

REQUEST FOR PROPOSAL



November 22, 2024

PURCHASING DEPARTMENT

P.O. BOX 920

116 West Jefferson Street
Thomasville, GA 31799

Disaster Debris Removal & Disposal Monitoring Services

DUE DATE AND OPENING DATE: December 27, 2024

TIME: 2:00 p.m.

Nisha Thurman, Purchasing
(229)225-4100

Nisha.Thurman@thomascountyga.gov
www.thomascountyboc.org

**REQUEST FOR PROPOSALS
DEBRIS REMOVAL AND DISPOSAL
MONITORING SERVICES
THOMAS COUNTY, GEORGIA**

The Thomas County Board of Commissioners, Thomas County, Georgia, hereinafter referred to as the "County", request proposals from qualified contractors for Debris Removal and Disposal Monitoring Services required as needed after a disaster. It is the intent of this solicitation to enter into a contract for the monitoring of the removal and disposal of certain debris more particularly described in this Request for Proposal (hereinafter referred to as the "RFP"). This solicitation by the County will result in the selection of at least one experienced firm to monitor the removal and lawful disposition of disaster-generated debris (other than household putrescible garbage) from public property and public right-of-ways and to undertake such other activities as may be deemed necessary by the County in connection with the provision of such monitoring services.

SECTION 1.0 GENERAL INFORMATION

1.1 Objective

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced debris removal and disposal monitoring contractor who is capable of efficiently and effectively monitoring the removal and disposal of large volumes of debris generated by the disaster. The successful Monitoring Contractor must be capable of hiring, directing, and managing monitors and the monitoring activities required under the terms of the contract until completion of all debris removal and disposition.

The term of the contract is presently indeterminate, but it is not anticipated that the term of the contract will extend beyond six (6) months from the date of commencement of work thereunder.

This work shall be coordinated through the County, and the Debris Management Coordinator. The Federal Emergency Management Agency (FEMA) Debris Management Guide may be used for guidance in preparing a response to this RFP.

This guide may be accessed at

http://www.fema.gov/government/grant/pa/debris_main.shtm

1.2 Definitions

Monitoring Contractor: The successful Bidder for debris removal and disposal monitoring services.

Debris Management Team: The team staffed by the County, the Debris Removal and Disposal Contractor, the Monitoring Contractor, the Debris Management Coordinator, and such other agents of the County as may be retained by the County for such project.

Debris Removal and Disposal Contractor: The Contractor hired by the County to provide debris removal and disposal services pursuant to a Request for Proposals for such services issued November 22, 2024. Such contractor is hereinafter referred to as the “Debris Removal Contractor.”

Debris Removal and Disposal Monitoring Contractor: The Contractor hired pursuant to the provisions of this RFP to monitor debris removal and disposal services provided by the Debris Removal Contractor selected through another RFP. The Debris Removal and Disposal Monitoring Contractor shall not in any way be affiliated with the Debris Removal Contractor. The Debris Removal and Disposal Monitoring Contractor is hereinafter referred to as the “Monitoring Contractor.”

Debris Management Coordinator: A person hired by the County to coordinate the activities of the Monitoring Contractor selected pursuant to this RFP. Such person shall be the primary contact with the County with respect to all Contractor activities required under the Monitoring Contractor’s contract with the County. Such person is hereinafter referred to as the “Debris Management Coordinator.”

Debris: Scattered items and materials either broken, destroyed, or displaced by a disaster
Example: trees, construction and demolition material, personal property,

FEMA: Federal Emergency Management Agency

FHWA: Federal Highway Administration

TDSRS: Temporary Debris Staging and Reduction Sites

1.3 Required Action of Governing Body of County.

SECTION 2.0 GENERAL DUTIES OF MONITORING CONTRACTOR

- (a) The Monitoring Contractor shall provide all necessary supervision, labor, manpower, related personnel services, and equipment to monitor the loading, removal, hauling, reduction, and disposal of all debris resulting from the disaster. All monitoring services shall be performed in accord with FEMA, GEMA, and other applicable federal, state, and local statutes, ordinances, and regulations. Such monitoring services shall include, but shall not be limited to, monitoring the loading, unloading and disposal of debris at each TDSRS established in accord with the contract between the County and the Debris Removal Contractor.
- (b) The Monitoring Contractor shall be required to mobilize its personnel and equipment as soon as reasonably prudent after the execution and delivery of the contract pursuant to this RFP. Notwithstanding the foregoing, the successful Bidder shall be

required to complete its mobilization and commence the provision of services under the contract as of November 22, 2024. (c) The Monitoring Contractor shall also monitor the reclamation of all dumpsites, including TDSRS dumpsites.

