Lumpkin County Purchasing Department

Date: November 4, 2014

Agenda Item: Hazard Mitigation Plan Update

Item Description: Vote to approve contract with responsive vendor

Information: Lumpkin County's Hazard Mitigation Plan is due for an update as required by the Disaster Mitigation Act of 2000. Grant funds were obtained to cover the cost of this project. Lumpkin County issued an RFP for this project and two companies attended the pre-proposal meeting. One company returned a proposal and met all of the requirements. This project must be completed by September 23, 2016.

Potential Courses of Action:

A. Approve the contract and allow the project to move forward.
B. Not approve the contract which will not allow the project to move forward.

Budget Impact: Lumpkin County has received grant funding in the amount of $18,000 for this project so there is no adverse impact to the operating budget. Required matching funds will be in-kind.

Staff Recommendation: Staff recommends approving a contract with the responsive vendor.

99 Courthouse Hill, Suite D, Dahlonega, Georgia 30533 - Phone: (706) 482-2655 Fax: (706) 482-2201
www.lumkpkincounty.gov

Proposal Submission Checklist

Project# 2014-017-RFP Hazard Mitigation Plan Update	NGCG				
Vendor's Information	✓				
Vendor's Price Proposal	✓				
Vendor's Certification & Statement of Non-Collusion	✓				
SAVE Affidavit	✓				
Proof of Insurance					
Addendum(s) Acknowledgement	✓				
Vendor's Financial Proposal					
E-Verify	✓				
W-9	✓				
Drug Free	✓				

Lumpkin County Board of Commissioners
Bid / Proposal Opening

Project# 2014-017 RFP HAZARD MITIGATION PLAN UI

Date: 11/03/2014

Time: 9:00 am

	Company/Bidder's Name	Print Name	Signature	Bid Bond	Proposal Amount
1	LC Finance Dept	Joyce Satterfield	Joyce Satterfield		
2	LC Finance Dept	Mark French	Mark French		
3	NGCG North GA Consulting Group			N/A	18,000.00
4					
5					
6					
7					

Staff Present for Opening:

1			4		
2			5		
3			6		

Purchasing Agent: Patti Holder

LUMPKIN COUNTY BOARD OF COMMISSIONERS

REQUEST FOR PROPOSAL

HAZARD MITIGATION PLAN UPDATE FOR

LUMPKIN COUNTY

EMERGENCY MANAGEMENT AGENCY

NUMBER 2014-017 HAZARD MITIGATION PLAN UPDATE

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

Tuesday, October 28, 2014 4:00 P.M. EST

ELECTRONIC SUBMISSIONS VIA E-MAIL OR FAX WILL NOT BE ACCEPTED

LUMPKIN COUNTY BOARD OF COMMISSIONERS
ATTENTION: PATTI JO HOLDER, PURCHASING AGENT
99 COURT HOUSE HILL, SUITE D
DAHLONEGA, GA 30533

To submit a proposal, please complete the requested information and return to the Lumpkin County Purchasing Department no later than, 4:00 P.M. EST Tuesday, October 28, 2014. All questions should be directed to **Patti Jo Holder, Purchasing Agent** at 706-482-2655.

REQUEST FOR PROPOSAL

PROJECT 2014-017 RFP HAZARD MITIGATION PLAN UPDATE

The Lumpkin County Board of Commissioners is requesting proposals from qualified individuals or companies to provide professional services for an update of the Hazard Mitigation Plan for Lumpkin County and all political subdivisions with Lumpkin County Emergency Management according to the requirements of the Disaster Mitigation Act of 2000. The scope is designed in conformance to FEMA Plan Guidance requirements.

A mandatory pre-proposal meeting will be held at 11:00 a.m., Monday, October 13, 2014.

Proposals will be received by the Lumpkin County Board of Commissioners and may be mailed or personally delivered to Lumpkin County Purchasing Agent, Patti Jo Holder, at 99 Courthouse Hill, Suite D, Dahlonega, GA. 30533 until 4:00 p.m., EST on October 28, 2014. Late proposals will not be considered nor returned.

The proposal documents and specifications are available for inspection at the Lumpkin County Purchasing Department, 99 Courthouse Hill, Suite D, Dahlonega GA 30533, phone: 706-482-2655 or fax: 706-482-2201 and www.lumpkincounty.gov/dept/purchasing

Proposals may not be withdrawn for ninety (90) days after the time and date set for closing, except as allowed by OCGA (Official Code Georgia Annotated). Lumpkin County reserves the right to reject any and all proposals and to waive any technicalities.

