



**CITY OF PEMBROKE, GEORGIA**

**REQUEST FOR PROPOSALS**

**RFP #24-014**

**FOR**

**Debris Monitoring, Disaster Recovery and Emergency  
Planning Services**

**For all questions about this RFP contact:**

Chris Benson, City Administrator  
[administrator@pembrokega.net](mailto:administrator@pembrokega.net)

**Deadline:  
January 15, 2025 at 2:00 P.M.**

# IMPORTANT SUBMITTAL REQUIREMENT

Submittals must be properly labeled to ensure they are not inadvertently opened before the designated time. Affix the label below to the outside of the sealed submittal envelope or delivery package.

If the label below is not used (i.e. in case of some delivery services), it is the supplier's responsibility to ensure that the information is on the OUTSIDE of the delivery package. Submissions that do not comply may be rejected.

Submittals must also include the required number of copies specified in section 1.2.

Please make sure either the label below or the information on the label appears on the **OUTSIDE of the delivery package** and is clearly visible. There may be multiple solicitations open at any given time and if the sender organization and bid number are not discernable, your response may not be recorded as properly received.



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## RESPONSE SUBMITTAL

DELIVER TO:  
CITY OF PEMBROKE  
CITY ADMINISTRATOR  
353 N. MAIN STREET  
PO BOX 130  
PEMBROKE, GA 31321

**RFP #:** 24-014

**PROPOSAL NAME:** Debris Monitoring, Disaster Recovery and Emergency Planning Services

**DUE ON OR BEFORE:** January 15, 2025

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

**COMPANY ADDRESS:** \_\_\_\_\_

**CONTACT NAME:** \_\_\_\_\_

**CONTACT PHONE & EMAIL:** \_\_\_\_\_

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# CITY OF PEMBROKE, GEORGIA REQUEST FOR PROPOSAL 24-014

## DEBRIS MONITORING, DISASTER RECOVERY AND EMERGENCY PLANNING SERVICES

### 1. SECTION I – REQUEST FOR PROPOSAL INFORMATION

Information in this section is proposal-specific. Any conflicting information stipulated in this section shall supersede the General Terms & Conditions noted in Sections II - VII.

#### 1.1. PURPOSE

The City of Pembroke (City) is seeking Competitive Sealed Proposals from qualified contractors to provide professional services on an on-call basis under a renewable annual contract (up to four years) to facilitate contract compliance Debris Monitoring, Disaster Recovery and Emergency Planning Services following a disaster. It is the intent to enter into a pre-event contract, which would result in no immediate cost to the City of Pembroke, GA. The contractor shall provide all materials and services necessary in the performance of this proposal. The City of Pembroke does not guarantee a minimum value for this contract.

#### 1.2. SCHEDULE & SUMMARY

This Request for Proposal will be governed by the following schedule and criteria:

##### DATES

Release of Request	November 26, 2024
Pre-Bid Meeting*	No
Questions due	Monday, January 6, 2025
Bids due	Wednesday, January 15, 2025 by 2:00 PM
Copies of Bid Response Required	Four, <u>in addition</u> to one original
Public opening*	Yes, Thursday, January 30, 2025 at 3:00 PM
Bonds required	Yes, Performance/Payment Bonds ONLY are required prior to contract <i>(item 3.8)</i>
Project Manager	Chris Benson
Purchasing Coordinator	Arlene Hobbs

#### 1.3. SCOPE OF WORK

As the City of Pembroke has been impacted by natural disasters in the past, the City feels the need to be prepared for any future events for the well-being, safety, and health of its citizenry. This RFP will allow the City to be able to quickly begin any cleanup that will assist in alleviating the effects of such an event. Natural and man-made disasters precipitate a variety of debris that includes, but not limited to, such things as trees, sand, gravel, building/construction materials, vehicles, personal property and etc. In a major catastrophic disaster, the City of Pembroke may have difficulty locating staff, be under staffed, have problems locating equipment, and may have difficulty funding the debris removal in short term as well as long term. Private contractors play a significant role in the debris removal, collection, reduction, monitoring, and disposal process. Private contractors may be employed to supplement the efforts of the City's and volunteer works crews.

If it is determined that the available resources are insufficient to complete the debris removal and monitoring process in a timely manner then the pre-selected private contractors may be utilized to perform all or parts of the clean-up. They will be advised and given explicit details as to the scope of their operations. The extent of their involvement will be dictated by the needs of the City and are incident specific.

It is anticipated that the agreement between the City of Pembroke, GA and the Successful Bidder will contain the following scope of work. The full scope of services will be defined within the contract executed with the City of Pembroke, GA.

### **1.3.1. GENERAL**

- 1.3.1.1. **CONTRACT SCHEDULE:** Once the contract is executed between the City of Pembroke, GA and the awarded contractor, the awarded contractor will be bound by the pre-event on call services contract to deliver the services required by this proposal. The City of Pembroke, GA must first approve any change in or substitution of team members, including any consultant, in writing.
- 1.3.1.2. **QUALIFICATIONS:** Proposals must include a cover letter, a description of the firm's capabilities and services, a discussion of the firm's expertise relative to the background and experience requirements contained herein, and resumes of qualified professionals who will be responsible for completing assigned tasks. This material should also be provided for key sub-consultants.
- 1.3.1.3. **PRICING AND QUOTE PREPARATION:** Bidders are encouraged to list any options or services it may provide that it feels might be of interest to the City, not included in base proposal price.
- 1.3.1.4. **JOB REQUIREMENTS:** Written daily reports denoting areas worked, quantities removed, quantity of equipment in service, area to be worked the following day or days, weather report, problems and issues noted, problems and issues corrected, in addition to other reporting obligations as may be applicable based on the overall scope of services.
- 1.3.1.5. **PAYMENTS:** Payments associated with this contract will be in accordance with Task Orders issued by the City. Task Orders will be in accordance with individual grants received by the City or in accordance with tasks desired by the City in support of disaster recovery and debris management and monitoring activities. No payments are intended or implied outside of specifically negotiated Task Orders. This contract has a period of performance of one year (12 months) with the option of four (4) additional one-year renewal periods to be executed solely upon the discretion of the City based on contractor performance.
- 1.3.1.6. **WORK ORDER CHANGES:** The City, without invalidating any contracts awarded based on this Request for Proposal, may order changes within the general scope of the services required to complete the work, by altering, adding to and/or deducting from the services to be performed. If any changes under this clause cause an increase or decrease in the Bidder's total cost of or time required for, the performance of any part of the work, an equitable adjustment shall be made by mutual agreement and the Contract shall be modified in writing accordingly. All such work order changes shall be in writing.
- 1.3.1.7. **QUANTITIES:** The quantity and type of debris generated from any particular disaster is a function of the location and kind of event experienced, as well as the magnitude, duration and intensity. The quantity and type of debris generated, its location and the size of the area over which it is dispersed directly impacts the type of collection and disposal methods used to address the debris problem, associated costs incurred, and the speed with which the problem can be addressed. Notwithstanding, the awarded contractor will be responsible for ensuring that only eligible debris quantities are being claimed for Public Assistance and must have the ability to estimate debris quantities, differentiate between debris types, properly fill out load tickets and follow all safety procedures, in addition to submitting daily reports on load quantities.
- 1.3.1.8. **WARRANTY:** All services provided by the vendor must have a 100% guarantee. If services are not performed as proposed, the vendor shall be liable for any damages or loss of funds associated with the failure.
- 1.3.1.9. **LITIGATION SUMMARY:** The bidder will provide a list of all claims, arbitrations, administrative hearings, and lawsuits related to debris monitoring brought against your company.
- 1.3.1.10. **ASSIGNMENT OF CONTRACT:** The Successful Bidder shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the City.

