

INVITATION TO SUBMIT  
PROPOSAL

**REQUEST FOR PROPOSAL NO. 22-0029-4**

**EMERGENCY MANAGEMENT PROGRAM AUGMENTATION FOR  
CHATHAM COUNTY EMERGENCY MANAGEMENT AGENCY (CEMA)  
ANNUAL CONTRACT**

**PRE-PROPOSAL CONFERENCE: 10:00 A.M., APRIL 20 , 2022**

**PROPOSALS DUE BY: 5:00 P.M., MAY 4, 2022**

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

CHESTER A. ELLIS, CHAIRMAN

COMMISSIONER HELEN J. STONE

COMMISSIONER TANYA MILTON

COMMISSIONER LARRY RIVERS

COMMISSIONER AARON R. WHITELEY

COMMISSIONER BOBBY LOCKETT

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK J. FARRELL

COMMISSIONER KENNETH A. ADAMS

R. JONATHAN HART  
COUNTY ATTORNEY

**CHATHAM COUNTY, GEORGIA  
DOCUMENT CHECK LIST**

The following documents, when marked, are contained in and made a part of this Package or are required to be submitted with the proposal. It is the responsibility of the Proposer to read, complete and sign, where indicated, and return these documents with his/her Proposal. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFYING THE PROPOSAL.

X GENERAL INFORMATION

X PROPOSAL

- PROPOSAL SCHEDULE

X LEGAL NOTICE

X ATTACHMENTS: A. DRUG FREE WORKPLACE; B. NONDISCRIMINATION STATEMENT; C. DISCLOSURE OF RESPONSIBILITY STATEMENT; D. CONTRACTOR AFFIDAVIT/AGREEMENT; E. SAVE FORM; F. DEBARMENT FORM; G. M/WBE PARTICIPATION; FORM H. GOOD FAITH EFFORT GUIDELINES

**COUNTY TAX CERTIFICATE REQUIREMENT:** Contractor must supply a copy of their Tax Certificate as proof of payment of the occupational tax where their office is located.

CURRENT TAX CERTIFICATE NUMBER \_\_\_\_\_  
CITY \_\_\_\_\_  
COUNTY \_\_\_\_\_  
OTHER \_\_\_\_\_

**RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBERS \_\_\_\_\_**

The undersigned bidder certifies that he/she has received the above listed and marked documents and acknowledges that his/her failure to return each, completed and signed as required, may be cause for disqualifying his/her proposal.

**BY:** \_\_\_\_\_  
**SIGNATURE:**

\_\_\_\_\_  
**DATE:**

An M/WBE is a for-profit small business concern where minorities or female owners have at least a 51% interest and also control management and daily business operations. A Disadvantaged Business Enterprise (DBE) is considered an M/WBE by Chatham County, although some requirements may differ since DBE certifications are generally issued under State guidelines. Therefore, the County uses the term M/WBE in most of its procurement documents unless the County is using federal or state funding sources. In order to accurately document participation, businesses submitting bids or proposals are encouraged to report ownership status. Please check ownership status as applicable :

African-American \_\_\_\_\_ Asian American \_\_\_\_\_ Hispanic \_\_\_\_\_  
Native American or Alaskan Indian \_\_\_\_\_ Woman \_\_\_\_\_

**CHATHAM COUNTY, GEORGIA  
OFFICE OF THE PURCHASING AND CONTRACTING  
SAVANNAH, GEORGIA 31406  
(912) 790-1624**

**DATE: March 23, 2022**

**RFP NO. 22-0029-4**

**REQUEST FOR PROPOSALS FOR  
EMERGENCY MANAGEMENT PROGRAM AUGMENTATION FOR  
CHATHAM COUNTY EMERGENCY MANAGEMENT AGENCY (CEMA)**

This is an invitation to submit a proposal to supply Chatham County with the professional services as indicated herein. Sealed proposals will be received at the Office of the Purchasing Director, **1117 EISENHOWER DRIVE, SUITE C, Savannah, Georgia** up to **5:00 P.M., MAY 4, 2022.** The Purchasing Director reserves the right to reject any and all proposals and to waive formalities.

Instructions for preparation and submission of a proposal are contained in the Request for Proposal package. Please note that specific forms for submission of a proposal are required. Proposals must be typed or printed in ink. If you do not submit a proposal, return the signed invitation sheet and state the reason; otherwise, your name may be removed from our bidders list.

**A pre-proposal conference has been scheduled for 10:00 A.M., APRIL 20, 2022,** and will be conducted in the **Purchasing Conference Room, located in Suite C, 1117 Eisenhower Drive, Savannah, Georgia 31406,** to discuss the specifications and resolve any questions and/or misunderstandings that may arise.

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Agent will issue a written addendum to document approved changes. Generally when addenda are required, the bid opening date may be changed.

An M/WBE is a for-profit small business concern where minorities or female owners have at least a 51% interest and also control management and daily business operations. A Disadvantaged Business Enterprise (DBE) is considered an M/WBE by Chatham County, although some requirements may differ since DBE certifications are generally issued under State guidelines. Therefore, the County uses the term M/WBE in most of its procurement documents unless the County is using federal or state funding sources.

