



## **City of Dublin, Georgia**

### **Request for Proposals for**

### **Consulting Services for Disaster Recovery and FEMA Public Assistance**

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**RFP #:** 24-1118-01

**Issue Date:** November 18, 2024

**Issued By:** City of Dublin  
Office of City Manager  
100 S. Church St.  
Dublin, GA 31021

**Inquiries:** Josh Powell, City Manager  
City of Dublin  
[powellj@dublinga.org](mailto:powellj@dublinga.org)

**Proposals Due:** December 18, 2024, by 2PM  
**Bid Opening:** December 18, 2024 @ 2PM

## CITY OF DUBLIN, GEORGIA

### SECTION 1.

#### A. PURPOSE

The **City of Dublin**, Georgia, located 45 miles southeast of Macon, off Interstate 16, is seeking Competitive Sealed Proposals from qualified organizations to provide Professional Consulting Services for Disaster Recovery and FEMA Public Assistance in accordance with the specifications and conditions contained in the RFP. This RFP has been compiled for the purpose of providing information, requirements, guidelines, specifications, and other data that can be used by Proposers who wish to submit a proposal for consideration.

It is the intent to enter into a pre-event contract, which would result in no immediate cost to the City of Dublin, GA. The Contractor shall provide all materials and services necessary in the performance of this bid. The City of Dublin does not guarantee a minimum value for this contract.

For questions regarding this RFP must be submitted in writing via email to:

Josh Powell, City Manager

[powellj@dublinga.org](mailto:powellj@dublinga.org)

No later than Friday December 6, 2024, by 10AM

#### B. SCHEDULE INFORMATION

This RFP has been issued on Friday November 18, 2024. All Firms interested in submitting a proposal **MUST SUBMIT all addendums if applicable with their proposal**. There will not be a pre-bid conference. It is the proposer's responsibility to track this bid process. All documents including any addendums will be posted on the City of Dublin's website at [www.cityofdublin.org](http://www.cityofdublin.org), under bid opportunities, Consulting Services for Disaster Recovery and FEMA Public Assistance.

1. Proposals shall be submitted by the RFP Submittal Deadline December 18, 2024, by 2PM.
2. All questions regarding this solicitation must be submitted in writing via the provided email. Questions will be answered by issuance of an addendum and posted on the City website at: [www.cityofdublin.org](http://www.cityofdublin.org). The last day for questions is Friday December 6, 2024, by 10AM.
3. Contact with other departments or City representatives without permission may render your proposal void.
4. The Proposer shall submit the proposal no later than December 18, 2024, by 2PM EST at which time all proposals will be opened. Proposals received later than the deadline will not be considered.
5. Prices and quotations included in the proposal shall remain firm for not less than one hundred twenty (120) calendar days from proposal deadline stated above.

6. The City shall not be liable for any costs associated with the preparation of responses to this solicitation; therefore, all costs shall be borne by the proposer.
7. There will not be a pre-proposal conference. All prospective proposers should review the RFP document and all attachments and submit all questions and/or requests for additional information by the deadline of December 6, 2024, by 10AM EST.
8. It is the intent and purpose of the City that this solicitation promotes competition. It shall be the Proposer's responsibility to advise Josh Powell, City Manager, in writing, via email at [powellj@dublinga.org](mailto:powellj@dublinga.org), or 100 S. Church St., Dublin, GA 31021, if any language or requirements, or any combination thereof, inadvertently restricts or limits this solicitation to a single source. Such notification shall be submitted in writing and must be received by the City Manager at least five calendar (5) days prior to proposal receipt date. A review of such notification shall be made by the City Manager.
9. Prior to submitting a proposal, each Proposer shall carefully examine the RFP document, study and thoroughly familiarize himself/herself with the specifications/requirements of the RFP and the Contract Documents and notify the City of any conflicts, errors, or discrepancies.
10. By submission of a proposal, the Proposer guarantees that all goods and services meet the requirements of the RFP during the contract period.
11. Failure to submit all the required information may be determined as a non-responsive proposal.
12. Any Proposer may withdraw its proposal prior to the closing time for the receipt of proposals. Correction or withdrawal of inadvertently erroneous proposals before or after the opening date, or cancellation of awards or contracts based on such mistakes, may be permitted subject to the following:
  - 1) Mistakes discovered by the Proposer before proposal opening may be corrected by modification or withdrawal and resubmission by submitting written notice to the City Manager's Office prior to the time set for proposal opening.
  - 2) After proposal opening, no changes in prices or other provisions of proposals, which are prejudicial to the interest of the City, shall be permitted.
  - 3) Except as otherwise allowed by law, all decisions to permit the correction or withdrawal of proposals, or to cancel awards, or contracts, after award but prior to performance shall be supported by a written determination made by the City Manager's Office

## FACT SHEET

<b>Title of RFP:</b>	<b>Consulting Services for Disaster Recovery and FEMA Public Assistance</b>
<b>Date of Issue:</b>	<b>Friday November 18, 2024</b>
<b>Last day to submit questions:</b>	<b>December 6, 2024, by 10AM</b>
<b>Date of final answers:</b>	<b>December 11, 2024, by 10AM</b>
<b>Proposal due date:</b>	<b>December 18, 2024, by 2PM</b>
<b>Copies of proposal required:</b>	<b>1 original, 5 copies plus 1 digital copy</b>
<b>Proposal opening date:</b>	<b>December 18, 2024 @ 2PM</b>
<b>Proposal submission location:</b>	<b>Dublin City Hall, Office of the City Manager</b>
<b>Proposal opening location:</b>	<b>Dublin City Hall, Office of the City Manager</b>
<b>Project name:</b>	<b>Consulting Services for Disaster Recovery and FEMA Public Assistance</b>
<b>Site location/Size:</b>	<b>Dublin, GA</b>
<b>Funding source:</b>	<b>City of Dublin – FEMA Reimbursement</b>
<b>Firm selection schedule:</b>	<b>January 2, 2025</b>