### **1.3.2. DISASTER DEBRIS MONITORING SERVICES**

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

1. Coordinating daily briefings, work progress, staffing, and other key items with the City.
2. Scheduling work for all team members and contractors on a daily basis.
3. Hiring, scheduling, and managing field staff.
4. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
5. Develop forms, databases, etc. for tracking field activities, submitting invoices to FEMA, FHWA, and etc. Such forms, databases and invoices must be compatible with City software and approved by the City.
6. Assisting the City with responding to public concerns and comments.
7. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
8. Entering load tickets into a database application.
9. Digitization of source documentation (such as load tickets).
10. Developing daily operational reports to keep the City informed of work progress.
11. Development of maps, GIS applications, etc. as necessary.
12. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.
13. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA, and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors.
14. Provide monitors to monitor disaster debris removal contractors to ensure collection is conducted in accordance with City, FHWA, FEMA, and other required standards, including contractual provisions specified in City disaster debris collection contract. Ensure that only eligible debris quantities are being claimed for Public Assistance.
15. Provide monitors at designated check points to check and verify information on debris removal and at Debris Management Sites (DMSs) located throughout the City.
16. Debris monitors must have the ability to estimate debris quantities, differentiate between debris types, properly fill out load tickets and follow all safety procedures. Responsibilities of monitors include, but are not limited to:
  - a) Report issues to their direct supervisor which require action, such as safety concerns, debris removal contractor noncompliance and equipment use.
  - b) Properly and accurately complete and physically control load tickets.
  - c) Ensure that trucks are accurately credited for their load.
  - d) Ensure that trucks are not artificially loaded (ex: debris is wetted, debris is fluffed, not compacted).
  - e) Ensure that hazardous wastes are not mixed in loads.
  - f) Ensure that C&D debris is not mixed in loads of vegetative debris.
  - g) Ensure that all debris is removed from trucks at DMSs.
  - h) Report if improper equipment is used.
  - i) Report if debris removal contractor personnel safety standards are not followed.
  - j) Report if general public safety standards are not followed.
  - k) Report if completion schedules are not on target.

- l) Ensure that only debris specified in the contract is collected and is identified as eligible or ineligible.
  - m) Assure work is within the assigned scope of work.
  - n) Report to supervisor if debris removal work does not comply with all local ordinances as well as State and Federal regulations (i.e., proper disposal of hazardous wastes).
  - o) Debris monitors are to submit daily reports on load quantities
17. Disaster related damage assessment and reconstruction services, as needed.
  18. Final report and appeal preparation and assistance.
  19. Cost recovery of eligible funds currently not obligated or potentially de-obligated by appropriate funding agencies. Separate pricing structures for this service may be included in the Consultant's proposal.
  20. Other disaster recovery services as requested by the City.

**1.3.3. EMERGENCY MANAGEMENT PLANNING AND TRAINING**

1.3.3.1. The Successful Bidder shall provide the following, if requested by the City of Pembroke:

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

**1.3.4. DAMAGE ASSESSMENT AND RECONSTRUCTION SERVICES**

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

**1.3.5. OTHER AGREEMENTS/SERVICES:**

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

1. The selected firm(s) shall provide on the work site(s) a qualified accessible supervisor(s) or liaison officer as directed. At least one (1) accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the Firm(s) and its subcontractors and

all communications given to the supervisor or liaison officer in writing by COE's authorized representative shall be as binding as if given to the Firm(s).

2. Adequately handle property damage claims which result from contractor's errors or omissions.
3. Consultant shall review, validate and reconcile debris management contractor(s) invoices prior to submission to the City for processing. The Consultant shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the City, debris contractor(s) and FEMA representatives. All invoices from the debris contractor(s) shall be directed to the Consultant.
4. The invoices shall be reviewed by the Consultant to be accepted or rejected in a timely manner. The Consultant shall issue in writing to the City and the debris contractor, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the monitoring Consultant shall clearly state the reasons for rejection and work with the debris contractor to resolve immediately.
5. Only invoices that are accurate and complete will be forwarded to the City for payment.
6. Consultant shall assist the City in reviewing and processing requests for payment by the debris removal and disposal contractor(s) as well as in preparing final reports necessary for reimbursement by FEMA, FHWA (Federal Highway Administration) and other applicable agencies by City staff and designated debris removal and disposal contractor(s).
7. Consultant shall assist in ensuring that processing of federal funding is done as quickly as possible, by verifying the following information is accurate and promptly provided:
  - a) Review of debris contractor invoices
  - b) Monitoring information
  - c) Project Status Reports
  - d) Completed Load tickets
  - e) Consultant payroll
  - f) Review of debris contractor equipment hours of operation
  - g) Vehicle certifications
8. Start and end dates of the first debris removal pass and all subsequent passes.
9. Consultant shall provide professional oversight to monitor compliance with environmental and transportation regulations, FEMA reporting requirements, and any other federal, state, or local regulation that pertains to debris recovery operations. The Consultant shall stay current with FEMA and FHWA policies and procedures and notify the City's Project Manager immediately as changes occur.
10. Consultant shall be capable of providing a 1-800 service to respond and report on resident inquiries during the performance of debris removal and disposal activities.
11. Consultant shall provide regular status updates to the City's Project Manager for public information use.
12. Consultant shall provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the project management team to be resolved with the debris contractor(s). A weekly log of such complaints and their resolution shall be provided to the City's Project Manager. Property damage complaints must be tracked using a GIS. Any photos of the property damage must be linked in the GIS. A geodatabase shall be provided to the City with weekly updates. Upon request of the City, the Consultant may also be called upon to provide appropriate staffing of a customer call center to assist with public telephone inquiries, concerns and complaints regarding debris removal operations.
13. Consultant shall provide the City's Project Manager and the debris contractor(s) with daily Disaster Debris Status Reports. Each daily report shall contain the following:
  - a) Overview of daily activities including status of damage complaints
  - b) Cumulative debris tally by debris site
  - c) Cumulative debris tally by day



- d) Summary of monthly debris removal efforts (cumulative and by debris site)
- e) Summary of mulch removal efforts (cumulative and by debris site)
- f) Summary of mixed/construction & demolition removal efforts (cumulative and by debris site)
- g) Stump volume by site
- h) Debris site status
- i) Labor force report

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

14. Consultant shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Consultant on behalf of the City and provided to the City upon their request or project completion. Additional copies shall be provided to the debris removal contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at each OMS to assure that no vehicle modifications have been made and to confirm data accuracy.
15. Consultant shall measure the volume to the nearest cubic yard of usable space for each debris collection vehicle. The Consultant shall complete the Vehicle Certification Form provided for each vehicle. The original Vehicle Certification Form shall be delivered to the City Project Manager or designee. The City Vehicle Certification Form will have the following information:
  - a) Vehicle make, model
  - b) Length
  - c) Width
  - d) Height
  - e) Volume in cubic yards
  - f) Tag number of vehicle
  - g) VIN number of vehicle
  - h) Vehicle type
  - i) Driver of vehicle name (printed) and signature
  - j) Sub-Contractor representative name (printed) and signature
  - k) Certification monitor name (printed) and signature certifying vehicle
  - l) Date
  - m) Vehicle certification number
16. Consultant's Project Manager or designee shall review all truck certification forms with the debris contractor to assure completeness and accuracy of each form before forwarding to the City's Project Manager or designee.
17. Subcontractors will generally not be permitted. In the event that the City authorize a subcontractor of any kind, A subcontractor plan shall be submitted to City or its representative for its approval. Prime contractors must take the affirmative steps required by 2 CFR § 200.321(b)(1)-(5) prior to engaging any subcontractors. Under no circumstance will any subcontractor be permitted without compliance with all applicable federal regulations, including those set forth herein.