**SECTION I  
INTRODUCTION AND INFORMATION**

- 1.1 PURPOSE:** Chatham County is seeking proposals from responsive and qualified firms that will provide the Best Value for a contract to provide services associated with “The Emergency Management Program Augmentation”. All proposals are governed by the Code of Chatham County, Chapter 4, Article IV, and the laws of the State of Georgia.
- 1.2 INFORMATION OR CLARIFICATION:** For information concerning procedures for responding to this Solicitation, contact Robert Marshall, Senior Procurement Specialist at (912) 790-1622. Such contact shall be for clarification purposes only. Material change, if any to the scope of services or bidding procedures will be only transmitted by written addendum. It is the proposer’s responsibility to check the website to determine if any addenda have been issued.

All questions must be submitted in writing to the Purchasing & Contracting Division, 1117 Eisenhower Drive, Citizen Service Center, Suite C, Savannah, GA. Attn: Robert Marshall, Senior Procurement Specialist. To facilitate prompt receipt of questions, they may be sent via FAX to (912) 790-1627 or email to [rmarshall@chathamcounty.org](mailto:rmarshall@chathamcounty.org). Questions of a material nature must be received prior to the cut-off date specified in the Solicitation Schedule. If no cut-off date is listed, the deadline for questions shall be 5:00 p.m. one week prior to the deadline of receipt of proposals. If a bid or proposal is faxed, it is the responsibility of the proposer to insure that the proposal is received in its entirety prior to the deadline for bid submittal. In certain circumstances, fax bids are never allowed i.e., when there is a bid bond requirement. The entire proposal must be submitted in accordance with the Instructions to Bidder/Proposers contained in this Solicitation.

- 1.3 ELIGIBILITY:** To be eligible for a resulting contract (s) in responding to this Solicitation, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section to at least one government agency similar in size and complexity to the County.

The contractor’s company shall be currently engaged in pre- and post-disaster emergency management augmentation services on a full time basis, year round, with dedicated management, technical and administrative support staff, in-house employees and company leased or owned equipment. The contractor may supplement in-house resources with those of private individuals or companies, and/or with any alliances or affiliations.

- 1.4 HOW TO PREPARE PROPOSALS: All proposals shall be:**

- A. Prepared on the forms enclosed herewith, unless otherwise prescribed, and **all documents must be submitted.**
- B. Typewritten or completed with pen black or blue ink, signed by the business owner or authorized representative, with all corrections initialed and dated by the official signing the proposal. **ALL SIGNATURE SPACES MUST BE SIGNED.**

Bidders are encouraged to review carefully all provisions and attachments of this document prior

to submission. Each bid constitutes an offer and may not be withdrawn except as provided herein.

**1.5 HOW TO SUBMIT PROPOSAL: All proposals shall be:**

- A. Submitted in a sealed opaque enveloped, plainly marked with the proposal number and title, date and time of bid proposal opening, and company name.
- B. Mailed or delivered as follows in a sufficient time to ensure receipt by the Purchasing Agent on or before time and date specified above.
  - a. Mailing Address: Purchasing Director, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, 31406.
  - b. Hand Delivery: Purchasing Director, 1117 Eisenhower Drive, Suite C, Savannah, Georgia

**PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.**

**1.6 FORMAT FOR RESPONSES:** To be considered, contractors must submit a complete response to the Request for Proposals. To assure a uniform review process and obtain the maximum degree of comparability, each proposal shall include the following content and shall be presented in the following order:

- Signature Page
- Proposal Contents as listed in Special Conditions
- Cost Information
- Required Attachments

Each proposal must be submitted in one (1) original and three (3) copies bound and one (1) electronic version (thumb drive or disc) to:

Mr. Robert Marshall  
Senior Procurement Specialist  
Chatham County Purchasing Department  
1117 Eisenhower Drive, Suite C  
Savannah, GA 31406  
(912) 790-1622

**SECTION II  
GENERAL CONDITIONS**

- 2.1 LOCAL VENDORS:** The Board of Commissioners has strongly expressed their desire to have as much “Local” participation as possible used as Sub-Contractors for the work done in Chatham County.
- 2.2 MINORITY- WOMEN BUSINESS ENTERPRISE PARTICIPATION:** It is the desire of the County Board of Commissioners to increase the participation of minority (MBE) and women-owned (WBE) business in its contracting and procurement programs. The County program is **ACCESS**. The County is committed to a policy of equitable participation for these firms by setting goals for each contract. Bidder/proposers are requested to include in their proposals a narrative describing their past accomplishment and intended actions in this area. If bidder/proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties must be identified in their proposal along with the percentage(s) and dollar amount awarded to the M/WBE firm. If a bidder/proposer is considered for award, he/she will be asked to meet with the County Staff so that the intended MBE/WBE participation goals can be formalized and included in the subsequent contact.
- If the awarded contractor/vendor is claiming minority status, the contractor/vendor shall apply for certification by Chatham County, Georgia to the Office of Minority Business Coordinator located in the Human Resources Offices. The Minority Business Coordinator will provide documentation of application status once approved or disapproved by Chatham County. Certification by any other government entity is acceptable if current copy of the certification is provided with this solicitation. For additional information concerning **Chatham County’s M/WBE Coordinator, please contact Connell Heyward, at (912) 652-7828. [cheyward@chathamcounty.org](mailto:cheyward@chathamcounty.org)**
- 2.3 LOBBYING ACTIVITIES:** ALL BIDDERS/PROPOSERS PLEASE NOTE: A bidder/proposer submitted a response to this solicitation must comply, if applicable, with the County Purchasing ordinance and Procedures Manual. No discussions are allowed with Board members, other elected officials, county management staff and employees. The only discussions must be through the Purchasing & Contracting Office.
- 2.4 PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity.
- 2.5 BID/PROPOSAL COSTS:** The County shall not be liable for any costs incurred by bidder/proposer in responding to this Solicitation.
- 2.6 CONFIDENTIAL INFORMATION:** Information and material received by County in connection with all bidder’s/proposer’s shall be deemed to be public records subject to public inspection upon award or recommendation for award. However, certain exemptions to public records law are statutorily provided for in Title 50-18-70. O.C.G.A. Therefore, if the Bidder/Proposer believes any of the information contain in his or her response is exempt from the Open Records Act, the Bidder/proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise the County will treat all materials received as public records.

