY YOUR RESPONSE)*



**Attachment E  
CORPORATE CERTIFICATE**

**Corporations**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ (title) of the Corporation named as Contractor in the forgoing Proposal; that \_\_\_\_\_, who signed said Proposal on behalf of the Contractor of said Corporation; that said Proposal was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

**(Corporate Seal must be affixed above)**

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**Partnership or other entities:**

I, \_\_\_\_\_, certify that I am authorized to sign to commit \_\_\_\_\_ named a Contractor in the foregoing Proposal. That said company is formed under the laws of the State of \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

(NOTE: It is necessary to attach to the proposal submittal, a letter on company letterhead and dated on or after the date of this certificate stating that the individual signing to commit the partnership or other entity not a corporation to the stipulations of this proposal is authorized to do so. The letter should be signed by an individual working for the company who has knowledge of this fact).

Attachment F

**GEORGIA SECURITY AND IMMIGRATION  
COMPLIANCE ACT AFFIDAVIT AND AGREEMENT**

*Effective July 1, 2007, the following language is required to be included in all contracts entered into by the Douglas County Board of Commissioners for the physical performance of services within this State of Georgia:*

- A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the 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 Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor’s fully executed affidavit is attached hereto and is incorporated into this Agreement by reference herein.
  
- B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:
  - 1. \_\_\_\_\_ 500 or more employees;
  - 2. \_\_\_\_\_ 100 or more employees;
  - 3. \_\_\_\_\_ Fewer than 100 employees.
  
- C. The Contractor understands and further agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:
  - 1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
  - 2. Secure from each such subcontractor an attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Douglas County Board of Commissioners at any time.

Contractor: \_\_\_\_\_ EEV \*User ID # \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
(Seal)  
Notary Public

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

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