1.0 INTRODUCTION

1.1 Purpose of Procurement

The Lumpkin County Board of Commissioners is requesting proposals from qualified individuals or companies to provide professional services as indicated herein.

1.2 Proposal Certification

Pursuant to the provisions of the Official Code of Georgia Annotated 50-5-67(a), Lumpkin County certifies that the use of competitive sealed bidding will not be practical or advantageous to the County in completing the acquisition described in this document.

The owner shall have the right to waive any informality, irregularity, or insufficiency in the proposal procedure and in any proposal or proposals received and to accept the proposal which, in the Owner's sole judgment, is in the Owner's own best interest. The Owner shall have the right to accept any proposal.

1.3 Schedule of Events

The Request for Proposals shall be governed by the following schedule:

DATE	ACTIVITY
October 6, 2014	Release RFP
October 13, 2014 11:00 am EST	Mandatory Pre-Proposal Meeting
October 20, 2014 4:00 pm EST	Deadline for written questions to Purchasing Agent
October 22, 2014 5:00 pm EST	Answers to written questions posted to website www.lumpkincounty.gov/dept/purchasing
October 28, 2014 4:00 pm EST	Proposals Due

1.4 Restrictions on Communications

From the issue date of this RFP until a vendor is selected and the award is announced, Vendors are not allowed to communicate for any reason with any County staff or elected officials except: 1) through the Purchasing Agent named herein, 2) at the Pre-Proposal Meeting (if applicable to proposal) or 3) as provided by existing work agreement(s). The County reserves the right to reject the submittal of any vendor violating this provision.

1.5 Pre-Proposal Meeting

A mandatory Pre-Proposal meeting will be held at 11:00 am EST Monday, October 13, 2014. The meeting location will be the Lumpkin County Administration Building Downstairs Large Conference Room, 99 Courthouse Hill, Dahlonega, Georgia 30533.

1.6 Questions & Addenda

All questions concerning this RFP **must be submitted in writing**, (email is preferred but fax and mail may also be used) to the Purchasing Agent no later than 4:00 pm, Monday, October 20, 2014, EST.

Patti Jo Holder, Purchasing Agent
Lumpkin County Board of Commissioners
99 Courthouse Hill, Suite D
Dahlonega, GA 30533
pattijo.holder@lumpkincounty.gov
Fax: 706-482-2201

No response to inquiries other than written will be binding upon the County. Lumpkin County reserves the right to issue written addenda to any inquiries that alter the scope of the Request for Proposals. Addenda shall be posted to the county website, www.lumpkincounty.gov, no later than Wednesday, October 22, 2014, at 5:00 pm EST. A signed copy of any addenda shall accompany submitted qualifications proposals. Vendors are advised to check the website for addenda before submitting their proposals.

1.7 Contract Term

The contract between the County and the vendor shall become effective upon signing and shall remain in force until completion of the project, or until notice of termination in writing is given by the other party as provided herein. Lumpkin County reserves the right to terminate contract at any time if successful vendor fails to meet requirements stated in this proposal. Contract will be considered complete when FEMA approves the plan.

1.8 Bonds

Bid Bonds	Not Required
Payment Bonds	Not Required
Performance Bonds	Not Required

Information regarding bonds to be furnished (if required) is stated in the 6.0 Terms and Conditions section of this bid document, 6.26 “Bid Bonds, Performance and Payment Bonds.”

1.9 Exception to RFP

Each vendor shall be deemed to agree to comply with all terms, conditions, specifications and requirements of this RFP. An "exception" is defined as the vendor's inability or unwillingness to meet a term, condition, specification or requirement in the manner specified in the RFP. All exceptions taken **must** be identified and explained in writing in your proposal and must specifically reference the relevant section(s) of this RFP. If the vendor provides an alternate solution when taking an exception to the requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the vendor's solution must be explained in detail.

The County welcomes innovative suggestions and recommendations for vendors that will ensure a 100% successful service approach.

2.0 SCOPE OF WORK

The Lumpkin County Board of Commissioners is requesting proposals from qualified individuals or companies to provide professional services for an update of the Hazard Mitigation Plan for Lumpkin County and all political subdivisions with Lumpkin County Emergency Management according to the requirements of the Disaster Mitigation Act of 2000. This scope is designed in conformance to FEMA Plan Guidance requirements.