**2.7 CONTRACT COST ADJUSTMENTS:** Prices quoted shall be firm for the initial contract terms. Thereafter, any extensions which may be approved by the County shall be subject to the following: Cost for any extension terms shall be subject to an adjustment only if increase or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U. S. Dept of Labor, and shall not exceed five percent (5%).

The County may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or be insufficient. In the event the County does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the County, the Contract will be considered cancelled on the scheduled expiration date.

**2.8 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the County may, at any time, secure similar or identical services at its sole option.

**2.9 DELETION OR MODIFICATION OF SERVICES:** The County reserves the right to delete any portion of this Contract at any time without cause. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the County agree on modifications or revisions to the task elements, after the County has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised quote to the County for approval prior proceeding with the work. Written change orders or amendments to the contract must be forwarded through the Purchasing Agent who will obtain require approvals.

**2.10 SUBSTITUTION OF PERSONNEL:** It is the intention of the County that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacements personnel are subject to County approval. In the event substitute personnel are not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the Contract for cause.

**2.11 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be employees of the Contractor and subject to supervision by the Contractor, and not as officers, employee, or agents of the County.

**2.12 SECURITY AND IMMIGRATION COMPLIANCE ACT:** On July 1, 2008, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov>, to find the E-Verify information.

- 2.13 **ASSIGNMENT:** The successful bidder/proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, or of any rights, title, interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the County.
- 2.14 **CANCELLATION:** The County may cancel this contract for convenience with a sixty (60) day written notice to the other party. The County may terminate this contract immediately for cause based on non-performance.
- 2.15 **SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the Proposer on notice to inquire of or identify the same to the County.
- 2.16 **MULTIPLE PROPOSALS:** No Proposer will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Director's attention during the Pre-proposal Conference or submitted in writing at least five (5) days preceding the date for submission of proposals.
- 2.17 **OFFERS TO BE FIRM:** The Proposer warrants that terms and conditions quoted in his offer will be firm for acceptance for a period of ninety (90) days from bid date submitted, unless otherwise stated in the proposal. When requested to provide a fee proposal, fees quoted must also be firm for a ninety day period.
- 2.18 **LIABILITY PROVISIONS:** Where Proposers are required to enter or go into Chatham County property to take measurements or gather other information in order to prepare the proposal as requested by the County, the Proposer shall be liable for any injury, damage or loss occasioned by negligence of the Proposer, his agent, or any person the Proposer has designated to prepare the Offer and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful Proposer in order to be awarded a contract with Chatham County.
- 2.19 **AWARD OF CONTRACT:** The contract, if awarded, will be awarded to that responsible Proposer whose proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which proposal best serves the interest of Chatham County.
- 2.20 **PROCUREMENT PROTESTS:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Director for review and resolution. The Chatham County Purchasing Procedures Manual, Article IX - Appeals and Remedies shall govern the review and resolution of all protests.
- 2.21 **QUALIFICATION OF BUSINESS (RESPONSIBLE PROPOSER):** A responsible Proposer is defined as one who meets, or by the date of the acceptance can meet, all requirements for licensing, insurance, and service contained within this Request for Proposals. Chatham County has the right to require any or all Proposers to submit documentation of the ability to perform the service requested. Chatham County has the right to disqualify the proposal of any Proposer as being unresponsive or irresponsible whenever such Proposer cannot document the ability to deliver the requested service.



**2.22 COUNTY BUSINESS LICENSE REQUIREMENT:** A current Chatham County or municipal business tax certificate(within the State of Georgia) is required unless otherwise specified. A firm need not have a Chatham County Business Tax Certificate prior to submitting a proposal. However, a license must be obtained by the successful vendor prior to award of contract. Please contact the Chatham County Department of Building Safety and Regulatory Services at (912) 201-4300 for additional information. No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on April 8, 1994.

**2.23 INSURANCE PROVISIONS:** The selected CONTRACTOR shall be required to procure and maintain for the duration of the contract insurance against claims and injuries to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Contractor's fee proposal.

Chatham County evaluates each claim on a case-by-case basis and invokes all immunities and defenses permitted under law. Chatham County is *not* to be included as a named insured on Contractor's policies.