### C. INSTRUCTIONS FOR PROPOSALS

Written responses to all written inquiries received by 10AM EST, December 6, 2024, will be posted on the City’s website at [www.cityofdublin.org](http://www.cityofdublin.org) under bid opportunities, Consulting Services for Disaster Recovery and FEMA Public Assistance, as an addendum. It is the proposer’s responsibility to follow this bid process so that they will be aware of all addenda being posted prior to bid opening. Acknowledgement of all addenda is required. **No City staff or other officials associated with this RFP should be contacted regarding this RFP other than the City Official named below. Doing so may result in disqualification.**

All inquiries regarding this RFP **Must** be in writing via email and addressed to:

Josh Powell, City Manager  
[powellj@dublinga.org](mailto:powellj@dublinga.org)

An original, five (5) copies and one (1) digital copy of this RFP are to be submitted to:

Josh Powell,  
 Dublin City Manager  
 100 S. Church St.  
 Dublin, Georgia 31021

Proposals **must** be submitted no later than **2PM EST, December 18, 2024**. Proposals must be received in a sealed envelope or container marked “RFP #24-1118-01 – Competitive Sealed Proposals for “Consulting Services for Disaster Recovery and FEMA Public Assistance”. Place the Project name and opening date on the submitting envelope or container.

No proposal will be received or accepted after the above specified date and time of the proposal opening. Proposals submitted after the designated date and time will be deemed invalid and returned unopened to the proponent

1. All proposals shall be complete and carefully worded and must convey all of the information requested by the City. If significant errors are found in the proposal, or if the proposal fails to conform to the essential requirements of the RFP, the City and the City alone will determine whether the variance is sufficient to warrant rejection of the proposal.
2. Proposals are to be prepared simply and, in a manner, designed to provide the City with a straightforward presentation of the Proposer's capability to satisfy the requirements of this RFP. The Proposer's proposal must, therefore, follow the RFP format, utilizing the same section titles, schedules, and paragraphs.
3. The Proposer must clearly mark as "Confidential" each part of its proposal which it believes contains proprietary information, which could be exempt from disclosure from the Privacy Act of 1974. The City reserves the right to determine whether this information should be exempt from disclosure, and the Proposer agrees by submitting its proposal that no claim or legal action may be brought against the City or its agents for its determination in this regard.
4. The Proposer shall make its proposal in the official name of the entity or individual under which business is conducted (showing an official business address).
5. The Proposer shall include on the proposal the Federal Employer Identification Number (FEIN) and DUNS number of the entity issuing the proposal (or in the absence of a FEIN and DUNS number, the Social Security Number of the individual issuing the proposal).
6. The Proposer shall include all applicable requested information and is encouraged to include any additional information the Proposer wishes to be considered. If the proposal includes any comments over and above the specific information requested in our RFP, the Proposer shall include this information as a separate appendix to the proposal.
7. The Proposer shall clearly write in ink or type-write all prices and quotations.
8. A person duly authorized to legally bind the Proposer shall execute all required documents in ink.
9. Each copy of the proposal should be bound into a single volume where practical.
10. This RFP may result in additional negotiations. To maintain the integrity of the procurement process, all contacts and discussions shall be directed to the City Manager's Office.
11. Comments or discussions by City personnel relative to this solicitation shall not be binding on the City.
12. All supplementary documents and attachments are essential parts of this RFP and requirements occurring in one are as binding as though occurring in all.
13. Each Proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work contemplated under this RFP. The failure or omission of a Proposer to acquaint itself with existing conditions shall in no way relieve the Proposer of any obligation with respect to this RFP or any agreement reached with the City.

## **D. EVALUATION AND AWARD CRITERIA**

### **1. EVALUATION TEAM**

An internal Evaluation Team will conduct proposal evaluations.

### **2. AWARD CRITERIA**

The Evaluation Team shall evaluate each of the Proposals using the criteria and applying the percentages as set forth in the percentages below. The City reserves the right to request Proposers to appear for an additional presentation followed by a question-and-answer period, in order to further evaluate qualifications. The additional presentations, if any, will be scored and combined with prior scoring to determine the successful Proposer. The City is not obligated to accept the lowest cost proposal. The City may also award to other than the highest ranked proposer if the price submitted by that proposer is more than the budget available for the project. If made, the award will go to the Proposer providing the most responsive, responsible proposal that provides the best overall value and service to the City. As further outlined below, the award, if any, will take into consideration several factors, including the soundness and flexibility of the proposal, functional capability, quality of performance, quality of service, the time specified in the proposal for the performance, ability to provide support, overall cost, and the Proposer's references. Prior to award, the City may conduct such further discussions and negotiations as contemplated by and allowed for under the City's Procurement Policy Guidelines. The City shall have the authority to reject all bids, parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed contract, when the public interest will be served thereby. The internal Evaluation Team will make their recommendation to the City Council.

1. Past performance on similar projects in terms of quality of work, cost control, and compliance with performance schedules. Document by references and other means. 30%
2. Firm qualifications and experience 20%
3. Project Approach - understanding of the work to be performed 20%
4. Price proposal / Fee Schedule 20%
5. Technical approach – quality of package (requested information provided, presentation, etc.) 10%

Total possible cumulative percentage is 100%

Proposals shall be considered only from Proposers who are regularly established in the business called for, and who in the judgment of the City are financially responsible and able to demonstrate sufficient evidence of their reliability, ability, experience, facility and personnel directly employed or supervised by the Proposer. The proposer must be able to render prompt and satisfactory service in the volume called for under the award. The City may make such an investigation, as it deems necessary to determine the ability of the Proposer to perform the work. Proposer shall furnish to the City all such information and data as the City may request, including, if requested, a detailed description of the method and program of the work which the Proposer proposes to perform. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the City that such Proposer is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional proposals will not be accepted.