The contractor will ensure the plan update is consistent with the most current requirements/templates form FEMA, include but not limited to:

1. Identify all changes to the plan within each section
2. Update the planning process
3. Improve the risk assessment
4. Analyze, update, and continue development of Goals, Objectives and Action steps
5. Update the plan maintenance and implementation
6. Information Dissemination
7. Adoption and Review

Lumpkin County will have representatives attend and participate in planning meetings and workshops, provide current local information as required to assist with the plan update.

The mitigation plan update process will begin on November 19, 2014 with the plan being submitted to FEMA for approval on or before September 23, 2016.

The project will be funded by the Pre-Disaster Mitigation Grant through GEMA with a maximum contractor amount of $18,000.

3.0 MANDATORY REQUIREMENTS

This section identifies all mandatory requirements which must be present in the proposal before further consideration will be given.

3.1 Proposal Requirements

a. A transmittal letter that states the proposal is submitted in response to RFP #2014-017 Hazard Mitigation Plan update. Letter must be signed by a person authorized to enter into a contractual agreement on behalf of the submitting firm. Name, title, email address and phone number shall be included.
b. Experience in Similar Projects
c. Project Understanding/Methodology
d. Qualifications Information requested in Section 4 of this RFP
e. Evidence of Insurance
f. Vendors Information Form
g. Vendors Price Proposal Form
h. Vendors Certification and Statement of Non-Collusion Form
i. SAVE Affidavit
j. Signed Addendum (if applicable)
k. Fee Proposal/Financial Package (sealed in separate envelope)

4.0 QUALIFICATIONS INFORMATION

a. Qualifications information together shall not exceed 30 pages. Provide the following qualifications information:

b. Business location and officers of the company
c. Provide financial information that would allow proposal evaluators to ascertain the financial stability of the vendor.

   If a public company, include a recap of the most recent audited financial report.

   If a private company, provide a recap of the most recent internal financial statement, and a letter on the financial institution's letterhead, stating financial stability.
d. Business litigation

   Disclose any involvement by the organization or any officer or principal in any material business litigation within the last five (5) years. This disclosure will include an explanation, as well as the current status and/or disposition.
e. Resumes of key personnel proposed to participate in the project including education, background and employment history.
f. A complete list of all relevant work performed for public entities within the last five (5) years, including contact names and telephone numbers.
g. Copies of manufacturer installer certificates (if applicable to RFP). Vendors must be certified resellers of the products they provide and install.

h. As the above items are to be considered in selection of the vendor, submission of this information shall be binding on the vendor and shall not be changed without agreement in writing from the owner.

5.0 PROPOSAL SUBMISSION AND EVALUATION

5.1 Process for Submitting Proposals

5.1.1 Preparation of Proposal

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical proposal, the vendor should reference these materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be revised.

5.1.2 Packaging of Proposal

Mark the outside of the shipping package as follows:

RFP #2014-017 Hazard Mitigation Plan Update

FAILURE TO PROPERLY LABEL THE OUTSIDE OF THE SHIPPING CONTAINER MAY RESULT IN DISQUALIFICATION.

The proposal in response to this RFP must be divided into two separate and appropriately labeled and sealed packages marked "Qualifications Proposal" and "Financial Proposal". Both packages should be marked with the submitting vendor's name.

The contents of the sealed inner package labeled **Qualifications Proposal** will include an original and **three (3) copies** of each of the following:

- Transmittal letter referenced under Section 3.1 of this RFP
- Experience in Similar Projects
- Project Understanding/Methodology
- Qualification Information requested in Section 4 of this RFP
- Vendors Information Form
- Vendors Price Proposal Form
- Vendors Certification and Statement of Non-Collusion
- SAVE Affidavit
- Proof of Insurance
- Signed Addendum (if any)

<u>Do not include price information of any kind in the Qualifications Proposal</u>

The contents of the sealed, inner package labeled **<u>Financial Package</u>** will include an original and **three (3) copies** of each of the following:

- Completed Vendors Financial Proposal Form

5.1.3 Submission of Proposal

Proposals will be received by the Lumpkin County Purchasing Agent until 4:00 pm EST on October 28, 2014. The original and three (3) copies must be mailed, hand delivered, or expressed mailed to 2

Patti Jo Holder, Purchasing Agent
Lumpkin County Board of Commissioners
99 Courthouse Hill, Suite D
Dahlonega, GA 30533

<u>Any submission received after the due date will not be evaluated.</u>

Note: Many express mail services do not guarantee overnight delivery times to Lumpkin County. Proposals received after 4:00 pm EST on October 28, 2014 will not be opened.