A certificate of insurance regarding this Request for Proposal shall include the following:

- A. *Worker's Compensation:* Statutory, with a minimum Employer's Liability limit of \$500,000.
- B. *Commercial General Liability:* \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- C. *Business Automobile:* \$1,000,000 Combined Single limit written on an "Any Auto" basis.
- D. *Fidelity Bond/Professional Liability:* \$3,000,000 Covers lost due to crime or dishonesty by employee of/or the CONTRACTOR.

**2.24 INDEMNIFICATION:** The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Chatham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Chatham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Chatham County under this Section shall not be limited in any way by the

agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

The contractor shall provide the County with an insurance certificate outlining the coverages provided and 30 day written notification to the County when the coverages are terminated or expired.

- 2.25 COMPLIANCE WITH SPECIFICATION - TERMS AND CONDITIONS:** The Request for Proposals, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposers Offer, Addendum, and/or any other pertinent documents form a part of the Offeror's proposal and by reference are made a part of a resulting contract.
- 2.26 SIGNED RESPONSE CONSIDERED AN OFFER:** The signed Response shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, Purchasing Agent or his designee. In case of a default on the part of the Proponent after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.
- 2.27 NOTICE TO PROCEED:** The successful proposer shall not commence work under this Request for Proposal until a written contract is awarded and a Notice to Proceed or Purchase Order is issued by the Purchasing Agent or his designee. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.28 WITHDRAWAL OF PROPOSAL:** Proposals may be withdrawn by submitting a written request to the County prior to the stated deadline for the receipt of proposals. Withdrawal of a proposal by any firm will not prejudice the right of the proponent to submit a new proposal, providing the latter is received timely as provided herein.
- 2.29 CONFLICT OF INTEREST:** Through a statement of disclosure, your firm/organization/ joint venture shall provide sufficient detail of any relationship, especially financial, between members of your firm and any county employees or their family members. This will allow the County to evaluate possible conflicts of interest. However, it will remain at the county's discretion whether the extent of any conflict of interest remains substantial to disqualify any proposal.
- 2.30 REJECTING PROPOSALS:** The County reserves the right to reject any or all proposals and is not bound to accept any proposal if that proposal is contrary to the best interest of Chatham County. Similarly, the County is not bound to accept the lowest dollar proposal if the offer is not considered in the County's best interest.
- 2.31 EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this contract, the CONTRACTOR agrees as follows:  
The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, physical handicap, or marital status.
- 2.32 PENDING LITIGATION:** Proposals will not be accepted from any company, firm, person, or party, parent subsidiary, against which Chatham County has an outstanding claim, or a financial dispute relating to prior contract performance.

## SECTION III SPECIAL CONDITIONS

**3.1 DESCRIPTION AND OBJECTIVES:** The Chatham County Emergency Management Agency is seeking firms interested in providing Pre- and Post-disaster emergency management Augmentation Services for Chatham County, which may include any/all municipalities in the county. The County presents this “Request for Proposals” to describe its needs and those criteria which will be used to determine selection of services. **Contracts will be for one (1) year with automatic renewal options for four (4) additional one (1) year terms for each successful consulting firm.** Multiple contracts may be awarded.

### **3.2 PROPOSAL CONTENTS**

To be considered for award, all proposals must include, as a minimum the following information:

- a. The proposal must include a statement of the Contractor’s proposed approach and schedule to accomplish the tasks as set forth in the Scope of Work including response times for travel, initial set-up, and starting of project and or service. The bidder/proposer must demonstrate that he fully understands the scope of services required for emergency disaster assistance; understands how these services effect a County and the economic impact; understanding the need to work with County Officials and other Municipalities the community; and the willingness to design the best response plan to meet the County’s needs in the event of a disaster.
- b. Describe the qualifications and experience of key personnel that will provide these services including demonstrated knowledge and understanding of the types of services to be performed; previous experience in similar or related work, and local codes, laws and regulations governing the work, especially any business relationships with FEMA representatives, past or present. Also list the positions titles and the number of support personnel available that will work on this contract.  
  
List all executive or senior management by title and responsibilities and site or field managers or supervisors by title and responsibilities. A summary of experience and qualifications must accompany your proposal. Assigned personnel should have NIMS/ICS training sufficient to the position for which they are assigned. Include the NIMS/ICS certifications of assigned personnel.
- c. The Contractor must propose a fee schedule for professional services and all related expenses and recurring costs necessary to accomplish the project.
- d. The proposal must include a detailed item by item response to each specific element in the scope of work.
- e. Bidder/proposal shall provide at least three (3) references/ and or current list of clients for references to demonstrate the company’s long term commitment. Include all state of Georgia (Local/State) government agencies, or departments, where you currently are or previously were under contract for your services.

- f. After the contract has been awarded, the selected Contractor may be required to prepare an overview presentation and briefing to the Chatham County Emergency Management Department and other staff deemed necessary. Contractor shall provide electronic and hard copies of the presentations to Chatham County Emergency Management including all handout materials. The Contractor will be prepared to make their presentation within sixty (60) days upon the award of this contract.

The Contractor shall coordinate contact information with appropriate representatives of the Chatham County Emergency Management staff. Contact information will include names, telephone numbers, and email addresses for the agency and the contractor.