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## 1.4. PACKAGING/SUBMISSION REQUIREMENTS

The following information and/or documents MUST be included with the Bidder's response and in the order listed below:

- a. \_\_\_ Information/Cover Page (*supplied*)
- b. \_\_\_ Bid Response Disclosures & Acknowledgement sheet (*supplied*). **Note: Non-Collusion and Conflict of Interest Disclosures section must be notarized**
- c. \_\_\_ Firm/Contractor Information & Documentation – Must include the following:
  - 1) *History of Firm* – Provide a detailed history of the firm, qualifications, and prior experience that relates to this RFP
  - 2) *Project Approach* – Describe the Firm's approach with regard to these services
  - 3) *Staff Qualifications* – Provide detailed biographical information on the individuals who will provide project services, including education, training and experience.
  - 4) *Work-In-Progress* – Submit a list of current work-in-progress with contract amounts and a list of work currently awarded but not yet started
  - 5) *Quality Control* – Submit information describing the Firm's quality control program
  - 6) *Job Site Security* – Describe how your company will provide job site security
  - 7) *Sample Contract* – Submit a sample contract for performance of work outlined in this RFP
  - 8) *Other* – Include any other pertinent information that may be used by the City to evaluate the Firm's proposal
- d. \_\_\_ Pricing Sheet (*supplied*)
- e. \_\_\_ References Sheet (*supplied*)
- f. \_\_\_ Tax Compliance form (*supplied*)
- g. \_\_\_ Company Registration paperwork – **to be done online\***
- h. \_\_\_ Contractor Affidavit – **an additional copy (showing as notarized) of the Contractor (EV) affidavit must be included with response**
- i. \_\_\_ Subcontractor Affidavit (if applicable)
- j. \_\_\_ Sub-subcontractor Affidavit (if applicable)

\* If a complete and compliant (*both required documents uploaded*) registration has been submitted online, you may include a statement that you have a completed registration on file. Instructions and forms for registration may be found on the City's website under Resources.

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***A checklist for your convenience has been provided at the end of this document. This checklist is for your convenience only and should not be returned with the submittal.***

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## 1.5. EVALUATION CRITERIA

The City reserves the right to offer an award based on any combination of factors it determines to be in the best interests of the City and the City Residents. Price will be a factor, but it will not be the sole determining factor in awarding the bid. The City may award the bid to the Firm demonstrating the most complete response and demonstrating full compliance with the specifications in accordance with procurement requirements set forth by the State of Georgia and the Federal Government.

The basis of selection will be the lowest responsive and responsible bid, as determined based on the Evaluation Committee's evaluation of the Proposals, including but not limited to the following evaluation criteria:

- Past performance on similar projects in terms of quality of work, cost control, and compliance with performance schedules. This must be documented by references and other means within the bid response – 30%
- Firm qualifications and experience – 20%
- Project Approach (i.e. methodology, understanding of the work to be performed) – 20%
- Price proposal/Fee schedule (Using Pricing Sheet Provided) – 20%
- Technical approach – quality of package (requested information provided, presentation, etc.) – 10%

*The City reserves the right to accept the BEST-EVALUATED RESPONSE as deemed by the Evaluation Committee, which may or may not be the lowest monetary response.*

## **1.6. FEDERAL TERMS AND PROVISIONS REQUIRED IN CONTRACT**

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

- 1) Access to Records. The following access to records requirements applies to the Contract in addition to any requirements that may be elsewhere imposed:
  - a. Consultant agrees to provide City, the Comptroller General of the United States, or any of their authorized representatives or designees, access to any books, documents papers, and records of Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant shall keep its books documents, papers, and records available for this purpose for at least five years after this Agreement terminates or expires or such longer time as requested by City at any time prior to the expiration of the then applicable time frame. This provision does not limit the applicable statute of limitations.
  - b. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - c. Consultant agrees to provide any of the foregoing parties access to construction or other work sites pertaining to the work being completed under this Agreement, if applicable.
  - d. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Consultant does not transfer the records to City or any authorized or designated federal representative.
- 2) Environmental Compliance.
  - a. Consultant shall comply with all applicable standard, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 1701 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).
  - b. Consultant shall report all violations to City, any applicable State agencies, and the regional office of the Environmental Protection Agency.
  - c. Consultant shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
  - d. Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201 et seq.).
- 3) Contract Work Hours and Safety Standards Act.
  - a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in Paragraph (a) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and any subcontractor responsible therefor shall be liable to the United States (in the case of work done under contract for the District

of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (a) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph (a) of this Section.

- c. *Withholding for unpaid wages and liquidated damages.* The applicable federal funding agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (b) of this Section.
  - d. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with clauses set forth in Paragraphs (a) through (c) of this Section.
- 4) Equal Employment Opportunity. This provision is applicable to all federally assisted construction contracts, as that term is defined at 41 C.F.R. § 60-1.3. To the extent the Agreement meets this definition, Consultant agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
  - d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include provisions in Paragraphs (a) through (g) set forth in this subsection in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

The applicant further agrees that it will refrain from entering into any contract or contract mediation subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has no demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- 5) Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.
  - a. If Consultant intends to subcontract any portion of the work covered by the Agreement, Consultant must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:
    - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- ii. Assuring that small and minority businesses, and women's business enterprises, are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) Immigration and Nationality Act

- a. Consultant agrees to comply with the terms of the employment provisions contained in 8 U.S.C. Section 1324A(e), Section 274A(e) of the Immigration and Nationality Act.

7) Administrative Remedies for False Claims and Statements

- a. Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Consultant's actions pertaining to this Agreement.

8) Remedies

- a. If any work performed and/or good delivered by Consultant fails to meet the requirements of the Agreement, any other applicable standards, codes or laws, or otherwise breaches the terms of the Agreement, the City may in its sole discretion:
  - i. Elect to have Consultant re-perform or cause to be re-performed, at Consultant's sole expense, any of the work which failed to meet the requirements of the Agreement;
  - ii. In the case of goods, reject the goods and require Consultant to provide replacement goods that meet the needs of City and the terms of the Agreement;
  - iii. Hire another Contractor to perform the work and deduct any additional costs incurred by City as a result of substituting contractors from any amounts due to Consultant; or
  - iv. Pursue and obtain any and all other available legal or equitable remedies.
- b. This Section shall in no way be interpreted to limit the City's right to pursue and obtain any and all other available legal or equitable remedies against Consultant.

9) Compliance with Applicable Laws

- a. Consultant agrees to be bound by the terms of the Federally-Funded Subaward and Grant Agreement between the City and FEMA and/or the State of Georgia and any of its agencies if applicable.
- b. Consultant agrees to be bound by all applicable state and federal laws, regulations, and Executive Orders.

10) Suspension and Debarment

- a. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties

debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Consultant can verify its status and the status of its principals, affiliates, and subcontractors at [www.SAM.gov](http://www.SAM.gov).

- i. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905\_) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. Consultant must comply with 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the City. If it is later determining that the Consultant did not comply with 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, Subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

#### 11) Byrd Anti-Lobbying Amendment

- a. Consultants who apply or bid for an award of \$100,000 or more shall file the required certification found below. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- b. The certification referenced in Paragraph (a) of this Section is below:

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

\_\_\_\_\_

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

Signature

Name:

Title:





**CITY OF PEMBROKE, GEORGIA**  
**REQUESTS FOR PROPOSAL**  
**GENERAL PROVISIONS**

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

**2. SECTION II – GENERAL TERMS AND CONDITIONS**

All available information, notices and addenda regarding this RFP shall be posted on the City’s website. Effective July 1, 2018, House Bill 489 requires that any solicitation extended by a municipal corporation for goods and services valued at \$10,000 or more and any solicitation opportunity extended for public works subject to Chapter 91 of Title 36 of the O.C.G.A. also be posted on the Georgia Procurement Registry (GPR).

It is the Supplier’s responsibility to check the City’s website in order to confirm they have the most current information prior to submitting a response. Subsequent to the opening, all status notices will also be posted on the City’s website.

**2.1. RESTRICTIONS ON COMMUNICATIONS WITH STAFF**

All questions about this bid must be submitted in the following format:

- Company Name
- Question
- Citation to relevant section of the bid

All questions, including questions regarding specifications/technical issues related to the RFP and administrative issues, must be in writing to the Purchasing Coordinator for this RFP (with a ‘cc’ to Project Manager). The deadline for questions is noted in Section 1.2 of this RFP.

The Purchasing Coordinator and Project Manager’s contact information is as follows:

**Arlene Hobbs**  
*City Clerk*  
City of Pembroke  
353 N. Main Street  
P.O. Box 130, Pembroke, GA 31321  
Email: [clerk@pembrokega.net](mailto:clerk@pembrokega.net)

**Chris Benson**  
*City Administrator*  
City of Pembroke  
353 N. Main Street  
P.O. Box 130, Pembroke, GA 31321  
Email: [administrator@pembrokega.net](mailto:administrator@pembrokega.net)

No questions other than written will be accepted. No response other than written will be binding upon the City. Questions will be combined into one list of questions and responses and will be posted as an addendum.