### **3. AWARD OF CONTRACT**

If awarded, the Notice of Award will be posted on the City's website at: [www.cityofdublin.org](http://www.cityofdublin.org). The award shall be made to the responsive, responsible Proposer whose proposal is determined to be the most advantageous to the City based on the criteria discussed herein.

If awarded, the Agreement will be awarded to the responsible and responsive Proposer whose proposal is determined in writing to be in the best interest of the City. The City will be the sole judge as to whether a proposal has or has not satisfactorily met the requirements of this RFP. The agreement between the City and the successful Proposer will incorporate this entire solicitation, all applicable amendments, and the successful Proposer's proposal.

## **E. CONTRACT MATTERS**

### **1. EXECUTION OF AGREEMENT.**

The Successful Proposer shall sign and deliver the Agreement and such other required Contract Documents to the City within ten (10) Calendar Days after the Notice of Award has been received by the Proposer.

### **2. DELIVERY OF CERTIFICATES OF INSURANCE AND BONDS**

When the Successful Proposer delivers the executed Agreement to the City, the Successful Proposer shall also deliver to the City such Payment Bonds, Performance Bonds, and Certificates of Insurance as may be required.

### **3. CHANGE ORDERS**

All change orders must be authorized in writing by the City Manager. The City shall not be bound to any change in the original purchase order or contract without prior written approval of the City Manager or City Council

### **4. SUBCONTRACTS**

The proposer shall not subcontract work hereunder without the prior written consent of the City, and any such subcontract without the consent of the City shall be null and void. If Proposer proposes to subcontract any of the work hereunder, it shall submit to the City the name of each proposed subcontractor, with the proposed scope of work which its subcontractor is to undertake. The City shall have the right to reject any subcontractor which it considers unable or unsuitable to satisfactorily perform its duties. The proposer shall not enter into any cost reimbursable agreements with any proposed subcontractor without the City's prior written authorization. Notwithstanding any consent by the City to a proposed subcontract, Proposer shall remain responsible for all subcontracted work and services. Proposer agrees it shall be as fully responsible to the City for the acts and omission of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Proposer. Neither this provision, nor the City's authorization of Proposer's agreement with a subcontractor, the City's inspection of a subcontractor's facilities or work, or any other action taken by the City in relation to a subcontractor shall create any contractual relationship between any subcontractor and the City. The proposer shall include in each of its subcontracts a provision embodying the substance of this provision and shall present a copy thereof to the City before commencement of any work by the subcontractor. Proposer's violation of this provision shall be grounds for the City's termination of any agreement with Proposer for default, without notice or opportunity for cure. In addition, by submitting a response to this RFP, Proposer agrees to indemnify, defend, and hold the City harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor of Proposer (of any tier) for compensation, damages, or otherwise, including any cost incurred by the City to investigate, defend, or settle any such claim.

## **F. GENERAL INFORMATION**

1. The successful proposer shall take affirmative action in complying with all federal, state and local labor and employment laws.
2. Proposals that are uncertain as to terms, delivery, compliance requirements, and/or specifications, may be rejected or otherwise disregarded.
3. Every effort has been made to ensure that all information needed is included in this RFP. If the Proposer finds that it cannot complete its response without additional information, it may submit written questions to the issuing office on or before the deadline set forth herein. No further questions will be accepted after that date.
4. Oral explanations and/or instructions given before the award shall not be binding on the City. Any information given to a prospective Proposer about this solicitation shall be promptly furnished to other prospective Proposers as an amendment, provided that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Proposers.
5. All amendments to and interpretations of this solicitation shall be in writing and signed by an authorized representative of the City. Any amendments or interpretations that are not signed and in writing shall not legally bind the City or its agents. It is the Proposer's responsibility to acknowledge receipt of amendments by signing and returning one (1) copy of the amendment by letter, email (with signed amendment scanned and attached in PDF), to the City Manager ([powellj@dublinga.org](mailto:powellj@dublinga.org))

## **F. INSURANCE REQUIREMENTS**

To contract with the City of Dublin City Council, suppliers/contractors providing professional, technical and/or construction services are required to provide acceptable proof of insurance coverage. Acceptable proofs of insurance: (i) a Certificate of Insurance with Additional Insured Endorsement (a Certificate of Insurance by itself is not acceptable) or (ii) Declaration Pages of the insurance policies listed below which show the City of Dublin City Council as additional insured. The insurance company must be authorized to provide insurance in the State of Georgia.

Required Insurance Policies and Endorsements:

- Commercial General Liability of at least **\$1,000,000** for bodily injury and property damage with the City of Dublin City Council as additional insured.
- Automobile/Vehicle Liability of at least **\$500,000** each occurrence for bodily injury and property damage covering owned, non-owned, leased and hired autos/vehicles, with the City of Dublin City Council as additional insured.
- Worker's Compensation in the statutory limits of Georgia and Employers' Liability with limits of liability of no less than **\$100,000** of each accident/disease. These policies must also contain a waiver of subrogation in favor of the City of Dublin City Council.
- All insurance policies must provide that the City of Dublin City Council will be notified within 30 days of any changes, restrictions and/or cancellation.
- If applicable, Professional Liability in addition to the above requirements, of at least \$1,000,000 each claim.

## **G. SUBMITTAL REQUIREMENTS**

1. Name, address, telephone number, email address of company.
2. List of current stockholders, officers or principals of the company and a current



- organizational chart for the company.
3. List the contract completion dates of at least two similar projects
  4. Submit a list of current work-in-progress with contract amounts and a list of work currently awarded but not yet started.
  5. Submit information describing the company's safety program and substance abuse program.
  6. Submit information describing your company's quality control program.
  7. Describe how your company will provide job site security.
  8. Submit a sample contract for the performance of the work outlined in this RFP.

## **H. RESERVED RIGHTS**

Issuance of this RFP does not constitute a commitment on the part of the City of Dublin to award a contract pursuant to this RFP.