- (d) In undertaking the monitoring activities, the Monitoring Contractor shall be specifically responsible for inspecting, measuring, counting, and categorizing each load of debris delivered to any dumpsite by the Debris Removal Contractor. The Monitoring Contractor shall immediately report to the Debris Management Coordinator regarding the loading, hauling, or dumping of any debris in locations not authorized.
- (e) In addition to the foregoing, the Monitoring Contractor shall provide the following:
 - Recovery process documentation and preparation of debris load tickets at debris sites
 - Maintenance of other required recovery process documentation
 - Provision of written and oral status reports as requested by the County and the Debris Management Coordinator
 - Review documentation for errors, accuracy, and quality
 - Assist in preparation of FEMA, GEMA, and other claim documentation
 - Coordinate with Debris Removal Contractor regarding the locations of debris removal activities so that monitors can be onsite at all times regarding debris removal activities, debris dumping activities, and debris disposal activities
 - Compiling and submitting required reports in a timely as required by FEMA requirements and contract documents
 - Performance of other related debris monitoring services as required by the County or the Debris Removal Coordinator

The contract entered into with the Debris Monitoring Contractor pursuant to the term of this RFP shall provide that the contract may be terminated by the County for the convenience of the County with five (5) days advance written notice to the contractor. The contract shall also contain provisions that authorize the County to terminate the contract for the contractor's default thereunder, with the contract having a two (2) calendar day right to cure before such termination for default becomes final. The contract shall also contain provisions regarding the method and timing of notification to be provided to the contractor as to the ending date of the project undertaken pursuant to the contract.

SECTION 3.0 DOCUMENTATION AND RECORDS

- (a) The Monitoring Contractor shall establish and maintain written records of all loads of debris. The Monitoring Contractor shall also maintain all records of debris disposed of by the Debris Removal and Disposal Contractor. Such records shall be maintained in accord with federal, state, and local statutes, laws, and regulations and only in Automated Debris Management System

format (ADS) Such records shall also be maintained in a format required by FEMA and/or GEMA so as to insure proper documentation and reimbursement from such governmental entities regarding the debris removal and disposal.

- (b) The Monitoring Contractor shall provide access to all such records and information to the Debris Management Coordinator and the County and to any other public entity. The Monitoring Contractor shall work closely with FEMA, GEMA, and other applicable federal and state agencies to ensure that eligible debris collection data documenting appropriately address concerns of the likely reimbursement agencies. The Debris Management Coordinator shall coordinate this work. Discrepancies, errors, or inaccuracies in the information required from the Debris Removal Contractor shall be brought to the attention of the Debris Management Team.
- (c) The contract with the Debris Monitoring Contractor shall provide that, within ten (10) calendar days after completion of all monitoring services to be provided by the successful Bidder, the successful Bidder shall submit all FINAL reporting documents, documentation, records, and electronic database information and reports to the County. There will be a \$5,000 per day penalty payable to the County by the Debris Monitoring Contractor for each day that such information is not provided beyond such ten (10) calendar day period.
- (d) The contract with the Debris Monitoring Contractor shall provide that all written and electronic reporting documents, documentation, records, databases, and other similar information generated by the Debris Monitoring Contractor or any subcontractor of such Contractor during the term of such contract shall at all times and for all purposes be the sole and exclusive property of the County

SECTION 4.0 PROPOSAL RESPONSE REQUIREMENTS

4.1 General Requirements

A Bidder's response to this RFP should include the following information at a minimum. Please note that the Bidder's proposal should address the requirements in a clear and concise manner in the order state herein.

4.2 Supplemental Information

The County reserves the right to seek additional/supplemental information on specific issues as needed.

4.3 Bid Bonds

Bidders must include a bid bond in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) with an "A" rated surety company

4.4 Performance and Payment Bonds

Bidders must include written evidence of such bidder's ability to obtain a performance bond and a payment bond in the amount of at least One Million Dollars (\$1,000,000.00) in connection with the work to be undertaken pursuant to this RFP.

4.5 Bidders Proposals

Bidders shall construct their proposals in the following format, and a Tab as indicated below must separate each section.

TAB 1 - Executive Summary

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the persons who will be authorized to make representations for the Bidder, their titles, addresses, and telephone and E-mail addresses. The summary must be limited to a maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal Bidder.