**From the issue date of this request until an award has either been made or deemed closed for other reasons, institutions or individuals providing submissions are not permitted to communicate with members of the commission, the evaluation team or City employees, other than Procurement, with regard to the purpose or intent of this Request for Proposal. The exception to this is the submission of written technical questions to the Purchasing Coordinator with the Project Manager copied, or communications unrelated to this Request for Proposal which occur in the ordinary course of City business. The City reserves the right to reject the submission of the offending supplier if this provision is violated.**

Any updates or changes to this and related documents will be posted on the City's website ([www.pembrokega.net](http://www.pembrokega.net)) or by selecting "Resources" and then "Bid Opportunities" from the City home page. **It is the Supplier's responsibility to refer to the website for any addenda or other pertinent information before responding to this Request for Proposal.**

## **2.2. PUBLIC DISCLOSURE AND PROPRIETARY INFORMATION**

All bids and any other public record with respect to solicitation shall be subject to public inspection, upon request, after the posting of the Notice of Intent to Award (NOIA) or Notice of Award (NOA). This is being done in order to protect the integrity of the procurement process unless otherwise required by law. For any Open Records requests, the City may assess fees for the costs of producing these public records as permitted by the Georgia Open Records Act.

Exceptions to the availability of information include 1) bona fide trade secrets meeting confidentiality requirements that have been properly marked and documented; 2) matters involving individual safety as determined by the City; 3) company financial information requested by the City to determine supplier responsibility; and 4) other constitutional protections. All documents that are to be proprietary and confidential are to be clearly marked as such.

Information received in response to this bid request will become the property of the City and will not be returned. If a proposer feels that any information is confidential or proprietary in nature, the proposer must prominently mark and initial such information as "PROPRIETARY INFORMATION". The City will not release or divulge such information to third parties without the consent of the Proposer unless required to do so by applicable law or order a court of competent jurisdiction.

## **3. SECTION III –OVERVIEW AND PROCEDURES**

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

### **3.1. COMPANY BACKGROUND & EXPERIENCE**

Suppliers that have not contracted with the City of Pembroke in the past 2 years should provide a list of clients for whom similar services, as detailed in this bid, have been provided during the past 3-4 years. References must be for the organization or person submitting the bid. Subcontractor's references are not acceptable.

The list must include:

- Dates of service
- Name of contact person
- Title of contact person
- Phone number of contact person

The Supplier will also disclose any services terminated by the client(s) and the reason(s) for termination. Failure to provide this information will disqualify the bid submission.

### **3.2. REFERENCES**

References should be for historical projects of similar size and scope. Details regarding these references are noted on the Reference page.

### **3.3. BID REQUIREMENTS**

#### **3.3.1. SPECIAL CONDITIONS**

By submitting a bid response, Suppliers certify that their proposals are made without collusion or fraud and they have not offered or received any inducements in connection with their proposals. They further agree that this solicitation and any resulting contract shall be governed in all respects by the laws of the State of Georgia and they shall comply with applicable federal, state and local laws and regulations. Any contracts or leases resulting from the award of a Bid

are to be for a period of not more than one year, with four renewal options for a total period not to exceed five years. Any exceptions to this policy must be noted and agreed to by both parties in writing, prior to the issuance of the Notice of Award. Pricing must remain firm for the duration of the initial term of the resulting contract; failure to hold firm pricing for the initial contract will be considered as sufficient cause for termination. Proposal submissions must remain valid for a minimum period of ninety (90) days after the submission due date unless otherwise stipulated.

The City reserves the right to reduce or increase the scope of the project if the lowest responsible and responsive supplier's submittal is not in line with the budgeted amount for the project. The City, at its sole discretion, reserves the right to increase or decrease the scope of work to facilitate an award. This scope reduction will be enacted only if it is in the best interest of the City and constitutes no guarantee of scope.

The City also reserves the right to add to the contract any future work or purchased goods, with the agreement of the supplier, at prices offered in this bid document. This option will be enacted during the contract or within six months subsequent to the end of the contract, if in the best interest of the City and with the agreement of both parties.

### **3.3.2. RESPONSES**

In responding to a bid, ALL item numbers with appropriate formatting must show some type of acknowledgment in order for the response to be properly evaluated. Failure to respond to all specification criteria items may be deemed as sufficient reason to reject a submission. If formatting is not provided for a response at the item level, any non-compliance must be clearly marked, detailed and included with the bid response. Any items not identified shall be deemed as in compliance. Suppliers must: 1) complete any/all required forms; 2) indicate agreement or disagreement on each mandatory requirement and, if requested, provide additional information on how the specifications will be exceeded or not met; and 3) provide complete and detailed responses to any and all non-mandatory requirement that can be fulfilled.

If determined to be in the City's best interests, a Best and Final Offer (BAFO) may be requested. A BAFO may be requested when:

- The prices for all responsive and responsible submittals exceed budget;
- No single responsive and responsible submittal meets all requirements;
- When all responses are unclear or deficient in one of more areas;
- When the grading scores of two or more submittals require additional evaluation;
- At the discretion of the evaluation team to clarify submittals or to negotiate costs or other deliverables.

### **3.3.3. PACKAGING OF BID**

Submissions must be by the following method:

No e-mail, fax or scanned submissions will be accepted. Hard copies are to be submitted in a sealed package containing an original and the number of copies specified in Section 1. The sealed package must be labeled on the outside as follows:

**(Supplier Name)  
RFP # (Bid Number)  
(Bid Title)**

**Supplier response to this bid must consist of the following documents in addition to any bid-specific information requested in Section 1.4:**

- **Pricing**
- **Schedule of proposed work (when applicable),**
- **Completion Schedule (when applicable),**
- **Supplier Registration is to be completed online, with the following forms needing to be uploaded**
  - **Supplier Affidavit (E-Verify) (available online),**
  - **W-9 (available online),**
  - **Some responses may require an additional notarized Supplier affidavit. (See section 1.4),**
    - *The City cannot award to a supplier that is not registered and compliant,*
  - **Tax Compliance form (required if over \$99,000) (supplied if required),**
  - **Reference list of a minimum of three (3) references (supplied).**

### 3.3.4. SUBMISSION OF BID

The original and specified copies of the bid response must be delivered to the Purchasing Coordinator no later than **the time and date specified in Section I. Any bid received after stated time or delivered to department other than Procurement will not be accepted. The City of Pembroke will not be responsible for any responses not received by the Procurement Department prior to the deadline.**

Proposals must be submitted to:

**City of Pembroke  
Attention: Chris Benson – City Administrator  
P. O. Box 130, Pembroke, GA 31321**

Or delivered to:

**Attention: Chris Benson – City Administrator  
353 N. Main Street  
Pembroke, GA 31321**

**\*Note: Notify Purchasing Coordinator via email (clerk@pembrokega.net) if submittal is mailed via Post Office (USPS).**

### 3.3.5. ALTERNATE BID DOCUMENTS

Documents prepared by the City which have been supplied for your use must be used for the submission of Bid Response where provided. The use of alternate forms that deviate from those supplied (See Section 1.4 of this RFP) may disqualify the Bid Response from consideration. If a form is not provided, the Bidder may produce their own document with the required/requested Bid Response information.

### 3.3.6. ADDITIONAL INFORMATION/ADDENDA

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Suppliers should not rely on any representations, statements, or explanations other than those made in this Invitation to Bid and its' addendums. Where there appears to be a conflict between the Invitation to bid and any addenda issued, the last addendum issued will prevail. It is the Supplier's responsibility to check for addendums (under Bid Opportunities) on the City's website.

***Suppliers must acknowledge any issued addenda. Bids which fail to acknowledge the supplier's receipt of any addendum will result in the rejection of the bid if the addendum contains information which substantively changes the City's requirements.***

### 3.3.7. PROPOSAL PRICING, ERRORS AND OMISSIONS

3.3.7.1. In the event there is a discrepancy between a unit price submitted and the extended price, the unit price will prevail.