5.2 Evaluation Process

The evaluation of proposals received on or before the due date and time will be conducted as follows:

5.2.1 Administrative Review

The proposals will be reviewed by the Purchasing Agent for the following administrative requirements**:**

- **Submitted by deadline**
- **Separately sealed Qualifications and Financial Proposal**
- **All required documents have been submitted**
- **Qualifications proposal does not include and financial information**
- **All documents requiring an original signature have been signed and are included**

5.2.2 Mandatory Requirements Review

Proposal which pass the administration review will be reviewed to ensure all mandatory requirements identified in Section 3.0 are address satisfactorily**.**

5.2.3 Qualifications Proposal Evaluation

Proposals which pass the mandatory requirements review will then be evaluated based on the qualification factors. Qualifications information will be scored as follows and may receive a maximum of one hundred (100) points.

Company Background	10
Financials	5
Litigation	5
Personnel Qualifications	20
Relevant Work	30
Project Approach/Understanding	30
Total Points	100

5.2.4 Financial Proposal Evaluations

The Financial Proposals from vendors not eliminated during the qualification proposal evaluation will then be reviewed to determine which proposal results are most beneficial to the County.

5.2.5 Oral Presentations

The county reserves the right to invite vendors to present their qualifications.

5.2.6 Selection of Proposal

Upon Completion of the evaluation process, the Board of Commissioners will select the proposal that is in the best interest of Lumpkin County.

5.3 Rejections of Proposals/Cancellation of RFP

Lumpkin County reserves the right to reject any and all submissions to waive any irregularity or informality in submission and to accept or reject any item or combination of items, when to do so would in the best interest of the County. . It is also within the right of the County to reject submissions that do not contain all elements and information requested in this document. The County reserves the right to cancel this RFP at any time. The county will not be liable for any cost/losses incurred by the vendors throughout this process.

6.0 TERMS AND CONDITIONS

6.1 RFP Amendments

The County reserves the right to amend the RFP prior to the proposal due date. All addenda and additional information will be posted to the county website www.lumpkincounty.gov prior to 5:00 pm EST on October 22, 2014. It is the vendor's responsibility to check the website for addenda before submitting a proposal. All signed addenda shall be included in the Qualifications Proposal.

6.2 Agreement and Project Forms

The agreement form shall be the Owner's agreement form. The Owner's payment, waiver of lien and change order form(s) shall be used.

6.3 Proposal Withdrawal

A submitted proposal may be withdrawn prior to the due date by a signed written request to the Purchasing Agent.

6.4 Costs for Preparing Proposals

The cost for developing the proposal is the sole responsibility of the vendor. The County will not provide reimbursement for such cost.

6.5 Conflict of Interest

If a Proposer has any existing client relationship that involves Lumpkin County, the Proposer must disclose each relationship.

6.6 Contractor Selection

Lumpkin County reserves the exclusive right to determine which vendor should be awarded the contract. The County also reserves the right to reject any and all proposals at its discretion with or without cause.

6.7 Negotiations and Apparent Winner

Prior to award, the apparent winning vendor will be required to enter into discussions with the County to resolve any contractual differences. These discussions are to be finalized within one (1) week of notification unless extending the time period is advantageous to the County. Failure to resolve differences will lead to rejection of the vendor's proposal.

The County reserves the right to negotiate modification and costs with the successful vendor provided that no such modifications affect the evaluation criteria set forth herein.

The vendor shall commence work only after the transmittal of a fully executed contract and Notice to Proceed document is received from the County.

6.8 Taxes

Lumpkin County is exempt from sales taxes; however, the vendor shall pay all taxes required as stated by law. Lumpkin County cannot exempt others from tax.

6.9 Compliance with Laws

The vendor will comply with all State and Federal laws, rules and regulations.

6.10 Cancellation for Cause

If either party shall refuse, fail or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.

Lumpkin County reserves the right to terminate the contract immediately in the event that the vendor discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the successful vendor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Lumpkin County. Lumpkin County shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between the County and the successful vendor, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful vendor.