TAB 2 - Experience And Ability and Additional Proposal Requirements

This RFP is for monitoring of debris removal, debris disposition, and reclamation of temporary debris disposal sites. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working environment.

The proposal should outline the Bidder's ability to provide expert guidance with current federal, state, and local guidelines and regulations as they relate to disaster generated debris and monitoring activities associated therewith. The proposal should provide a detailed outline of how work under the debris monitoring contract will be accomplished.

At a minimum the proposal should also include the following information:

- Information describing Bidder's technical capabilities
- Information describing Bidder's financial resources and bond rating
- Information regarding training and experience (list all certifications)
- Past performance on contracts of a similar type
- References from past clients
- Capacity and Plan for mobilization, including, but not limited to, information on how coordination is to be commenced/conducted with the Debris Disposal Contractor and the Debris Management Coordinator
- Plan for hiring and training citizens to serve as personnel to be utilized in providing monitoring services
- Ability to track and record all monitoring efforts for invoices and auditing purposes (ADMS)
- Another unique services Bidder can provide
- Cost for monitoring services

Also include any pertinent information needed to determine the Bidder's experience and ability to perform the anticipated work.

The Bidder shall supply sufficient documentation evidencing that the Bidder is well versed in all aspects of FEMA documentation, reimbursement, and project management relating to debris monitoring work.

The proposal shall address the Bidder's ability to mobilize as of the date that the Debris Removal Contractor commences the provision of services under the Debris Removal Contract.

TAB 3 - Past Performance

The Bidder should include a list of major debris removal monitoring projects completed within the past five (5) years. Major debris removal monitoring projects completed beyond the past five (5) years may also be presented. Include any other pertinent information needed to determine the Bidder's past performance in connection with monitoring activities.

The proposal should address how the Bidder has previously handled debris disposal monitoring and how the Bidder has previously managed tracking the source, location, and debris type in connection with monitoring the activities.

The proposal should also address how the Bidder was previously deployed and the Bidder's response times for deployment, including resources used and available for such past recovery projects.

For each of the above items, the Bidder should include details of prior projects such as: the public agencies, their contacts, FEMA contacts, all pertinent phone numbers, and dollar amounts. The Bidder should also provide information necessary to investigate the Bidder's previous work with the relevant public agencies.

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

TAB 4 - Approach and Method

The Bidder should provide a complete statement as to how the monitoring work will be accomplished, the Bidder's quality control mechanisms, and how FEMA and GEMA requirements will be met.

TAB 5 – Local Citizen Employment

Bidders shall identify a process by which qualified local individuals would be hired by the Bidder for monitor positions. A plan for training such monitors, and the time frame within

such plan is to be completed, should also be included in the proposal. Wage rates, employee benefits, if any, and other pertinent information regarding compensation to be paid to monitors should be included in the proposal. The number of local persons which the Bidder anticipates hiring as monitors should also be included in the proposal. All wage rates and employee benefits should comply in all respects with federal and state law and regulations promulgated thereunder.

TAB 6 - Fee Proposal

The fees to be charged for the monitoring services should be stated in Tab 6. In providing such fees, travel expenses, hotel fees, car rentals, gas, or any other reimbursement fees need to be included into the hourly fees, listed as hourly rates to be broken out as follows:

- (a) Project Manager
- (b) Field Supervisor
- (c) Employee/Debris Loading Monitor
- (d) Employee/Debris Tower/Site Monitor
- (e) Data/Invoice Supervisor

SECTION 5.0 EMPLOYEE QUALIFICATIONS AND DUTIES

5.1 Employees of the Monitoring Contractor shall have the following qualifications:

- (a) Employees must be able to properly prepare manifests and debris load tickets, read maps, and possess good oral communications skills.
- (b) Employees must possess a valid Georgia driver's license.
- (c) Employees must have been properly trained for their monitoring activities by the Monitoring Contractor.

5.2 Employees shall have the following duties as assigned by the Monitoring Contractor:

- (a) Undertake all monitoring activities as required by the contract entered into pursuant to this RFP under the supervision and control of the Monitoring Contractor.
- (b) Specifically, and not by way of limitation of the foregoing, to undertake, at a minimum, the following:
 - (1) Serve as "Roving Monitors" to ensure that all contract requirements of the Debris Removal Contractor are being complied with at all times, to advise the Debris Removal Coordinator when there is a failure to comply with such debris removal contract terms, and to undertake such other activities as may be assigned by the Monitoring Contractor if deemed essential by the Thomas County Board of Commissioners.