3.3.7.2. All corrections, changes or erasures to the proposal submission are to be initialed in ink.

### 3.3.8. WITHDRAWAL OF BID

A supplier may withdraw his bid before the submittal deadline without prejudice to the supplier by submitting a written request of withdrawal to the Procurement Analyst.

### 3.3.9. LATE SUBMITTAL, LATE MODIFICATIONS & LATE WITHDRAWALS

Bid submittals received after the bid opening date and time will not be accepted. Modifications received after the bid opening date will not be considered. The City assumes no responsibility for the premature opening of a bid not properly addressed and identified or not delivered to the proper designation.

### 3.3.10. MINIMUM BID ACCEPTANCE PERIOD

Bids shall be valid and may not be withdrawn for a minimum period of 90 days from the date specified for receipt of bids. Suppliers will be asked for an 'expiration date' for the bid submitted, when appropriate. This does not impact the contract price once a bid has been awarded.

### 3.3.11. DISQUALIFICATION OF BIDS OR SUPPLIERS

Suppliers may be disqualified from participation in the bid process for reasons which include, but are not limited to the following:

- 3.3.11.1. Evidence of collusion;
- 3.3.11.2. Attempting to manipulate the submittal pricing for its' own benefit (i.e. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Supplier);
- 3.3.11.3. Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;
- 3.3.11.4. Being in arrears on taxes owed to the State of Georgia;
- 3.3.11.5. Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion raises doubts as to Supplier's ability to properly perform the work;
- 3.3.11.6. Any offering of gifts, unauthorized compensation or other unethical actions to City employees with respect to interest in any business activity;
- 3.3.11.7. Any false statement or misrepresentation in any portion of the Bid Packet, including but not limited to, misrepresentations regarding prior or current lawsuits or OSHA violations; or
- 3.3.11.8. Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of the supplier or the rejection of their submittal;

### **3.3.12. REJECTION/CANCELATION/AWARD OF BIDS**

The City reserves the right to:

- a) reject any and all submittals received outside the time/place stated in the notice;
- b) reject any submittals which show omissions, irregularities, alteration of forms or unsolicited responses;
- c) waive any minor technicalities of form, or formalities of the responses without prejudice to other responses;
- d) reject any or all bids or any part thereof;
- e) obtain clarification on any point in a respondent submittal or obtain additional information;
- f) accept the bid that receives the best evaluation from the Evaluation Committee based on the evaluation criteria set forth within this RFP, regardless of whether or not it is the lowest bid;
- g) award the bids received on the basis of individual items or on the entire list of items.

The City also reserves the right to cancel this bid at any time and will not be liable for any cost/losses incurred by the Supplier throughout this process.

Where applicable, the City reserves the right to make multiple awards or to award a contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one supplier is not in the City's best interest, "all or none" offers will be rejected.

### **3.3.13. COST INCURRED BY SUPPLIERS**

All expenses involved with the preparation and submission of the bid to the City, or any work performed in connection therewith, is the responsibility of the supplier(s).

### **3.3.14. BID OPENING**

All bids will be opened on the pre-determined bid opening date. The bid details and related documents will not be publicly announced or reviewed at the bid opening; they will be turned over to an evaluation committee. No awards will be made or implied at this time. The Status field on the City's website will be updated following any change in the Bid process. Refer to section 2.1 for details regarding this Status. **Any bid-specific exceptions to the 'non-public opening' will be noted in the Schedule (section 1.2).**

### **3.3.15. AWARD AND RESULTING CONTRACT**

Award will be made to the Supplier whose response/proposal is the best evaluated by the Evaluation Committee and which is in compliance with terms of this bid request. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, the delivery terms and other criteria, as well as price, will be taken into consideration in making the award.

Any resulting contract shall not be binding upon the City nor should any action be started until it has been executed by both parties and a copy of the fully executed contract has been delivered to the successful Supplier. Specifications noted in this bid request shall be incorporated into the resulting contract. The City reserves the option to prepare and negotiate its own contract, giving due consideration to the stipulations of the supplier's proposed contract and associated legal documents.

### **3.3.16. PROTESTS**

Protest may be filed by the affected party regarding any aspect of the solicitation, evaluation or award. All protests must be in writing, include the information listed below and directed to the Procurement Department. Protests regarding the specifications or how a solicitation was written must be filed at least seventy-two (72) hours prior to the deadline. Protests regarding the validity of the evaluation team or the evaluation process must be filed within seventy-two (72) hours of the notice to bidders. Protests regarding the recommended awardee must be filed within ten (10) days of the Notice.

#### **3.3.16.1. FILING A PROTEST**

Only suppliers intending to submit a response may protest a solicitation and only suppliers that respond to a solicitation may protest the evaluation /award. All Protests must be directed to the Purchasing Coordinator, in writing, and must contain the following information in order to be valid:

- The name (company), address, telephone number and email of the protestor
- Signature and printed name of the protestor
- Identification of the solicitation and the sections contested
- A statement of reason for the protest including copies of relevant supporting documents
- A description of the remedy requested
- A decision will be rendered by Procurement. Should the protest need to be escalated, it shall continue as needed through the following stages: City Attorney, Board of Commissioners, court system.

### **3.4. INSPECTION AND ACCEPTANCE OF EQUIPMENT (FOR PURCHASE)**

Where applicable, all items bid and furnished that are to be purchased must be completely new, free from defects and operate as intended unless otherwise specified in writing. Discontinued, remanufactured or demonstrator items will not be accepted unless specifically requested. The manufacturer's standard warranty shall be identified and copies of the warranties are to be presented upon request. In addition, all items supplied shall comply with all Federal and State regulations, applicable and effective on the date of acceptance. All items must meet or exceed all existing Federal, State and Local health, safety, lighting, emissions and noise standards.

The City reserves the right to inspect and test any equipment being offered in the bid prior to making any award. The City may also request a demonstration or site visit for evaluation purposes. The equipment delivered under this bid shall remain the property of the seller until a physical inspection of the equipment is made and accepted by the City. In the event that the equipment supplied to the City is found to be defective or does not conform to the City's specifications, the City reserves the right to cancel the order upon written notice to the seller and to return the equipment to the seller at the seller's expense.

### **3.5. STATEMENT OF EXPERIENCE AND QUALIFICATIONS**

The supplier may be required, upon request, to prove to the satisfaction of the City that he/she has the skill and experience and the necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any supplier is not satisfactory, the response of such supplier may be rejected. The City reserves the right to request clarifications of any response or to conduct discussions for the purpose of clarification. Any clarifications made as a result of these discussions are to be provided in writing.

### **3.6. NON-COLLUSION AFFIDAVIT**

By submitting the notarized signature in the response, the Supplier represents and warrants that such response is genuine and real and not made in the interest or on behalf of any person not therein named. It is further warranted that the Supplier has not directly or indirectly solicited any other Supplier to put in a sham submittal, or any potential Supplier to refrain from submitting and that the Supplier has not in any manner sought by collusion to secure any advantage over any other Supplier. By submitting a response, the Supplier represents and warrants that no official or employee of City has, in any manner, an interest directly or indirectly in the RFP or in the contract which may be made

under it, or in any expected profits to arise therefrom. It is further warranted that the Supplier is independent of the City.

### **3.7. HOLD HARMLESS AND INDEMNIFICATION**

The Supplier agrees, insofar as it legally may, to indemnify and hold harmless the City, its officers, employees and agents from and against all loss, costs, and expenses, including attorneys' fees, claims, suits and judgments in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Supplier, its officers, employees, and agents under any of the terms of this contract.

### **3.8. BID BONDS (Bid, Performance, Payment)**

For any bid as required and noted in Section 1 of this bid document, a one hundred ten percent (110%) Performance bond and a one hundred ten percent (110%) Payment bond shall be furnished payable to, in favor of, and for the protection of the City. When Bid bonds are required, they must be in a sum equal to five percent (5%) of the total amount of the supplier's response and may be in the form of a surety issued bond or cashier's check made payable to the City of Pembroke. Bid bonds are returned to the unsuccessful suppliers when the Notice of Award has been issued or contract has been executed. When bonding is required, failure to submit appropriate bonding will result in automatic rejection of bid. Performance and/or Payment bonds must be presented within ten (10) days of the Notice of Intent to Award or prior to the award of contract, whichever is later. Surety companies executing bonds must appear on the Treasury Department's most current publication (Circular 570 as amended) and be authorized to do business in Georgia. Unless otherwise specified, bonds shall be in effect for a period of one year from the completion of the project. The bond amounts shall be increased as the contract amount is increased. No alternative securities are currently accepted in lieu of performance or payment surety bonds.