If the termination clause is used by the County, the successful vendor will be paid by the County for all scheduled work completed satisfactorily by the successful vendor up to the termination date set forth in the written termination notice.

6.11 Conditions of Materials

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition.

6.12 Rejection of Submissions/Cancellation of Request for Proposals

Lumpkin County reserves the right to reject any or all proposals to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of Lumpkin County. It is also within the rights of Lumpkin County to reject proposals that do not contain all elements and information requested in this document. Lumpkin County reserves the right to cancel this Request for Proposals at any time. Lumpkin County will not be liable for any cost/losses incurred by the vendors throughout this process.

6.13 Non-discrimination

Lumpkin County does not discriminate on the basis of race, religion, color, sex, national origin, age or disability.

6.14 Payment

Payment terms and invoicing requirements shall be defined by the Agreement form. See Section 6.2 of this RFP for more information on the Agreement form.

6.15 Insurance

The vendor shall be responsible for his work and every part thereof and for all materials, tools, equipment, appliances and properties of any and all description used in connection with this project.

The vendor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for and all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.

The vendor shall, during the continuance of all work under the contract, provide the following:

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount not less than $1,000,000.00 to protect the vendor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers or sub-contractors, including any and all liability or damage which may arise by virtue or any statute or law in force within the State of Georgia, or which may be herein after enacted.
2. The vendor agrees to maintain Comprehensive General Liability Insurance in an amount of not less than $1,000,000.00 per occurrence to protect the vendor, it's sub-contractors and the interest of the County against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work. The General Liability Insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse and underground hazards where required.

3. The vendor agrees to maintain Automobile Liability Insurance in an amount of not less than $500,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
4. The vendor further agrees to protect, defend, indemnify and hold harmless Lumpkin County, its commissioners, officers, agents, and employees from and animist any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this RFP.
5. The vendor shall notify the County, in writing, sixty (60) days prior to change in insurance or cancellation date. The failure of the vendor to deliver a new and certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the county.
6. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the vendor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, the owner shall have the absolute right to terminate the contract without any further obligation to the vendor. Furthermore, the vendor shall be responsible for the cost of procuring the uncompleted portion of the contract at the time of termination.
7. Contractual and other liability insurance provided under the contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the county from supervising and or inspecting the project as to the end result. The contractor shall assume all on the job responsibilities as to the control of persons under its direct employment and of the sub-contractors and any persons employed by the sub-contractors.
8. The vendor and all sub-contractors shall comply with the Occupational Safety and Health Act of 1970 and amendments as it may apply to this contract.
9. If the vendor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the county may be considered. The vendor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

6.16 Project Coordination

The vendor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The vendor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the vendor's authorized representative, who shall be authorized to receive and accept any and all communication from the county.

The vendor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the county, if the County reasonably determines that the performance or any sub-contractor or personnel is unsatisfactory.

6.17 Accuracy of Work

The vendor shall be responsible for the accuracy of work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the vendor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the vendor or latent defects in the products sold by the vendor.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the vendor under this agreement, the vendor shall confer with the County for the purpose of interpreting the information supplies by the vendor and to correct any errors or omissions. The above consultation, clarifications, and/or corrections shall be made without added compensation to the vendor. The vendor shall give immediate attention to these changes so there will be minimum delay to others, the vendor shall be responsible for errors and omissions and save harmless the county and its agents as provided in the agreement.

6.18 Ownership

Reports, plans, data, statistics, specifications and other supporting records compiled or prepared in the performance of the services required by this contract, shall be the absolute property of the County and shall not be used by the vendor for purposes unrelated to this contract without the prior written approval of the County. Such original documents shall be turned over to the County upon completion of the contract except that vendor shall have the right to retain copies of the same.

6.19 News Release by Vendor

As a matter of policy, the County does not endorse the products or services of a vendor. News releases concerning any resultant contract from this solicitation shall not be made by a vendor without the proper written approval of the County. All proposed news releases shall be routed to the Lumpkin County Purchasing Agent for every approval.

6.20 Severability/Cancellation

It is understood and agreed by the parties here to that if any part, term, or provision of this contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part term or provisions held to be invalid.