1. The City shall reserve the unqualified right to reject any and all proposals or accept such proposals, as appears in the City's best interest.
2. The City shall reserve the unqualified right to waive technicalities or irregularities of any kind in response to this RFP.
3. In all cases, the City shall be the sole judge as to whether a Proposer's proposal has or has not satisfactorily met the requirements of this RFP.
4. The City may reject any proposal that fails to conform to the essential requirements of this RFP.
5. The City may reject any proposal that does not conform to the applicable specifications unless the RFP authorizes the submission of alternate proposals, and the services offered as alternates meet the requirements specified in the RFP.
6. The City may reject any proposal that fails to conform to any delivery schedule or permissible alternates stated in the RFP.
7. The City may reject a proposal when the Proposer imposes conditions that would modify requirements of this RFP or limit the Proposer's liability to the City, since to allow the Proposer to impose such conditions would be prejudicial to other Proposers. For example, the City may reject proposals in which the Proposer:
  - I. Protects against future changes in conditions, such as increased costs, if total possible costs to the City cannot be determined;
  - II. Fails to state a fee schedule, if one is required.
  - III. A Proposer may be requested to delete objectionable conditions from a proposal provided the conditions do not go to the substance, as distinguished from the form of the proposal, or work an injustice on other Proposers. A condition goes to the substance of a proposal where it affects price, quality, or delivery of the services offered.
  - IV. Any proposal may be rejected if the City Manager's Office determines in writing that it is unreasonable as to price. The unreasonableness of price includes not only the total price of the proposal, but the prices for any individual line items as well.
  - V. Any proposal may be rejected if the prices for any line items or sub-line items are materially unbalanced.

- VI. Proposals received from any person or company that are suspended, debarred, proposed for debarment or declared ineligible as of the proposal opening date shall be rejected unless a compelling reason is given, and a determination otherwise is made.
- VII. The City Manager's Office must reject Proposals received from entities determined to be non-responsible.
- VIII. The originals of all rejected Proposals, and any written findings with respect to such rejections, shall be preserved with the documents relating to the RFP.
- IX. After submitting a proposal, if all of a Proposer's assets, or that part related to the proposal are transferred during the period between the proposal opening and the award, the transferee may not be able to take over the proposal. Accordingly, the City Manager's Office may reject such a proposal.

### **I. OWNER QUESTIONS**

Any vendor that submits a proposal may be requested to provide additional information to the City. Such information is only for the purpose of clarification and in no way changes the vendor's proposal as originally submitted. The City reserves the right to ask any or all vendors to clarify any portion of their proposals after submission.

### **J. COSTS OF PROPOSALS**

The City is not responsible or liable for any of the costs incurred by any vendor in preparing and/or submitting a proposal pursuant to this RFP.

### **K. EQUAL OPPORTUNITY**

The City prohibits discrimination on the basis of race, color, gender, religion, national origin, or disability in connection with employment of any person, or the award of any contract with the corporation. The successful Proposer, if any, must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any approved subletting or subcontracting by the Proposer subjects subcontractors to the same provision. The Proposer agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

### **L. ACCESS TO PUBLIC RECORDS ACT NOTICE**

Each Proposer should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification as to why such materials, upon request, should not be disclosed.

### **M. GENERAL CONDITIONS**

Upon submission of a bid, the bidder hereby certifies on behalf of his company or organization that:

1. This proposal is genuine and not made in the interest of, or on behalf of, an undisclosed person, firm or corporation.
2. This proposal is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.

3. The Proposer has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid.
4. The Proposer has not solicited or induced any person, firm or corporation to refrain from bidding.
5. The Proposer has not sought by collusion to obtain for itself any advantages over any other bidder or over the City of Dublin.

#### **N. DRUG FREE WORKPLACE**

The City of Dublin is a drug free workplace and contractors are to abide by the Federal Drug Free Workplace Act of 1988 41 U.S Code § 8102.

If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Certification: If Contractor is an entity other than an individual, it hereby certifies that:

- i. A drug-free workplace will be provided for the Contractor's employees during the performance of this contract; and
- ii. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3."

#### **O. INDEMINIFACATION**

The Proposer shall indemnify, defend, and hold harmless the City, its employees, council members, agents, attorneys, and officers from and against all losses, damages, claims, actions and causes of action, and all expenses, including, but not limited to, attorney's fees and costs, incidental to such losses, damages, claims, actions or causes of action related to Proposer's work stemming from or related to this RFP and all agreements arising therefrom. This obligation includes any losses, damages, claims, actions or causes of action of Proposer. This provision applies to, without limitation, liability resulting from (1) injury to or death of any person, (2) damage to real or personal property, (3) economic loss, and (4) any such other losses, damages, or claims related to the acts or omissions of Proposer or anyone acting under its direction or control or on its behalf. The provision applies regardless of the negligence of the City or its employees, be it active or passive, except where such loss, cost, damage, claim, expense, or liability arises from the sole gross negligence or willful misconduct of the City. Upon request of the City, Proposer shall, at no cost or expense to the City, defend any suit asserting a claim for any loss, damage, or liability specified above, and Proposer shall pay any costs and attorney's fees that may be incurred by the City in connection with any such claim or suit or in enforcing the provisions of this paragraph.

#### **P. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT: E-VERIFY AND SAVE PROGRAM**

The City of Dublin participates in the Georgia Security and Immigration Compliance Act with regard to Contractors and Subcontractors. The Act is explained in detail in this document.

***Additionally, there are three documents included that must be completed and returned to the City of Dublin with your bid package, as applicable.*** These are:

1. Contractor Affidavit and Agreement
2. Subcontractor Affidavit – if applicable
3. Sub-subcontractor Affidavit – if applicable

Failure to return the completed documents, if required, shall result in disqualification of the bid in its entirety

The undersigned Proposer has read and understands the provisions contained herein and agrees to be bound by same. Please sign below to acknowledge you have read and understand the RFP requirements.