**3.3 SELECTION METHODOLOGY:** Proposals will be evaluated according to the following criteria at minimum: **Points Possible:**

**Evaluating Factor:**

**Qualifications:** Previous experience with similar contracts. Previous experience in similar or related work, local codes, laws, and regulations governing the work, especially any business relationships with FEMA representative, past or present. 20

**Expertise of Staff:** Describe the qualifications and experience of key personnel that will provide services, demonstrated knowledge and understanding of the types of services to be performed; Financial Stability. Additional information relevant to the firm's capacity. 20

**Understanding Scope of Service:** Fully understand the scope of services required for emergency disaster assistance; understand how these services effect a County and the economics; understanding the need to work with County officials and other Municipalities in the community; Provide a detailed list of all the services that company is able to provide and briefly outline these services to be accomplished. 20

**References:** Provides a minimum of three (3) references, for similar projects within the last five (5) years, who can attest to the company's knowledge, quality of work, timeliness, diligence, working relationships, and flexibility. Provide the organization's name contact persons, phone numbers and the date and type of service performed. 5

**Fee Proposal:** as outlined on cost proposal page 20

**MWBE Participation:** The Chatham County Board of Commissioners has adopted a goal of **30% Local M/WBE participation** for all SPLOST projects. Proponents and Consultants are required to meet this goal or provide documentation of their Good Faith Efforts to utilize Local M/WBE sub consultants. Proponents will be awarded up to 15 points out of 100 based on a strong representation of Local M/WBE participation throughout its team composition. In addition, points will be awarded to firms who have demonstrated a commitment to employment of minorities or women, especially at the professional level. ( See Attachment H for Good Faith Effort Guidelines) 15

All questions regarding Local, M/WBE participation, please contact **Connell C. Heyward, Chatham County Minority and Women Business Coordinator, at (912) 652-7828 phone, or (912) 652-7951 fax. Email: [cheyward@chathamcounty.org](mailto:cheyward@chathamcounty.org)**Ability to provide opportunity for minority and woman owned business participation.

**Interviews/Presentations (if required) (TOTAL POSSIBLE POINTS: 25)**

The Proposers may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only. Scores from the interview will be considered in contact award.

**3.4 PAYMENT:** The County desires to pay for Emergency Operations Staff Augmentation of the Logistics Section upon receipt of FEMA reimbursement. However, alternative payment agreements will be considered. Payment for services not related to a full-scale disaster will be paid by invoice per task

Section upon receipt of FEMA reimbursement. However, alternative payment agreements will be considered. Payment for services not related to a full-scale disaster will be paid by invoice per task assignment.

**3.5 PAYMENT TO CONTRACTORS:** Instructions for invoicing the County for service delivered to the County are specified in the contract document.

- A. Questions regarding payment may be directed to Finance Department at (912) 652-7905 or the County's Project Manager as specified in the contract documents.
- B. Contractors will be paid the agreed upon compensation upon satisfactory progress or completion of the work as more fully described in the contract document.
- C. Upon completion of the work, the Contractor will provide the County or contractor with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
- D. Chatham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

The undersigned proposer certifies that he/she has carefully read the preceding list of instructions and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her proposal are in accordance with all documents contained in this Request for Proposals package, and that any exception taken thereto may disqualify his/her proposal.

This is to certify that I, the undersigned Proposer, have read the instructions to Proposer and agree to be bound by the provisions of the same.

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

BY: \_\_\_\_\_

SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE NO.

**SECTION IV  
SCOPE OF SERVICES**

**EMERGENCY MANAGEMENT PROGRAM AUGUMENTATION FOR  
CHATHAM COUNTY EMERGENCY MANAGEMENT AGENCY**

**4.1** **PURPOSE:** A disastrous event in Chatham County and/or Southeast Georgia, regardless of cause (natural, man-made, or technological), will require a extensive response by local governments over an extended period of time to mitigate life-safety issues, the adverse effects to real property, damage to the County's infrastructure, and the environment. Pre and Post-disaster emergency management augmentation services.

**4.2** **SCOPE :** The contractor shall provide a range of emergency services on an as-needed basis, to include organizational assessment, disaster preparedness, training, exercise coordination, response planning, recovery planning, mitigation services, and other emergency management functions to augment current organizational capabilities.

**4.2.1 Preparedness Services – Planning, Training and Exercises**

A. **Planning**

Provide experienced, all hazards planners to support the evaluation, creation, and /or revision of planning documents in support of the emergency management program and in compliance with applicable state and federal guidance and requirements, including the National Incident Management System, The National Response Framework, and FEMA's Comprehensive Planning Guidance. Plans may include but not limited to:

1. Emergency operations plan and supporting annexes, policies and procedures
2. Continuity of operations and continuity of government plans
3. Crisis communication and warning plans
4. Debris management plan
5. Resource management plan
6. Post-disaster recovery plans, including housing and economic recovery plans
7. Gap analysis and strategic plan, which identify budget and funding sources to meet those gaps.
8. Regional response coordination, and preparedness plans

B. **Training & Exercise Program:**

Provide training, exercise, and evaluation services in compliance with Homeland Security Exercise and Evaluation program guidelines.