The County and the vendor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

The County reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the vendor to provide acceptable work and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

6.21 Drug Free Workplace

By submission of a proposal, the vendor certifies that the provisions of Code Sections 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. The vendor further certifies that:

> A drug free workplace will be provided for the vendors employees during performance of the contract.
> Each vendor who hires a sub-contractor to work in a drug free work place shall secure from that sub-contractor the following written certification.
> As part of the subcontracting agreement (Vendor's Name), (Sub-Contractor's name) certifies to the vendor that a drug free workplace will be provided for the sub-contractor's employees during the performance of this contract pursuant to paragraph (7) of sub-section (b) of Code Section 50-24-3.
> The vendor further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

6.22 Assignment of Contractual Rights

It is agreed that the vendor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this proposal or his right, title, or interest in or to the same, or any part thereof without written consent of the County.

6.23 Indemnity

To the fullest extent permitted by law, the vendor will indemnify, defend and hold Lumpkin county harmless from and against any and all claims, damages, losses and expenses, including but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of resulting from the negligent acts, negligent omissions, willful misconduct, or wreck less misconduct of the vendor or anyone for whom the vendor is responsible.

6.24 Appropriation of Funds

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the county's obligation under said contract(s).

6.25 Documents Deemed Part of Contract

All contract documents issued by the owner and executed by both parties through the completion of the project shall be deemed part of the contract. No documentation or information provided by the vendor, as part of this proposal or otherwise, shall be deemed part of the contract unless and until incorporated into the contract documents issued by the owner.

6.26 Bid Bonds, Performance Bonds and Payment Bonds (if required)

A five percent (5%) bid bond, a one hundred percent (100 %) performance bond and/or a one hundred percent (100%) payment bond shall be furnished to Lumpkin county if stated as a requirement in paragraph 1.9 in the "Introduction" section of this proposal. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies and have an A.M. Best rating.

#2014-017 RFP HAZARD MITIGATIONPLANUPDATE
VENDOR'S INFORMATION FORM

1. Legal Business Name_____

2. Street Address _____

3. City, State & Zip_____

4. Type of Business: State of Registration: _____
(Association, Corporation, Partnership, Limited Liability Company, etc.)

5. Name & Title of Authorized Signer: _____

6. Primary Contact _____

7. Phone Fax_____

8. E-mail _____

9. Company Website_____

10. Has your company ever been debarred from doing business with any federal, state or local agency?

Yes _____ No _____

If yes, please state the agency name, dates and reason for debarment.

_____

_____

_____

ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

2014-017 RFP HAZARD MITIGATION PLAN UPDATE
VENDOR'S PRICE PROPOSAL FORM

DATE: _____

The potential Contractor certifies the following by placing an "X" in all blank spaces:

___ That this proposal was signed by an authorized representative of the firm.

___ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

___ That all labor costs associated with this project have been determined, including all direct and indirect costs.

___ That the potential Contractor agrees to the conditions as set forth in this Invitation to Bid with no exceptions.

Therefore, in compliance with the foregoing **Request for Proposals**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

_____
Business Name

_____
Authorized Signature Date

_____
Typed Name & Title

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

#2014-017 RFP HAZARD MITIGATION PLAN UPDATE
VENDOR'S CERTIFICATION AND STATEMENT OF NON-COLLUSION

I _____certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **RFP #2014-017 HAZARD MITIGATION PLAN UPDATE** was issued except: 1) through the Purchasing Department 2) at the Pre-Bid Conference (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any vendor violating this provision.**

I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal.

COMPANY NAME: _____

_____
Authorized Representative (Signature) Date

_____
Authorized Representative/Title

_____
(Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

#2014-017 RFP HAZARD MITIGATION PLAN UPDATE
ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Proposal and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

_____ _____
Authorized Representative (Signature) Date

_____
Authorized Representative/Title
(Print or Type)

<u>Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.</u>

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

#2014-017 RFP HAZARD MITIGATION PLAN UPDATE
VENDOR'S FINANCIAL PROPOSAL FORM

I have read and understand the requirement of this proposal, #2014-017 RFP HAZARD MITIGATION PLAN UPDATE, and agree to provide required services in accordance with this proposal, and all other attachments, exhibits, etc. I understand that they County will not be responsible for the reimbursement of any costs not specifically set forth in this proposal.

Proposal Hazard Mitigation Plan Update $_____*

*Price is all inclusive (labor, travel, per diem, insurance, etc.)

I hereby certify that this Financial Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I certify that I am authorized to sign the Financial Proposal.