- (2) Serve as “Load Site Monitors” to verify the eligibility of the debris being loaded for transport to dump sites, to prepare and sign load tickets as verification of debris eligibility, to prepare, where required by the Monitoring Contractor, daily written reports in order to ensure compliance with FEMA, GEMA, and other federal, state, and local requirements, and to undertake such other activities as may be assigned by the Monitoring Contractor.
- (3) Serve as “Disposal Site Monitors” to insure that accurate load quantities are being properly recorded on debris load tickets, to man to disposal site monitoring tower, to determine the quantity in cubic yards of debris in each load delivered to the disposal site and to accurately record such amounts on appropriate load or dump tickets, to close out and sign each debris load ticket, to prepare daily written reports of activity at the disposal site in order to insure compliance with FEMA, GEMA, and other federal, state, and local requirement, and to undertake such other activities as may be assigned by the Monitoring Contractor.
- (c) To undertake all other required activities assigned or required by the Monitoring Contractor in the furtherance of the Monitoring Contractor’s contract with the County.

SECTION 6.0 SUBMISSION AND CONSIDERATION OF PROPOSAL

Proposals shall be submitted as follows.

6.1 Proposal submission – times, dates, etc.

- (a) All proposals must be delivered to the County at the address below no later than **December 27, 2024 2:00 p.m.** Failure to comply with this or any other paragraph of the Request for Proposals shall be sufficient reason for rejection of the proposal.
- (b) Please mark the envelope or envelopes containing the original and **four (4)** copies of the written proposal as follows:

**Response to Request for Debris Removal and Disposal Services Monitoring
Thomas County Board of Commissioners
P.O. Box 920, 116 West Jefferson Street
DO NOT OPEN UNTIL 2:00 p.m. ON December 27, 2024.**

- (c) **ALL PROPOSALS MUST BE RECEIVED AT THE THOMAS COUNTY BOARD OF COMMISSIONERS OFFICE IN THOMASVILLE, GOERGIA ON OR BEFORE THE TIME AND DATE INDICATED ON THE RFP DOCUMENT.** The responsibility for submitting the proposal on or before the above stated time and date is solely that of the Bidder. The County will not be responsible for delays in mail delivery or delays caused by any other occurrence. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

- (d) All proposals must be in writing. Non-responsive proposals may not be considered. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal bidder.
- (e) The County shall not be liable for any costs or expenses, including, but not limited to, bid preparation costs, incurred by a Bidder prior to entering into contract. Therefore, all bidders are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.

With respect to all submissions, with respect to any resulting negotiated agreement with a successful Bidder, and with respect to all other matters related to the bid process, the County's decisions will be final.

The County's evaluation criteria shall include, but shall not necessarily not be limited to, consideration of the following:

- (1) 25% assigned to the Bidder's knowledge of Federal Emergency Management Agency regulations and procedures.
- (2) 25% assigned to the Bidder's Operational Plan.
- (3) 10% assigned to proposed price for work to be accomplished.
- (4) 15% assigned to past performance record on work of similar nature, financial capabilities, and corporate history and team organization.
- (5) 25% assigned to local employee hiring plan.

6.2 Selection.

The County shall evaluate the written proposals submitted by the firms regarding the proposed project. The evaluation of such proposals shall also be assisted by FEMA and GEMA, but a determination of the successful Bidder shall be solely the responsibility of the County. All Bidders' responses shall be placed in rank order based on the outcome of the bid evaluations including the bidder's earliest start date.

6.4 Negotiations.

After the County ranks the Bidders, and after completion of any required oral and visual presentations, County staff will take the proposed ranking to the Thomas County Board of Commissioners for approval and permission to start negotiating with the top ranked Bidder. After staff concludes negotiations with the top ranked Bidder, staff will present the results of the negotiations to the Thomas County Board of Commissioners with its recommendation for award of a contract. If the Thomas County Board of Commissioners determine that staff is unable to negotiate a satisfactory contract with the top ranked Bidder, at a price the County determines to be fair, competitive, and reasonable, negotiations with that top ranked Bidder shall be formally terminated. Should the County be unable to negotiate a satisfactory contract with the selected Bidder, the County may select additional Bidders in the order of

their original ranking, competence, and qualification, and will continue negotiations until an agreement is reached.

SECTION 7.0 RIGHT OF REJECTION

The County reserves the right to waive any informality in any bid, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the bid that in the judgment of the Board of Commissioners will be in the best interest of the County and its citizens.