## **4. SECTION IV – OTHER GENERAL SPECIFICATIONS**

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

### **4.1. LIQUIDATED DAMAGES**

Pursuant to O.C.G.A. § 36-91-24, it is understood that the Notice-to-Proceed and the time for completion of the work as specified are ESSENTIAL conditions of any resulting contract and that the performance and completion of this work within the specified time is vital to the City's economic interests. If the Supplier neglects, fails or refuses to complete the work within the mutually agreed time specified, the City may impose liquidated damages for each day of non-compliance past the scheduled completion date. Unless otherwise specified in Section I of this document or in the resulting contract, liquidated damages may be assessed at a rate of 1%, with a limit of \$500.00 per day of non-compliance.

### **4.2. FORCE MAJEURE**

The City and Supplier will be excused from the performance of their respective obligations under this Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including but not limited to, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, order/act of any governmental authority, provided that:

- 4.2.1.** The non-performing party gives the other party prompt written notice within three (3) business days describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- 4.2.2.** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- 4.2.3.** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure;
- 4.2.4.** The non-performing party uses its best efforts to remedy its inability to perform. Economic hardship of the Provider will not constitute Force Majeure. The term of the Provider shall be extended by a period equal to that during which either party's performance is suspended under this Section.

The provisions of this section shall not preclude the City from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFP.

#### **4.3. SUPPLIER'S INVOICE**

**4.3.1.** The Supplier shall prepare and submit invoices to the attention of the project manager at: City of Pembroke, Attn: Chris Benson, PO Box 130, Pembroke, GA 31321. A proper invoice must include the items listed below:

- (a) Name and address of the Supplier.
- (b) Invoice date and invoice number. (The Supplier should date invoices as close as possible to the date of the mailing or transmission.)
- (c) Purchase order number for supplies delivered or work completed.
- (d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered.
- (e) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).
- (f) Name and address to which payment is to be sent.
- (g) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (h) Any other information or documentation required by the contract (e.g., evidence of shipment).

**4.3.2.** A summary invoice shall be provided for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value. A summary invoice shall be supported by receipt copies of the delivery tickets. Delivery tickets or sales slips shall contain:

- (a) Name of supplier
- (b) Purchase Order number
- (c) Ship to Department and Address
- (d) Description, Quantity, unit price, and extension of each item.
- (e) Date of delivery or shipment.

#### **4.4. TAX LIABILITY**

The successful supplier will be provided with the City's Sales and Use Tax Certificate of Exemption number upon request.

#### **4.5. PAYMENT**

Payment will be made for items accepted by the City; standard terms are net 30.

#### **4.6. ESTIMATED QUANTITIES**

The quantities of items specified in the Bid Schedule are estimates only and are not purchased by this contract. If the City's requirements do not result in orders in the quantities described as "estimated", that fact shall not constitute the basis for an equitable price adjustment. Delivery shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order clause or elsewhere in this contract, the Supplier shall furnish to the City all items specified in the Bid Schedule and called for by orders issued in accordance with the Ordering clause.

#### **4.7. ASSIGNMENT OR NOVATION OF CONTRACT**

The Supplier shall not assign or transfer, whether by Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing a bond may be made without the consent of the City.



#### **4.8. TERMINATION FOR CAUSE**

The City reserves the right to terminate the resulting contract, in whole or in part, for failure to comply with any provisions of the contract as outlined by providing a written notice to the Supplier at least thirty (30) days before the effective date of termination. The Supplier will not be relieved of any outstanding responsibilities or unfinished obligations under this contract. Receipt of items by the delivery date is critical to the terms of this contract. The City considers late delivery of contract items as reasonable cause to terminate the contract.

Prior to termination, a Cure Notice will be issued by the City. The Notice will identify the problems and deadlines that need to be met to remedy the problems to avoid termination for default. If the Supplier does not respond with an acceptable action plan to remedy the default or commence to remedy the default within a period of five (5) business days (or such longer period as the City may authorize in writing) after the issuance of notice, the City may issue termination for cause.

The City retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract.

#### **4.9. TERMINATION FOR CONVENIENCE**

The City reserves the right to terminate the resulting contract, in whole or in part, in the event the City determines that such termination is in the best interest of the City. Any such termination shall be affected by the delivery of a notice specifying the extent to which performance of work under the contract is termination and the date upon which the termination becomes effective. Upon receipt of notice, the contractor shall immediately discontinue all services affected, unless the notice directs otherwise. The City will make payment of deliverables satisfactorily executed according to industry standards or proven loss with respect to materials, etc., but no amount shall be allowed for anticipated profit or unperformed service.

#### **4.10. TERMINATION FOR FUND APPROPRIATION**

The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Supplier. In the event of the City's termination of the resulting contract for fund appropriation, the Supplier will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance

#### **4.11. CHANGES**

All work and materials furnished for this project shall be made in conformance with the contract documents. Changes in the scope of work or the terms and conditions of this contract may be made only by written agreement of the parties. Changes that involve an alteration to the payment amounts shall not commence until approved by the City and a Change Order has been issued.

#### **4.12. REPORTING DISPUTES**

The Supplier shall report any contract disputes and/or problems to the Procurement Analyst, both verbally and in writing within 48 hours of their occurrence.

### **5. SECTION V –INSURANCE REQUIREMENTS**

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

Prior to commencing work, the Supplier shall procure and maintain at their own cost and expense for the duration of the agreement 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 hereunder by the Supplier, his agents, representatives, employees or Subcontractors. A Certificate of Insurance (COI) and any other documents required by the City must be submitted to the City prior to the commencement of any work. In the event of failure to supply the required documentation, the City shall have the right to recover any costs or damages incurred.

The City of Pembroke, its agents, elected officials, and employees shall be included as additionally named insured with respect to all liability policies herein except the professional liability coverage and worker's compensation which shall be indicated on all applicable certificates of insurance. The insurance Certificates indicated above shall carry a written notice of change cancellation and shall be submitted in a reasonable period prior to the execution of any work under this contract.

It shall be the responsibility of the Supplier to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract. The Supplier's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured.

The information described below sets forth minimum amounts and coverage and is not to be construed in any way as a limitation on the Supplier's liability.

## **5.1. STANDARD INSURANCE REQUIREMENTS**

**5.1.1.** The City reserves the right to require higher insurance limits on any contract, provided notice of such requirement is stated in the solicitation.

**5.1.2.** *Commercial General Liability Insurance* - \$1,000,000 limit per person, \$2,000,000 per occurrence for property damage and bodily injury. The Supplier should indicate in the proposal and on the insurance certificate that the coverage provided is occurrence based. The City of Pembroke shall be named as "additional insured" as its interest may appear and "waiver of subrogation granted". The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Suppliers
- Broad Form Property Damage
- Personal Injury

**5.1.3.** *Automobile Insurance* - \$1,000,000 limit per person or \$2,000,000 combined single limit for property damage and personal injury.

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

**5.1.4.** *Umbrella Coverage*

5.1.4.1. *Workers' Compensation and Employers' Insurance* -- with benefits and monetary limits as set forth by Title 34, Chapter 9 of the O.C.G.A. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Supplier is otherwise required by law to provide such coverage. The Supplier shall supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City by way of a COI. This proof must be received by the City **prior to** the commencement of work. If the Supplier does not meet the requirement for workers' compensation coverage, the certificate of insurance shall state that the contractor waives subrogation in regard to workers' compensation.

5.1.4.2. *Professional Liability/Errors & Omissions Insurance* - \$2,000,000 or as per project (ultimate loss value per occurrence). Primarily E&O insurance is designed to protect the professional advice providers (i.e. consultants, financial services) or professional service-providing professionals (i.e. medical providers, lawyers).