_____	_____
Company Name	Date
_____	_____
Printed Name	Authorized Signature

Georgia Security & Immigration Compliance (GSIC) Act Affidavit

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification "E-Verify" site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is https://e-verify.uscis.gov/enroll/

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with the Lumpkin County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the Lumpkin County Board of Commissioners, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the Lumpkin County Board of Commissioners at the time the Sub-Contractor(s) is retained to perform such services.

PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:

Patti Jo Holder
Lumpkin County Purchasing Agent
99 Courthouse Hill, Suite D
Dahlonega, GA 30533
Fax: (706) 482-2201
Email: pattijo.holder@lumpkincounty.gov

LUMPKIN COUNTY BOARD OF COMMISSIONERS
SAVE Affidavit
(Systematic Alien Verification for Entitlements)

Affidavit for a Public Benefit as required by the Georgia Immigration Reform and Enforcement Act of 2011

By executing this affidavit under oath, as an applicant for a public benefit as referenced in the Georgia Illegal Immigration Reform and Enforcement Act of 2011 [O.C.G.A. § 50-36-1(e) (2)], I am stating the following:

_____ I am a United States citizen; or

_____ I am a legal permanent resident of the United States*; 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.*

*****Alien registration number for non-citizens issued by the Department of Homeland Security or other federal immigration agency is: _____

At least one secure and verifiable document for identification purposes must be provided as required by O.C.G.A. § 50-36-1 (e) (1). See list on page 2 of this document.

****

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

_____

Applying on behalf/Name of associated business

_____

Signature of Applicant Date

_____

Printed Name

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

_____ [NOTARY SEAL]

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, provides 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. **[Page 1 of 2]**

SECURE AND VERIFIABLE DOCUMENTS UNDER O.C.G.A. §50-36-2
[Issued August 1, 2011 by the Office of the Attorney General, Georgia]

The following list of secure and verifiable documents, published under the authority of O.C.G.A. §50-36-2, contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

INDICATE AND ATTACH A COPY OF THE DOCUMENT (front and back)

☐ United States passport or passport card
☐ United States military identification card
☐ Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard
☐ Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card
☐ Driver's license issued by one of the United States, the District of Columbia, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.

☐ Identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color and address to enable the identification of the bearer.

☐ Tribal identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.

☐ Passport issued by a foreign government
☐ Free and Secure Trade (FAST) card
☐ NEXUS card
☐ United States Permanent Resident Card or Alien Registration Receipt Card
☐ Employment Authorization Document that contains a photograph of the bearer.
☐ Certificate of Citizenship issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-560 or Form N-561]
☐ Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-550 or Form N-570]

[Page 2 of 2]

E-Verify Affidavit

Georgia Security & Immigration Compliance (GSIC) Act

(CONTRACTOR) E-VERIFY AFFIDAVIT AND AGREEMENT

The Lumpkin County Board of Commissioners and Contractor agree that compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

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 the Lumpkin County Board of Commissioners has registered with and is participating the federal work authorization program known as "E- Verify", web address* https://e-verify.uscis.gov/enroll/ operated by the United States Citizenship and Immigration Services Bureau of 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 Contractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the Lumpkin County Board of Commissioners, 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 the Contractor will advise the Lumpkin County Board of Commissioners of the hiring a new subcontractor and will provide Lumpkin County Board of Commissioners with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Contractor also agrees to maintain all records of such compliance for inspection by Lumpkin County Board of Commissioners at any time and to provide a copy of each such verification to the Lumpkin County Board of Commissioners at the time the subcontractor(s) is retained to perform such services.

_____

E-Verify Employment Eligibility Verification User Identification Number

_____

Date of Authorization to Use Federal Work Authorization Program

_____

NAME OF CONTRACTOR

_____

Title of Authorized Officer or Agent of Contractor

_____

Signature and 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). Authority O.C.G.A. Sec. §13-10-91. Hist**ory:** Original Rule entitled "Contractor Affidavit and Agreement" adopted. F. May 25, 2007; eff. June 18, 2007, as specified by the Agency.*

Private Employer Exemption Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm or corporation employs fewer than eleven employees and therefore, is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-90.

_____
Signature of Exempt Private Employer

_____
Printed Name of Exempt Private Employer

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

_____, 201__in_____(city), _____(state)

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____DAY OF _____, 201___

NOTARY PUBLIC _____

My Commission Expires: _____