SECTION 8.0 REQUESTS FOR CLARIFICATIONS, INTERPRETATIONS & ASSISTANCE

All questions concerning this Request for Proposals must be attached to the RFP response. Time is of the essence.

SECTION 9.0 GENERAL TERMS AND CONDITIONS

9.1 Indemnification

The Monitoring Contractor shall indemnify and save harmless the County, its officials, agents, and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the County, including without limitation attorney's fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of the Monitoring Contractor, its subcontractors, or by the employees, officers, directors, or agents of the Monitoring Contractor, or its subcontractors.

9.2 Issuance of Addenda

- (a) If this RFP is amended, the County will issue an appropriate addendum to the RFP. If any addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.
- (b) Bidders shall acknowledge receipt of each addendum to this RFP using one of the following methods:
 - By including the Exception/Question Sheet - Attached;
 - By signing a letter acknowledging receipt of the addendum; or
 - By signing a facsimile acknowledging receipt of the addendum.
- (c) The County must receive the acknowledgment by the time and date, and at the location specified for the receipt of responses to the RFP.

9.3 Payment

- (a) Invoice Payment Procedures
Invoices for work completed under the terms of any contract entered into pursuant to this RFP shall be paid within 30 calendar days of receipt thereof by the County; provided, however, each such invoice shall be reviewed, validated, and approved by

the Debris Management Coordinator prior to payment; and provided further that there shall be withheld an amount equal to ten (10) percent of the approved amount of each invoice, which withheld amount shall be paid upon final completion of the contract.

(b) Withholding Payment

In the event a contract is canceled or terminated under any provision thereof, the County may withhold from the Monitoring Contractor any monies owed on that or any other contract in an amount sufficient to compensate the County for damages suffered by the County because of the default under the terms of such contract.

9.4 Insurance Requirements

(a) Prior to commencing work, the Monitoring Contractor shall procure and maintain, at the Monitoring Contractor's own cost and expense, for the duration of the contract the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services contemplated by this RFP by the Monitoring Contractor, its agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in each Bidder's proposal.

(b) The Monitoring Contractor shall maintain the following insurance with no less than the limits specified for the duration of the contract:

(1) Commercial General/Umbrella Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The coverage shall be provided on an occurrence basis.

(2) Business Automobile/Umbrella Liability Insurance - \$1,000,000 limit per accident for property damage and personal injury for the following:

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

(3) Workers' Compensation Insurance - Workers' Compensation coverage with benefits and monetary limits as required under Georgia law. Workers' Compensation coverage is required for the Monitoring Contractor and each subcontractor as a condition of performing work or services for the County whether or not the Monitoring Contractor or a subcontractor is otherwise required by law to provide such coverage.

(c) Other Insurance Provisions

(1) Commercial General Liability and Automobile Liability Coverages - The County, Members of their Commissions, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Monitoring Contractor; and products and completed operations of the Monitoring Contractor or premises on

which Monitoring Contractor is performing on behalf of the County. The coverage shall contain no special limitations on the scope of protection afforded to the County and County Commission, boards, commissions and committees, officers, agents, employees and volunteers.

- (2) The Monitoring Contractor's insurance coverage shall be primary insurance as respects the County, members of their Commissions, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the County, members their Commissions, boards, commissions and committees, officers, agent's employees and volunteers shall be excess of the Monitoring Contractor's insurance.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to or for the benefit of the County, members of their Commissions, boards, commissions and committees, officers, agents, employees and volunteers.
- (4) All required insurance coverage policies shall affirmatively state that the Monitoring Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought to the limits of the insurer's liability under such insurance policies.
- (5) A Waiver of Subrogation shall also be included.

(d) Insurer Agreements

The insurer shall also agree in writing to waive all rights of subrogation against the County, and their County commission, and their boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Monitoring Contractor in the performance of services contemplated or performed in accord with this RFP, and in accord with any contract entered into in response to this RFP.

(e) All Coverages

- (1) Each insurance policy required of the successful Bidder by this RFP (and pursuant to any contract entered into as a result of this RFP) shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduces in coverage or in limits except after (30) days prior written notice has been given to the County.
- (2) If Monitoring Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this RFP (and pursuant to any contract entered into as a result of this RFP), the same shall be deemed a material breach of contract, and the County, at its sole option, may terminate the contract and obtain damages from the Monitoring Contractor resulting from said breach.