## **5.2. OTHER INSURANCE PROVISIONS**

**5.2.1.** All Coverage

5.2.1.1. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

5.2.1.2. If the Supplier, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Supplier resulting from said breach.

5.2.1.3. Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to the Supplier, the City may deduct from sums due to the Supplier any premium costs advanced by City for such insurance.

**5.2.2. Commercial General Liability and Automobile Liability Coverage**

5.2.2.1. The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Supplier; products and completed operations of the Supplier; premises owned, leased or used by the Supplier or premises on which the Supplier is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

5.2.2.2. The Supplier's insurance coverage shall be primary insurance as respects the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of the Supplier's insurance and shall not contribute with it.

5.2.2.3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

5.2.2.4. Coverage shall state that Supplier's insurance shall apply separately to each insured against to whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**5.2.3. Workers' Compensation and Employers' Liability and Property Coverage**

The insurer shall agree to waive all rights of subrogation against the City, member of its' City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of the Supplier in the performance of services under this Agreement (*see 5.1.4.1*).

**5.2.1. Deductibles and Self-Insured Retention**

Any deductibles or self-insured retentions must be declared to the City.

**5.2.2. Acceptability of Insurer**

Insurance is to be placed with Georgia admitted 'A' rated carriers or better by A.M. Best's rating service.

**5.2.3. Verification of Coverage**

Supplier shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. 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 certificates and endorsements are to be received and approved by the City before work commences.

**5.2.4. Subcontractors**

Subcontractors must also be insured under the policies of insurance required herein.

**6. REQUIRED IMMIGRATION/ENTITLEMENT AFFIDAVITS FOR GEORGIA**

For the successful Suppliers contracting for physical labor or providing services with the City:

**6.1. VENDOR/CONTRACTOR AFFIDAVIT**

**6.1.1.** Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Supplier understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Supplier further agrees that such compliance shall be attested by the Supplier through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar supplier affidavit. The Supplier's fully executed affidavit is attached hereto as an Exhibit and is incorporated into this Agreement by reference herein.

## **6.2. SUBCONTRACTORS**

**6.2.1.** The Supplier understands and agrees that, in the event the Supplier employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Supplier shall:

- 6.2.1.1. Be responsible to the City for the acts and omissions of a sub-contractor or persons employed by said sub-contractor to the same extent that the Supplier is liable to the City.
- 6.2.1.2. Secure from each such subcontractor an indication of the employee number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
- 6.2.1.3. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Supplier further understands and agrees that the Supplier shall require the executed subcontractor affidavit to become a part of the agreement between the Supplier and each such subcontractor. The Supplier agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."

## **7. TITLE VI –as applied through the Civil Rights Restoration Act of 1987**

The CITY OF PEMBROKE, GEORGIA, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4, as amended by The Civil Rights Restoration Act of 1987, hereby notifies all suppliers that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the CITY regardless of whether those programs, services, and activities are federally-funded or not. Further, it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award.

***Please separate and use the following pages with your response submittal.  
Additional pages may be used as needed. Thank you for your interest and  
participation in this opportunity.***



**CITY OF PEMBROKE, GEORGIA**  
**RESPONSE SUBMITTAL COVER**

**RFP #24-014**

**For**

**Debris Monitoring, Disaster Recovery and Emergency  
Planning Services**

**Submitted by:**

Name of Company:

Mailing Address:

City/State/Zip:

Phone (including area code):

E-mail:

**Submittal Deadline:  
January 15, 2025 at 2:00 P.M.**



## SUPPLIER DISCLOSURES 24-014

All solicitations **MUST** contain signed and notarized statement of non-collusion and non-conflict of interest. Any **YES** response for other disclosures must be detailed and attached to this sheet as part of your submittal. Reference to 'Supplier' denotes the organization submitting the response as well as the principal representing the organization.

**Collusion.** Collusion exists when two or more parties act together to achieve a fraudulent or unlawful act. Collusion inhibits free and open competition and is in violation of antitrust laws.

I certify that this bid response is genuine and is not a collusive or sham proposal. I further state that:

- o The prepared response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud; and
- o The price(s) submitted has/have been arrived at independently and without consultation, communication or agreement with any other supplier, supplier or potential responder to the solicitation; and
- o No attempt has been made or will be made to induce any company or person to refrain from responding to this solicitation, or to induce them to submit a budget that is higher than the budget in this solicitation, or to submit any intentionally high or noncompetitive response or other form of nonresponsive submittal; and
- o I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I also certify that I am authorized to sign for this Supplier.

**Conflict of interest.** A Conflict of Interest exists when personal interests interfere in any way with the best interest of the City. This can arise if any agent of the City or their families will receive a monetary or other type of benefit based on the award of this project or if any supplier has an unfair competitive advantage over other suppliers. A conflict is also perceived if any previous history would make it impossible for the supplier to objectively fulfill the obligations associated with this project.

I certify that there is no known conflict of interest with the City or any employee or agent of the City. There is presently no interest and no interest shall be acquired that would directly or indirectly conflict in any manner with the performance of this solicitation, should it be awarded.

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

\_\_\_\_\_  
**Signature of Authorized official of company**

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

**Sworn to and subscribed before me this** \_\_\_\_ **day of** \_\_\_\_\_ **, 20** \_\_ **.**

**Notary Public:** \_\_\_\_\_

**County:** \_\_\_\_\_

**Commission Expires:** \_\_\_\_\_

### OTHER SUPPLIER DISCLOSURES

*Any response of 'Yes' must be explained in full (separate sheet may be used).*

\_\_\_\_\_  
**Debarment.** Supplier certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Has the Supplier been deemed ineligible from participating in any business with any government agency in the past five (5) years?

\_\_\_ **Litigation.** Within the past five (5) years, has the Supplier been the subject of or party to any civil or criminal proceedings or investigations based on wrongful death, fraud, theft, breach of contract, safety, misrepresentation or any other conduct?

\_\_\_ **Financial stability.** Financial stability demonstrates that the Supplier has the resources to complete and the ability to remain in business for the duration of the subsequent contract. Has any petition of bankruptcy, orders or judgment been filed against the supplier in the past five (5) years?

\_\_\_ **Liquidated Damages.** Liquidated Damages are types of compensation designed to reimburse the City for certain problems or delays associated with a project; it serves as protection to both parties in the form of 'contract completion insurance'. Has the Supplier been assessed any liquidated damages or defaulted on any project with a government agency in the past five (5) years?

\_\_\_ **OSHA.** Has the Supplier been cited for any OSHA violations in the past five (5) years?

\_\_\_ **COMMUNICATIONS.** Has the Supplier communicated OR discussed pricing with anyone associated with the City, other than Procurement, since the solicitation was published?

### SUPPLIER ACKNOWLEDGEMENTS *(please initial)*

\_\_\_ **Resources.** We agree that we have the resources needed for the satisfactory completion of the project.

\_\_\_ **Exceptions.** All deviations and exceptions to this RFP must be expressly stated in writing and attached as an Exception page. The absence of any exceptions assures the City of their full agreement and compliance with all specifications, terms and conditions, requirements and obligations of this RFP.

\_\_\_ **Occupational Tax License.** If a City of Pembroke Occupational Tax License is needed in order to fulfill the project, we will obtain such license prior to the confirmation of contract.

\_\_\_ **Insurance.** We understand the insurance requirements noted and are prepared to supply the required insurance endorsements for these requirements prior to the confirmation of contract.

\_\_\_ **Terms and Conditions.** The specifications, as well as the terms and conditions of this Request for Proposal shall be incorporated as an integral part of the final contract.

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

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

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

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

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

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

### BID RESPONSE SIGNATURE

I am registered (and compliant) with the City's online registration system: Yes \_\_\_ Not yet \_\_\_  
*The City cannot award to a supplier that is not registered and compliant.*

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

MAILING ADDRESS: \_\_\_\_\_

CITY /STATE/ZIP: \_\_\_\_\_

PHONE (including area code): \_\_\_\_\_ E-MAIL: \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE TITLE

NAME (PRINTED)

TITLE (PRINTED)

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

## RFP 24-014

### PRICE SUBMITTAL: DEBRIS MONITORING, DISASTER RECOVERY AND EMERGENCY PLANNING SERVICES

Company Name \_\_\_\_\_ Bid Price Valid Through \_\_\_\_\_

**PRICE STRUCTURE\*** – Complete the following and include associated information specifics for the cost quoted (pricing must be submitted on this form; additional pages to detail may be used as needed). The quantities below are estimates only; additional detail on the locations can be found on Attachments, located at the end of this document. ***Bidders will be responsible for field verification and calculations.*** If any discrepancy exists between the unit price and the total price, the unit price will be used.