PROPOSER

\_\_\_\_\_  
Name of Firm

By: \_\_\_\_\_

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

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

# Consulting Services for Disaster Recovery and FEMA Public Assistance

## STATEMENT OF ASSURANCE, COMPLIANCE, AND NON-COLLUSION

(STATE OF GEORGIA)  
(CITY OF DUBLIN)

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) The undersigned, as Proposer, certifies that every provision of this proposal has been read and understood.
- (2) The Proposer hereby provides the following representations and assurances:
  - (a) The Proposer represents that it has familiarized itself with and assumes full responsibility for having familiarized itself with the nature and extent of this RFP, the Work, the locality, local conditions, state, and local laws, ordinances, rules and regulations, as well as all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications; all as may be applicable to the Project and the Work or that may in any manner affect performance of the Work, including, those requirements, terms, and conditions contained within Section 3 (the "Proposal Form") of this RFP. The Proposer further represents that it has correlated its Proposal with the requirements of this RFP; and
  - (b) The Proposer shall comply with all requirements, stipulations, terms and conditions as stated in this RFP; and
  - (c) The Proposer currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this RFP; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this RFP; and
  - (d) The Proposer has not colluded with other Proposers possibly interested in this RFP in arriving at or determining prices and conditions to be submitted; and
  - (e) No person associated with Proposer's firm is an employee of the City. Should Proposer, or Proposer's firm have any currently existing agreements with the City, Proposer must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
  - (f) Such agent as indicated below, is officially authorized to represent the firm in whose name the proposal is submitted.

\_\_\_\_\_  
NAME OF FIRM

By: \_\_\_\_\_ Print Name: \_\_\_\_\_

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

### SECTION 2.

## **INTRODUCTION**

The City request proposals for assistance to support the City's Disaster Recovery operations and FEMA Public Assistance preparation to expedite financial recovery and mitigation to minimize impacts from future disasters. This will include, but not limited to, reporting, and other consulting services associated with damages sustained as a result of any future disasters that may arise. The selected consultant shall possess demonstrated experience in disaster recovery programs, and have extensive knowledge and expertise in the operations of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program, Hazard Mitigation Program (HMP), and other federal and state programs to ensure full compliance with all applicable federal, state, and local laws, regulations, executive orders and FEMA requirements.

**The executed contract will meet all rules for Federal grants, as provided for in Title 44 Code of Federal Regulations and 2CFR 200.317 through 200.236 and Appendix II.**

## **SCOPE OF SERVICES**

The Services to be provided are expected to include, but not limited to the following:

### **FEMA Public Assistance Advisory Services:**

Provide assistance to the City with regard to disaster recovery efforts and compliance with applicable local, State, and Federal laws, regulations, executive orders, and FEMA requirements.

Provide guidance in recovering reimbursement for the repair/replacement of the loss of critical infrastructure.

Collaborate with City staff and others, as needed, on project formulation, including damage assessments, information gathering, project development, preparation of project worksheets, to the Federal Emergency Management Agency (FEMA).

Attend all meetings with FEMA, state and insurance representatives, as well as, participate regularly with the City's designated FEMA workgroup. The awarded Firm will attend in-person meetings as required.

Identify and communicate risks within the City's operation that could preclude its ability to optimize reimbursement.

Assist with the management of /FEMA-administered and/or other Federal or State grants.

Assist the City in establishing pragmatic document control, establishing a file retention system and data management processes to ensure disaster records are complete and ready for audit.

Generate project extension requests and amendments when necessary, and any other reports or documents to ensure grant reimbursement eligibility is not de-obligated.

Provide engineering, planning and permitting as required as a result of damages from disasters within the City of Dublin

- A cost proposal will be required for any and all projects as they are identified.

Develop and execute a process/system for the City, from inception through the project closeout, to prepare and submit its disaster recovery program; this is to include documentation, procurement, contracts, payroll, and grant submission support.

Develop and execute processes for obtaining, analyzing and gathering field documentation; including, but not limited to, records related to procured goods and services, timekeeping, and force account labor and equipment; this should include processes for disaster debris monitoring services.

Develop improved and/or alternate project requests for FEMA and/or other Federal or State grants. Develop Hazard Mitigation Strategies and Proposals, as appropriate. Assist with the submission of first and second appeals to FEMA, as appropriate.

Possess the expertise to assist in the preparation of accurate PA emergency and permanent work project estimates including but not limited to cost estimating, developing detailed damage descriptions and dimensions, scope of work, and accurate force account labor and equipment summary reports.

Coordinate and interface with engineering and design efforts for repair and/or construction of damaged facilities and infrastructure that will comply with FEMA eligibility and cost reasonableness determinations. Provide oversight of repair/construction efforts to ensure work complies with applicable Project Worksheets and related FEMA Public Assistance grant requirements and guidelines.

### **Financial Payroll and Grant Management**

Ensure City disaster recovery and restoration processes comply with laws, regulations and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement.

Possess the expertise to assist in all disaster-recovery financial reimbursement and reporting processes required by FEMA, State or other agency. Ensure there are no duplications of submission if varying agencies are involved.

Possess the expertise to assist the City through FEMA, State (or other agency) guidelines to capture force account labor eligible expenses accurately for timesheets and project cost accounting. Assist in the review of City personnel policies to ensure compliance for eligible cost reimbursement.

Possess the expertise to assist the City through federal, state (or other agency) guidelines to ensure the capture of relevant data related to procured goods and services. Provide oversight of contractor's billing to ensure all costs eligible for disaster grant funding are documented and claimed.

Perform interval review and reconciliation of actual project spending to ensure project costs are accurately captured.

### **Procurement and Contract Management/Monitoring Support**

Ensure City disaster recovery and restoration procurement processes comply with laws, regulations and guidelines as required by federal, state or other agencies.

Possess the expertise to assist in the review of City Purchasing policies to ensure compliance for eligible cost reimbursement.

Develop processes for ensuring compliance related to contract monitoring and contract close-out as required by federal, state, or other agencies.

Ensure City documentation is sufficient to respond to audits and reviews.