- (3) Alternatively, the County may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to the Monitoring Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
- (4) The County shall be named as an "additional insured" as to each required insurance policy as its interest may appear.

(f) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County prior to the execution and delivery of any contract between Monitoring Contractor and the County. At the option of the County, the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the County, members of its County Commissions, boards, commissions and committees, officers, agents, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expense.

(g) Acceptability of Insurers

Insurance is to be purchased from insurance companies licensed to do business in Georgia with a rating of A or better by A. M. Best's rating service.

(h) Verification of Coverage

The Monitoring Contractor shall be required to furnish the County with certificates of insurance and with original endorsements affecting coverage required by this RFP. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificated and endorsements are to be received and approved by the County before work commences.

(i) Subcontractors

The Monitoring Contractor shall include each of its subcontractors as insured under the policies of insurance required herein.

9.5 Payment and Performance Bonds

Prior to the execution and delivery of any contract pursuant to this RFP, the successful Bidder shall be required to purchase and maintain during the entire term of such contract a Payment Bond and a Performance Bond, each in the amount of at least Five Million Dollars (\$1,000,000.00) with a surety authorized and licensed to do business in Georgia. The surety shall also be an approved surety in Georgia listed on the United States Department of the Treasury's listing of Approved Sureties (Circular 570, found at <http://fms.treas.gov/c570/c570.html#> certified). Such Performance Bond and Payment Bond shall be executed by the Contractor.

9.6 Compliance with Federal and State Law and Applicable Regulations

The successful Bidder shall at all times during the term of the contract entered into pursuant to this RFP comply with all applicable provisions of federal law, executive orders, state law, city and county ordinances, and with all regulations promulgated thereunder. Specifically, and not by way of limitation of the foregoing, the Contractor and all subcontractors shall comply with the provisions of 44 CFR 13.37. Specifically, but not by way of limitation of the foregoing, the successful Bidder shall also, at all times during the term of the contract entered into pursuant to the RFP, comply with the Federal Equal Employment Act and with the Copeland Anti-Kick-Back Act found at 18 USCS Section 874, and all regulations promulgated thereunder.

SECTION 10.0 CONFIDENTIALITY

By submitting a proposal in response to this RFP, a Bidder acknowledges that County are both governmental entities subject to the Georgia Open Records Act. The Bidder further acknowledges that any material or documents provided to County may be "public record" as defined under such Act, and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. This provision shall take precedence over any provisions or conditions of any proposal submitted by a Bidder respondent in response to this RFP.

Thomas County, GA



CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-1991, stating affirmatively that the individual, firm, or corporation which is contracting with Thomas County has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA) P.L. 99-603), in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91

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

E-Verify User Identification Number

Legal Name of Business

BY: Authorized Officer or Agent

Project Name

Title of Authorized Office or Agent

Date

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

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 Rule 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)

THOMAS COUNTY, GA



SUBCONTRACTOR 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 contracting with (name of public employer) has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

E-Verify User Identification Number

Authorization Date

BY: Authorized Officer or Agent
(Contractor Name) (Legal Name of Business)

Date

Title of Authorized Officer or Agent of Contractor

Job Description

Printed Name of Authorized Officer or Agent

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

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).

Thomas County, GA



CONTRACTOR SAVE AFFIDAVIT

STATE OF GEORGIA
_____ COUNTY

By executing this affidavit under oath, as an applicant for a _____, County Georgia contract as referenced in O.C.G.A. § 50-36-1 and the August 1, 2010. "Report of the Attorney General on Public Benefits", I am stating the following with respect to my ability to enter into a contract with _____ County.

Name: _____
(Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity)

1) _____ I am a United States Citizen

OR

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

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

This ____ day of _____, 20 ____.

Signature of Applicant: _____

Printed Name: _____

Alien Registration number for non-citizens: * _____

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

Notary Public _____

My Commission Expires: _____

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number		
-		
-		

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number		
-		
-		

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

LOWER TIER CONTRACTOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the _____ and duly authorized representative of the firm of _____, whose address is _____, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 DFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this agreement and other remedies available to the Georgia Department of Transportation and Federal Government.
- (c) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime Contractor Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date _____ (seal)

CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of _____
(company)

whose address is _____ and it is also that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and,
2. A drug-free workplace will be provided for the sponsor's employees during the performance of the contract; and,
3. Each subcontractor hired by the SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with _____, _____ certifies to the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and,
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date _____

(signature)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE:		NAIC #
INSURED	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RETIRED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> YES <input type="checkbox"/> NO (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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