1. Assess organization's training needs and develop a comprehensive training program.
2. Deliver customized training, as required, to address gaps in staff training and preparedness.
3. Present emergency management coursed as requested, to include ICS 300/400
4. Assess organization's exercise needs and develop a comprehensive exercise

- program.
- 5. Design and deliver exercise programs to test emergency plans and preparedness. The exercises will be conducted in compliance with the Homeland Security Exercise and Evaluation Program and may include seminars, workshops, table top exercises, drills, full scale exercises, and functional exercises.
- 6. Conduct after-action reports and develop improvement plans after each exercise.
- 7. Prepare for and participate in regional and national exercises.

#### **4.2.3 Response Services**

Provide pre- and post-disaster advisory and staff augmentation services to support the response to an emergency or disaster. Provide staff that can fulfill senior, mid-level, and junior roles in command and control, logistics, disaster intelligence, public information, intergovernmental relations, accounting, operational planning, and other disciplines necessary to augment emergency operations center staff.

#### **4.2.4. Recovery Services**

A. General Recovery Services: Provide pre- and post-disaster services, to include:

- 1. Assist in the development of a comprehensive recovery strategy.
- 2. Assist in the development of a disaster recovery team.
- 3. Develop and implement recovery operations.
- 4. Streamline business processes, systems, and procedures to improve recovery program implementation.
- 5. Develop and implement an integrated contractor management plan to ensure overall operations follow priorities, and ensure that activities meet all federal requirements to facilitate rapid reimbursement of costs.
- 6. Track recovery projects, spending, draw downs, and funding from all grant sources, including Public Assistance, Hazard Mitigation Grant Program, and Community Development Block Grant.
- 7. Provide experienced staff to support/augment the Local Disaster Recovery Manager (LDRM) or serve as the LDRM as required.

B. Public Assistance Grant Management

Provide comprehensive Public Assistance management and implementation services. Services may include:

- 1. Provide general grant management advice.
- 2. Categorize, record, track and file costs in support of the financial reimbursement process.
- 3. Assist in development of an administration plan, if required.
- 4. Attend and assist in the Kick-off Meeting.
- 5. Support the County in completing an assessment of damage of FEMA Permanent Work categories.
- 6. Identify eligible projects.
- 7. Inspect disaster-related damage to eligible facilities and review records of emergency expenses incurred.



8. Develop damage description, scopes of works, and write small and large project worksheets as needed, based on information provided.
9. Gather appropriate documentation to support claim.
10. Track project worksheet status and status of payment from the state.
11. Prepare draft correspondence to state and FEMA as necessary.
12. Assist in the development of hazard mitigation proposals under Section 406 of the Stafford Act.
13. Attend meetings with the state and FEMA to address eligibility and process issues, as needed.
14. Prepare draft first and second appeal letters, as requested.
15. Develop and implement a system for tracking costs, including direct administrative costs to facilitate reimbursement for all eligible costs, including contractor costs.
16. Review Project worksheets to determine final eligible costs and third party reimbursements.
17. Reconcile eligible costs and prepare Project Worksheet versions, as necessary.
18. Prepare reports for the state and FEMA, as needed.
19. Assist with interim inspections and final inspections.
20. Conduct pre-audit activities and prepare documentation for audit.

C. Individual Assistance/Disaster Housing

1. Develop and implement detailed disaster housing plans that include strategies for providing both interim and long-term housing.
2. Evaluate current housing options and facilitate the post-disaster transition of families from temporary to permanent housing.
3. Identify roadblocks to post-disaster permanent housing solutions and develop solutions to overcome these obstacles.
4. Implement housing assessment tools and technologies to expand the range of alternative housing options for displaced residents.
5. Represent the county in meetings with FEMA and the state.
6. Manage CDBG and other housing-related disaster grant funds.

D. Long-Term Community Recovery

1. Provide continuity of operations, economic development, housing, and land-use planning assistance.
2. Organize and facilitate community meetings, public outreach and communication support.
3. Develop long term community recovery plans.
4. Represent county to FEMA and the state in meetings regarding long term community recovery.
5. Provide experienced staff to support/augment the Local Disaster Recovery Manager (LDRM) or serve as the LDRM as required.

**4.2.5 Pre- and Post-Disaster Mitigation Services**

Provide experienced hazard mitigation staff to identify and prepare hazard mitigation proposals, grant applications, benefits cost analysis, and other services related to hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigations programs.

**NOTE: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER  
FEDERAL AWARDS SHALL INCLUDE:**

**Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal 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 must 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 non-Federal award.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements the Consultant certifies, to the best of his or her knowledge, 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 an 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 agrees that the language of this certification shall 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

**PART V  
COST INFORMATION**

**CHATHAM COUNTY, GEORGIA  
RFP NO. 16-0111-4**

**EMERGENCY MANAGEMENT PROGRAM AUGUMENTATION FOR  
CHATHAM COUNTY EMERGENCY MANAGEMENT AGENCY (CEMA)**

Services will be provided in accordance with the following Labor Category Hourly Rates. Hourly rates are to be fully burdened labor costs all inclusive (labor, travel, per diem, insurance, etc.). The County will not be responsible for the reimbursement of any costs not specifically set forth in this proposal.