### **Information Technology & Data Management**

Possess the expertise to assist City staff in the development of IT solutions that support the management and implementation of disaster recovery programs.

Develop processes for the City to properly collect data and document information as necessary to optimize compliance with federal, state, or other agencies.

Ensure City documentation is sufficient to respond to audits and reviews.

### **Insurance and Other Funding Support**

Review and understand the City's insurance coverage in order to ensure the City's disaster recovery and restoration processes comply with laws, regulations and guidelines as required by federal, state, or other agencies.

Develop process to assist the City in routing eligible expenses correctly, including insurance coverage guidelines.

Possess the expertise to assist the City with identifying other disaster recovery funding opportunities, including Community Development Block Grant Disaster Recovery programs. Ensure there are no duplications of funding or submissions if varying agencies are involved.

### **Hazard Mitigation Support**

Provide expertise in identifying, developing and evaluating opportunities for the development of hazard mitigation programs to reduce or eliminate risk from future events.

Possess the expertise to assist the City in preparing relevant documentation and analysis related to hazard mitigation grant programs.

Ensure City hazard mitigation programs comply with laws, regulations and guidelines as required by federal, state or other agencies.

### **Emergency Management Support Services**



Provide expertise related to post-disaster recovery continuity of operations, training, development of teams, monitoring, review and test of plans related to future events.

**CFR 200 Compliance Language – Procurements**

While assisting the City with project procurements or in the event the vendor must procure additional resources post-contract award, the awarded Proposer will strictly adhere to 2 CFR 200 procurement rules. This includes adhering to the strictest provisions of Federal, State, and Local Procurement Rules, Regulations and/or Ordinances, etc.

**Vendor Billing**

The winning vendor will be engaged in direct project work; therefore, indirect billing is not anticipated and must be pre-approved by the City. All direct project costs will be concisely billed to specific project codes established by the City. Vendor invoices will be categorized by: project code and must include:

- Name
- Position
- Billing Rate
- Total Hours
- Costs
- Project
- Sub-task

**Term of Contract**

The proposed stand-by contract will be for one (1) year with the option to renew for four (4) consecutive one (1) year periods, under the same terms and conditions.

Should a contract renewal be desired, written request for said renewal shall be submitted in writing by at least forty-five (45) days prior to the end of the current contract period. Should the contractor wish to request an increase in cost, it will be the contractor’s responsibility to submit a written request for such contract adjustments within ten (10) days after receipt of the City’s contract renewal notice to the City Manager’s Office for approval.

If approved, any change in the contract cost will be effective in an amount equivalent to the percentage increase for the previous calendar year (Jan – Dec), using the Consumer Price Index (CPI-U, South Region, All Items), as published by the U. S. Department of Labor, Bureau of Labor Statistics.

**Suspension and Debarment**

This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. The contractor 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 transaction it enters into.

This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor 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, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Sub-Contractors:**

If the Consultant elects to sub-contract with any firm for any portion of the work, the Consultant shall be responsible for all work performed by any sub-contract and the Consultant shall not be relieved of any obligations under this Contract.

Each Respondent shall submit a list of proposed subcontractors to be used if awarded the contract, see Page # 20 under Section 3, D Subcontractors.

Each Respondent must provide a list of Sub-Contractors, Qualifications and Experience, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the City's request, provide all internal subcontractor documentation for federal reimbursement review.

If no sub-contractors are proposed, so state there on.

At any time, the City may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the City, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

**SECTION 3.**

**PROPOSAL FORM**

Name of Firm: \_\_\_\_\_

To: City of Dublin, GA

**Re: CONSULTING SERVICES FOR DISASTER RECOVERY AND FEMA PUBLIC ASSISTANCE**

Pursuant to this RFP, including all accompanying and referenced documents, the undersigned submits the following:

A description of corporate qualifications and relevant experience of the undersigned, including, without limitation, a thorough summary of the undersigned’s qualifications to perform the work required, the general qualifications and technical competency of the individuals in the firm, the specific qualifications and technical competency of the individuals to be involved in the project. List all certifications and the number of staff certified in each area. Include the name and experience of the City Manager, and a comprehensive list of similar projects he/she has completed in the past ten (10) years, to include the name and telephone number of the undersigned’s contact persons for such projects. **Attach as Schedule A: Qualifications**

A detailed description of the general experience of the firm and examples of specific experience on projects of similar scope. Describe what differentiates your company and proposal from your competitors. Questions and References detailed in Section 5 will be applicable to this Experience section for the Evaluation Criteria. **Attach as Schedule B: Experience**

A detailed description of how the project is to be approached and completed. Address all items requested in the Scope of Services section. **Attach as Schedule C: Project Approach**

The name, experience, qualifications, and percentage of work to be performed by any subcontractors who shall receive any subcontract. Include copies of all subcontractor licenses and certificates; explanation of method and reason for selection; subcontractor compensation; and subcontractor billing rate. **Attach as Schedule D: Subcontractors**

Due to the scope of this project, compensation shall be based on the selected firm’s rate schedule. Respondents are requested to provide a rate schedule with their proposal, which may be marked “CONFIDENTIAL”, and will not be subject to disclosure as part of the public record. **Attach as Schedule E: Compensation**

Cost Center Tracking: The services provided under this contract should be eligible for reimbursement as a direct administrative cost (reference Disaster Assistance Policy DAP9525.9, Section 324 Management Costs and Direct Administrative Costs and Recovery Policy 9525.14, Grantee Administrative Costs). To maximize The City’s ability to recover the cost of services provided under this contract, the Firm shall track time on a project-by-project basis. Invoices

submitted to the City for payment must reflect this project-by-project breakdown and must provide sufficient backup documentation to ensure reimbursement eligibility. **Attach as Schedule F: Sample of project-by-project breakdown / sample invoice.**

Attach a statement that the undersigned will comply with the insurance requirements. **Attach as Schedule G: Insurance.**

Each individual Proposal shall be evaluated based on the requirements and specifications and all other portions of the Proposal documents and shall include all items necessary to perform the services, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of all obligations of the Agreement.