#### Pricing Schedule

1. Please fill out the chart below with all hourly rates that apply and include additional positions as necessary.

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

*\*Adjustments – quantities, if any, may be unknown. Price as an each and do not extend total.*

*\*\*Any other fees, additional charges and prices that may be applicable to this project **must** be listed on a separate sheet and attached.*

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

*The City reserves the right to accept the BEST-EVALUATED BID as deemed by the Evaluation Committee, which may or may not be the lowest monetary bid.*

**COMPLETED BY:**

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

Contact Person: \_\_\_\_\_  
(Signature) (Printed Name)



**FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF RESPONSE. THIS FORM MUST BE COMPLETED FOR EACH BID SUBMITTAL EVEN IF YOU ARE CONSIDERED TO BE A CURRENT SUPPLIER.**

## REFERENCES

The City of Pembroke requests a minimum of three references where work of a similar size and scope has been completed within the past 3-4 years.

**REFERENCE 1:**

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

Brief Description of Project: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**REFERENCE 2:**

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

Brief Description of Project: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**REFERENCE 3:**

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

Brief Description of Project: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**COMPLETED BY:**

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

Contact Person: \_\_\_\_\_

(Signature)

(Printed Name)

## TAX COMPLIANCE FORM\*

*\*Must be completed for all bids with an aggregate total of more than \$99,000.00.*

### **INSTRUCTIONS TO SUPPLIERS**

Please complete the following information:

- Supplier's Name: \_\_\_\_\_
- Physical Location Address: \_\_\_\_\_  
\_\_\_\_\_
- Federal Identification Number (FEI): \_\_\_\_\_
- Have you ever been registered in the State of Georgia? \_\_\_\_\_
- If so, please provide the following information, if applicable:
  - State Taxpayer Identification Number (STI): \_\_\_\_\_
  - Sales and Use Tax Number: \_\_\_\_\_
  - Withholding Tax Number: \_\_\_\_\_
- What type of service will you perform? \_\_\_\_\_
- Will you sell any tangible personal property or goods? \_\_\_\_\_
- Supplier's Affiliate's Name: \_\_\_\_\_
  - FEI: \_\_\_\_\_
  - STI: \_\_\_\_\_
  - Sales and Use Tax Number: \_\_\_\_\_
  - Withholding Tax Number: \_\_\_\_\_

If there is more than one affiliate, please attach a separate sheet listing the information above.

- Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
  - Name: \_\_\_\_\_
  - Telephone Number: \_\_\_\_\_
  - E-mail Address: \_\_\_\_\_

### **NOTICE TO SUPPLIER:**

In the event the supplier is considered for contract award, the information provided on this form will be submitted to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.

## SUPPLIER'S RFP/ITB CHECKLIST

- \_\_\_1 **Read the *entire* document**, paying close attention to critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements (e.g. bonding and insurance requirements); etc. Note that all bid specific information noted in Section I or in a special Specification section, if there is one, take precedence over the general terms and conditions listed in Section II.
- \_\_\_2 **Note the Procurement Agent's name and e-mail address.** With the exception of written technical questions sent to the project manager, the Procurement agent is the only person you are allowed to communicate with regarding the RFP/ITB from inception until after award.
- \_\_\_3 **Attend the pre-proposal conference** if one is offered. These conferences provide a valuable opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP/ITB. Pre-bid conferences are not usually mandatory, but are a source of important information and attendance at them (as well as any other bid-related meetings) are considered part of the evaluation criteria.
- \_\_\_4 **Take advantage of the 'question / answer' period.** Submit your questions to the Procurement Agent (or Project Manager and copy the Procurement Agent) by the due date listed in the *Schedule of Events*. Even though you may get a direct response for questions you have asked, a formal addendum will be issued to address any substantive questions so all suppliers will have access to the additional pertinent information.
- \_\_\_5 **Follow the format required in the RFP/ITB** when answering questions and item details. Provide point-by-point responses to all sections in a clear, concise manner and in the order they were requested.
- \_\_\_6 **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Make sure all items have a response, even if it is a 'n/a'. Don't assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. Proposal submissions are evaluated based solely on the information and materials provided in your response.
- \_\_\_7 **Use the forms provided**, e.g. cover page, cost proposal form, standard forms, registration, etc. Make sure to include all required forms (in the proper order) with your submission. You do not need to send a copy of the bid itself with your response.
- \_\_\_8 **Supplier registration.** Supplier registration includes both information needed by the City and affidavits/information required by the State of Georgia. The City cannot award a bid to a supplier with incomplete registration. Registration is now done online and you can check to see if your profile is compliant (has both EV affidavit and W9) by logging in with your user-id and password. Even if you are not providing labor and do not need an E-Verify number, you will need to note the appropriate reason and sign.
- \_\_\_9 **Check the City website for RFP/ITB addenda.** All addenda issued for the RFP/ITB are posted on the City's website under the associated bid posting. Do not assume that if you received an individual notification of the bid, you will receive all addenda. Notifications are a courtesy effort and the City cannot guarantee that an email notification will reach all of the intended recipients. Before submitting your response, check the website at [www.pembrokega.net](http://www.pembrokega.net) (select 'Resources', then 'Bid Opportunities') to confirm if any addenda were issued for the RFP/ITB. If so, you must acknowledge each addendum on the Response document.
- \_\_\_10 **Review and read the RFP/ITB document again** to make sure that you have addressed all requirements. Once the bid deadline has been met, you will be unable to make changes to your response. Your original response and the requested copies must be identical and complete. The copies are provided to the evaluation committee members and will be used to rank your response.
- \_\_\_11 **'Package' your response in the recommended order** of section 1.4. When response submittals are packaged in the same manner, evaluators are able to review them in a more timely, thorough and equitable manner.
- \_\_\_12 **Submit your response on time.** Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late submissions will not be accepted.

*This checklist is provided for assistance only and does not need to be submitted with the Supplier's Response.*





### SUBCONTRACTOR (*E-VERIFY*) AFFIDAVIT AND AGREEMENT

BY: Authorized Officer or Agent

Printed Name

Date

Company / Sub Contractor Name

Title of Authorized Officer or Agent of Sub Contractor

While the City requests a signed affidavit from every supplier, only those that provide labor or services that could amount to \$2,500 or more to the City (item D above) MUST supply the actual E-Verify number issued by Homeland Security and have this affidavit notarized.

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### NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:

**COMES NOW** before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (Contractor) on behalf of \_\_\_\_\_

(Public Employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-contractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

**EEV / (E-Verify # issued by Homeland Security IF checked above)**

Sworn to and subscribed before me

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

Notary Public \_\_\_\_\_

My commission expires: \_\_\_\_\_

\* 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. 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).



### SUB-SUBCONTRACTOR (*E-VERIFY*) AFFIDAVIT AND AGREEMENT

BY: Authorized Officer or Agent

Printed Name

Date

Company / Sub Contractor Name

Title of Authorized Officer or Agent of Sub Contractor

While the City requests a signed affidavit from every supplier, only those that provide labor or services that could amount to \$2,500 or more to the City (item D above) MUST supply the actual E-Verify number issued by Homeland Security and have this affidavit notarized.

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### NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:

**COMES NOW** before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (Subcontractor or Sub-subcontractor with whom subcontractor has privity of contract) and \_\_\_\_\_ Contractor) on behalf of \_\_\_\_\_ (Public Employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (Subcontractor or Sub-subcontractor with whom subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (Subcontractor or Sub-subcontractor with whom the subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

**EEV / (E-Verify # issued by Homeland Security IF checked above)**

Sworn to and subscribed before me

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

Notary Public \_\_\_\_\_

My commission expires: \_\_\_\_\_

\* 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. 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).