**CEMA Labor Category Hourly Rates**

<u>Category</u>	<u>Description</u>	<u>Hourly Rate</u>
Project Executive	Experience of 12 or more years with advanced degree or 15 or more years with Bachelor's Degree. Demonstrates senior Experience in management consulting.	\$ _____
Subject Matter Expert	Experience of 15 or more years in a specific subject or industry, or 10 years experience and than one specialized advanced degree.	\$ _____
Project Manager	Experience of 8 or more years with advanced degree, or 10 or more years with a Bachelor's degree.	\$ _____
Project Accountant	Experience of 4 or more years plus at minimum a college degree in a relevant field(e.g. accounting, management, finance)	\$ _____
Sr. Closeout Specialist	Experience of 5 or more years plus at minimum a college Degree in a relevant field (e.g. accounting, management, finance)	\$ _____
Closeout Specialist	Experience of 2 or more years plus at minimum a college degree in a relevant field(e.g. accounting, management, finance)	\$ _____
Sr. Engineer / Scientist	Experience of 15 or more years plus at minimum a college degree in a relevant field (e.g. engineering, biology, ecology, construction management)	\$ _____
Engineer / Scientist III	Experience of 8 or more years plus at minimum a college degree in a relevant field (e.g. engineering, biology, ecology, construction management)	\$ _____

<u>Category</u>	<u>Description</u>	<u>Hourly Rate</u>
Engineer / Scientist II	Experience of 6 or more years plus at minimum a college degree in a relevant field (e.g. engineering, biology, ecology, construction management)	\$ _____
Engineer / Scientist I	Experience of 4 or more years plus at minimum a college degree in a relevant field (e.g. engineering, biology, ecology, construction management)	\$ _____
Sr. Field Representative/ Technical Associate	Experience of 2 or more years plus at minimum a college degree in a relevant field (e.g. engineering, biology, ecology, construction management)	\$ _____
Field Representative/ Technical Associate	Minimum college degree	\$ _____
Sr. Financial (Grant) Information Management Expert	Experience of 5 or more years plus at minimum a college degree in a relevant field(e.g. accounting, management, finance, information technology)	\$ _____
Financial (Grant) Information Management Expert	Experience of 3 or more years plus at minimum a college degree in a relevant field(e.g. accounting, management, finance, information technology)	\$ _____
Sr. Grant Manager	Experience of 5 or more years plus at minimum a college degree in a relevant field(e.g. accounting, management, finance)	\$ _____
Grant Manager	Experience of 3 or more years plus at minimum a college degree in a relevant field(e.g. accounting, management, finance)	\$ _____
Analyst	Minimum college degree	\$ _____
Administrator	Minimum college degree	\$ _____
Sr. Planner	Minimum college degree and 10 years experience	\$ _____

FIRM NAME: \_\_\_\_\_  
PROPOSER: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

BUSINESS TAX CERTIFICATE/LICENSE NUMBER: \_\_\_\_\_

CITY/COUNTY/STATE: \_\_\_\_\_

MINORITY BUSINESS ENTERPRISE? \_\_\_\_\_ /YES \_\_\_\_\_ /NO

MINORITY CLASSIFICATION: \_\_\_\_\_

**ATTACHMENT A**

**DRUG FREE WORKPLACE CERTIFICATION**

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with in full.

1. A drug-free workplace will be provided for the employees during the performance of the contract; and;
2. Each sub-contractor under the direction of the Contractor shall secure the following written certification: \_\_\_\_\_

(Contractor) certifies to Chatham

County that a drug-free workplace will be provided for the employees during the performance of this contract known as

**EMERGENCY MANAGEMENT PROGRAM AUGUMENTATION FOR  
CHATHAM COUNTY EMERGENCY MANAGEMENT AGENCY (CEMA)**

pursuant to paragraph (7), of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

NOTARY: \_\_\_\_\_ DATE: \_\_\_\_\_

**ATTACHMENT B**

**PROMISE OF NON-DISCRIMINATION STATEMENT**

Know All Men By These Presents, that I (We), \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
Name Title Name of Bidder

(herein after "Company") in consideration of the privilege to bid/or propose on the following Chatham

County project procurement **EMERGENCY MANAGEMENT PROGRAM  
AUGUMENTATION FOR CHATHAM COUNTY EMERGENCY MANAGEMENT AGENCY  
CEMA**), hereby consent, covenant and agree as follows:

1. No person shall be excluded from participation in, denied the benefit of or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the bid submitted to Chatham County or the performance of the contract resulting therefrom;
2. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities, and women;
3. In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;
4. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Chatham County;
5. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of an incorporated by reference in the contract which this Company may be awarded;
6. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

Signature \_\_\_\_\_ Date \_\_\_\_\_



## ATTACHMENT C

### DISCLOSURE OF RESPONSIBILITY STATEMENT

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contractor subcontract, or in the performance of such contract or subcontract.  

---
2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor  

---
3. List any convictions or civil judgments under states or federal antitrust statutes.  

---
4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.  

---
5. List any prior suspensions or debarments by any governmental agency.  

---
6. List any contracts not completed on time.  

---
7. List any penalties imposed for time delays and/or quality of materials and workmanship.  

---
8. List any documented violations of federal or any state labor laws, regulations, or standards, occupational safety and health rules.  

---

I, \_\_\_\_\_, as \_\_\_\_\_  
Name of individual Title & Authority

of \_\_\_\_\_, declare under oath that  
Company Name

the above statements, including any supplemental responses attached hereto, are true.