It is understood and agreed that if awarded, the party making the Proposal will execute and deliver to the City the Agreement, as well as certificates of insurance on or before the tenth (10th) day following receipt of the City's Notice to Proceed.

It is understood and agreed that should the party making the Proposal fail or refuse to return executed copies of the Agreement and required bonds and insurance certificates to the City within the time specified, the Proposal security shall be forfeited to the City.

The party making the proposal hereby certifies that it has all required licenses necessary to provide all services contemplated in this RFP; that such licenses will be in full force and effect throughout the duration of performance under the agreement; and that any and all subcontractors to be employed by the undersigned will have appropriate licenses.

It is understood and agreed that if requested by the City, the party making the Proposal shall furnish additional notarized financial statements, references, and other information required by the City sufficiently comprehensive to permit an appraisal of the party making the Proposal's ability to perform the Agreement.

The undersigned hereby warrants that all services shall be completed in a timely fashion pursuant to the Agreement. Time is of the essence.

The undersigned warrants that the required Non-Collusion Affidavit has been properly executed, notarized and is attached.

THE UNDERSIGNED hereby declares that all of the representations of this Proposal are made under penalty of perjury under the laws of the State of Georgia.

Name of Firm: \_\_\_\_\_

By: \_\_\_\_\_ Print Name: \_\_\_\_\_

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

Attest: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

### COMPANY INFORMATION

1. Firm: \_\_\_\_\_

2. Address: \_\_\_\_\_

3. Telephone: \_\_\_\_\_

4. Entity Type: Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

5. License Number/s: \_\_\_\_\_

Class: \_\_\_\_\_

License Holder: \_\_\_\_\_

6. Have you or any of your principals ever been licensed under a different name or different license number? \_\_\_\_\_

If yes, give name and license number:

\_\_\_\_\_

7. Attach Organizational Chart

8. Number of years in the industry: \_\_\_\_\_

9. Has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' association outside of the firm. \_\_\_\_\_

If Yes, give dates, names, and addresses of surety and details.

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

10. Have you or any of your principals been assessed damages for any services rendered in the past three (3) years? Response must include information pertaining to the principals' association outside of the firm. \_\_\_\_\_

If Yes, explain:

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11. Have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question or questions relating to services rendered during the past three (3) years? Response must include information pertaining to principals' association outside of the firm. \_\_\_\_\_

If Yes, explain:

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12. Have you or any of your principals ever failed to complete a contract in the last three (3) years? Response must include information pertaining to the principals' association outside of the firm. \_\_\_\_\_

If Yes, explain:

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13. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the City of Dublin? \_\_\_\_\_

If Yes, explain:

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14. Please attach a list of at least three (3) references where you had contracts of similar nature within the last three (3) years. Include their name, address, phone number, contact as well as original contract amount and type of contract.

15. Please attach resumes of person (s) who will serve under our contract and of the person that will be the City of Dublin's point of contact.

16. How many employees are in your company? \_\_\_\_\_

I certify and declare under penalty of perjury under the laws of the State of Georgia that the foregoing Information Required of the Firm making the Proposal provided by me herein is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Name of Entity: \_\_\_\_\_ By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Notary: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ Affix Seal

# GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT: E-VERIFY AND SAVE PROGRAM OVERVIEW

## **I. Federal Work Authorization Program Registration**

As of July 1, 2007, the Georgia Security and Immigration Compliance Act (GSICA) requires counties and other public employers, along with contractors and subcontractors doing business with public agencies, to register and participate in a federal work authorization program to verify work eligibility of all new employees.

*[OCGA § 13-10-91 (a)]*

**Registration/Access.** According to regulations of the Georgia Department of Labor, the applicable federal work authorization program is the “E-Verify Program” operated by the U.S. Citizenship and Immigration Services Bureau (USCIS) and the Department of Homeland Security (DHS). An employer’s participation in E-Verify is currently free to employers. Users can access the web-based program at <https://www.vis-dhs.com/EmployerRegistration>. To participate, an employer must register online and accept the electronic Memorandum of Understanding (MOU). If you need assistance in completing the registration process or need additional information relating to E-Verify, call the USCIS Verification Office toll free at 1-888-464-4218.

*[Georgia Department of Labor Rules, §§ 300-10-1-.01 and .02]*

**Certification of Registration and Participation.** Each county and other public employer must certify that it has registered and is participating in the E-Verify Program. For counties, certification is accomplished by transmitting a copy of all documents required for registration and participation including the required Memorandum of Understanding and the E-Verify Program ID number to the chairman/CEO/mayor of the county or consolidated government.

*[Georgia Department of Labor Rules, § 300-10-1-.04]*

**Monitoring New Employee Work Eligibility.** Each county and other public employer must designate an individual to monitor compliance with the employee eligibility verification requirements of the new law and maintain necessary records.

*[Georgia Department of Labor Rules, § 300-10-1-.05]*

## **II. Agreements Between Public Employers and Contractors/Subcontractors**

The GSICA also phases in a requirement that bars counties and other public employers from entering into agreements with contractors/subcontractors for the “physical performance of services” unless the contractor/subcontractor registers and participates in a federal work authorization program to verify work eligibility. Under GSICA, a subcontractor is defined to include subcontractors, contract employees, staffing agencies, or contractors.



*[OCGA § 13-10-91 (b)(1) and (2) and Georgia Department of Labor Rules, § 300-10-1-.02]*

**Phase-In Schedule.** The contracting requirements of the GSICA are to be implemented as follows:

- (a) Beginning July 1, 2007, public employers, contractors and subcontractors with 500 or more employees.
- (b) Beginning July 1, 2008, public employers, contractors and subcontractors with 100 or more employees.
- (c) Beginning July 1, 2009, all public employers, contractors and subcontractors.

*[OCGA § 13-10-91 (b)(3) and Georgia Department of Labor Rules, § 300-10-1-.02]*

**Evidence of Contractor/Subcontractor Compliance.** Each agreement between a public employer and a contractor/subcontractor for the physical performance of services will have to include a provision that compliance with OCGA § 13-10-91 is a condition of the contract. In addition, each contract must include a requirement that the contractor/subcontractor execute an affidavit verifying compliance with OCGA § 13-10-91. The affidavit must be in a form consistent with the sample affidavits included in the Georgia Department of Labor Rules.

*[Georgia Department of Labor Rules, §§ 300-10-1-.03 and .07]*

**Public Transportation Contracts.** The Georgia Department of Labor Rules apply generally to contracts between a public employer and a contractor/subcontractor. Exception: rules and forms related to agreements relating to “public transportation” are to be promulgated by GDOT.

*[OCGA § 13-10-91 (d)]*

### **III. Access to Federal, State and Local Benefits**

Counties and other public agencies must verify that a person who applies for federal, state or local benefits (as defined in 8 U.S.C. Sections 1611 and 1621) is lawfully within the United States by requiring the applicant to sign an affidavit specifying that he or she is a citizen, legal permanent resident, or a qualified alien or nonimmigrant.

*[OCGA § 50-36-1]*

**Verification.** For aliens seeking benefits that claim to be lawfully present in the U.S., eligibility for benefits must be determined through the Systematic Alien Verification of Entitlement (SAVE) program operated by the U.S. Citizenship and Immigration Services (USCIS) and Department of Homeland Security (DHS). To join the SAVE Program and acquire access to the VIS-CPS (Verification Information System (VIS), Customer Processing System (CPS)) to perform immigration status verification, an agency must first establish a Memorandum of Understanding (MOU) with the SAVE Program, and then establish a purchase order with the SAVE Program contractor to pay for VIS-CPS transaction fees. Access to SAVE is subject to USCIS resource limitations or other legal or policy criteria. To request participation in SAVE and to begin the MOU process, please access the following website to register:

<https://www.vis-dhs.com/agencyregistration>. For more information on the SAVE Program, please call 1-888-464-4218.

**Public Benefits Defined.** Generally, public benefits are defined to include any grant, contract, loan, professional license, or commercial license provided by federal, state or local government; and, any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment assistance or similar benefit. *[8 U.S.C. Sections 1611 and 1621]*

**Benefits Excluded.** Generally, the verification requirements do not apply when the following public benefits are applied for:

- (1) Treatment of emergency medical conditions;
- (2) Short term, non-cash emergency disaster relief;
- (3) Immunizations;
- (4) Certain in kind programs or services (such as soup kitchens and crisis counseling) delivered by public and nonprofit agencies that are necessary for the protection of life or safety when approved by the U.S. Attorney General;
- (5) Prenatal care;
- (6) Postsecondary education under specified circumstances;
- (7) Certain community development assistance or financial assistance programs administered by HUD; and
- (8) Other Federal programs including certain social security and medicare benefits under specified conditions. *[OCGA § 50-36-1 (c) and 8 U.S.C. Sections 1611 and 1621]*

Note that it is unlawful for a county or other public agency to provide any federal, state or local benefit in violation of *OCGA § 50-36-1*. An annual report is to be prepared regarding the requirements of the new law.

Regarding the details of the verification requirements, benefits covered and exclusions, please see the Federal statutes cited above.

## Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

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

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_.

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

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

## Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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:

\_\_\_\_\_  
Federal Work Authorization User Identification Number      Date of Authorization

\_\_\_\_\_  
Name of Subcontractor      Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_:

\_\_\_\_\_  
Signature of Authorized Officer or Agent      Printed Name & Title of Authorized Officer or Agent

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

\_\_\_\_\_  
NOTARY PUBLIC

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

**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)**

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:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_.

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

\_\_\_\_\_  
Printed Name & Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

**Conflict of Interest Statement**

As a duly authorized representative of the firm \_\_\_\_\_

I, \_\_\_\_\_ with the title \_\_\_\_\_ certify

that to the best of my knowledge no circumstances exist that will cause a conflict of interest in performing services for The City of Dublin, GA Government, that no employee of The City of Dublin, GA, nor any public agency official or employee affected by this Request for Proposals has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for The City of Dublin, GA Government.

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

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

Authorized Representative Name: \_\_\_\_\_

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

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

**Officer’s Oath**

As a duly authorized representative of the firm involved in the bidding for or procuring the contract \_\_\_\_\_ I, \_\_\_\_\_ with the title \_\_\_\_\_ certify that I did not prevent or attempt to prevent competition in such proposals by any means whatsoever. Nor did I prevent or endeavor to prevent anyone from making a proposal therefore by any means whatsoever, or induce another to withdraw a proposal for the work.

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

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

Authorized Representative Name: \_\_\_\_\_

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

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

## Indemnity Agreement

This indemnity agreement made and entered into in favor of CITY OF DUBLIN a municipal corporation, by \_\_\_\_\_.

WHEREAS has submitted a bid to CITY OF DUBLIN so as to provide \_\_\_\_\_

NOW, THEREFORE, as an additional consideration in CITY OF DUBLIN awarding the bid to \_\_\_\_\_

agrees to indemnify and hold harmless CITY OF DUBLIN, its agents, principals, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of any alleged negligence of CITY OF DUBLIN, its officers, agents, or employees in connection with said bid /award; provided this indemnity shall not extend to any damage, injury or loss due to CITY OF DUBLIN's sole negligence or willful misconduct of CITY OF DUBLIN.

\_\_\_\_\_ shall defend against all such claims and pay expenses of such defense, including reasonable attorney fees, and all judgments based thereon.

WITNESS THE HAND AND SEAL of the \_\_\_\_\_ pursuant to proper corporate authority day of \_\_\_\_\_, 2024.

[CORPORATE NAME]

By: \_\_\_\_\_

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

Attest: \_\_\_\_\_

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

[Affix Corporate Seal]