\_\_\_\_\_  
Signature

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_

2011 by \_\_\_\_\_ representing him/herself to be

\_\_\_\_\_ of the company named herein.

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

My Commission expires:

\_\_\_\_\_  
Resident State:

**ATTACHMENT D**

**CONSULTANT AFFIDAVIT under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned consultant 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 CHATHAM COUNTY 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 consultant will contract for the physical performance of services in satisfaction of such contract only with sub-consultants who present an affidavit to the consultants with the information required by O.C.G.A. § 13-10-91(b). Consultant 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 Consultant

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

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

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

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

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

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

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

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

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

**SUB-CONSULTANT AFFIDAVIT under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned sub-consultant 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 \_\_\_\_\_ (name of contractor) on behalf of CHATHAM COUNTY 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-consultant will continue to use the federal work authorization program throughout the contract period and the undersigned sub-consultant 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 sub-consultant will forward notice of the receipt of an affidavit from a sub-consultant to the consultant within five (5) business days of receipt. If the undersigned sub-consultant receives notice of receipt of an affidavit from any sub-consultant that has contracted with a sub-consultant to forward, within five (5) business days of receipt, a copy of such notice to the consultant. Sub-consultant 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-consultant

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

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

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

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

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

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

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**ATTACHMENT E**

**Affidavit Verifying Status for Chatham County Benefit Application**

By executing this affidavit under oath, as an applicant for a Chatham County, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for a Chatham County contract for \_\_\_\_\_ . [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1.) \_\_\_\_\_ I am a citizen of the United States.

**OR**

2.) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older.

**OR**

3.) \_\_\_\_\_ I am an otherwise qualified alien (8 § USC 1641) or non-immigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.\*

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

Signature of Applicant: \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_

\*

Alien Registration number for non-citizens.

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

Notary Public  
My Commission Expires:

**ATTACHMENT F**

**BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency, State of Georgia, Chatham County, City of Savannah, Board of Education or local municipality. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification – the above information is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Printed or typed Name of Signatory)

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

\_\_\_\_\_

Purchasing Staff Member Verification \_\_\_\_\_

Title \_\_\_\_\_

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

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

**ATTACHMENT G**

**Chatham County  
Minority and Women Business Enterprise Program  
M/WBE Participation Report**

Name of Bidder: \_\_\_\_\_

Name of Project: \_\_\_\_\_ Bid No: \_\_\_\_\_

M/WBE Firm	Type of Work	Contact Person/ Phone #	City, State	%	MBE or WBE

MBE Total \_\_\_\_\_%      WBE Total \_\_\_\_\_%      M/WBE Combined \_\_\_\_\_%

The undersigned should enter into a formal agreement with M/WBE Contractor identified herein for work listed in this schedule conditioned upon execution of contract with the Chatham County Board of Commissioners.

Signature \_\_\_\_\_ Print \_\_\_\_\_

Phone (      ) \_\_\_\_\_  
Fax (      ) \_\_\_\_\_

## ATTACHMENT H

### Guidance Concerning Good Faith Efforts for Chatham County

I. When the County establishes a contract goal, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by M/WBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve an M/WBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient M/WBE participation, even if they were not fully successful.

II. In any situation in which the County requires a bidder to use the good faith efforts, it is up to the County to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain M/WBE participation sufficient to meet the M/WBE contract goal. Mere pro forma efforts are not good faith efforts to meet the M/WBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call, and meeting quantitative formulas is not required.

III. County officials may not require a bidder to meet a contract goal (i.e., obtain a specified amount of M/WBE participation) in order to be awarded a contract, when the bidder makes an adequate good faith effort showing. This rule specifically prohibits County officials from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which the County should consider as part of the bidder's good faith efforts to obtain M/WBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified M/WBEs who have the capability to perform the work of the contract. The bidder should solicit this interest within sufficient time to allow the M/WBEs to respond to the solicitation. The bidder must determine with certainty if the M/WBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by M/WBEs in order to increase the likelihood that the M/WBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate M/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested M/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested M/WBEs. It is the bidder's responsibility to make a portion of the work available to M/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available M/WBE subcontractors and suppliers, so as to facilitate M/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of M/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for M/WBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with



subcontractors, including M/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using M/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract M/WBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from M/WBEs if the price difference is excessive or unreasonable.

E. Not rejecting M/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested M/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested M/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of M/WBEs.

V. In determining whether a bidder has made good faith efforts, County officials may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average M/WBE participation obtained by other bidders, County officials may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

I acknowledge receipt of the Good Faith Effort guidelines.

---

NAME / TITLE

---

SIGNATURE

---

COMPANY

LEGAL NOTICE

CC NO. 168622

Sealed proposals will be received until 5:00 P.M. on MAY 4, 2022 in Chatham County Purchasing and Contracting Department, 1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GA. for: RFP NO. 22-0029-4 “EMERGENCY MANAGEMENT PROGRAM AUGUMENTATION FOR CHATHAM COUNTY EMERGENCY MANAGEMENT AGENCY (CEMA)”

**A PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be conducted at 10:00 A.M. APRIL 20, 2022, in the Purchasing and Contracting Suite C, 1117 Eisenhower Drive, Savannah, Georgia, 31406, to discuss specifications and/or any misunderstandings that may arise. Representatives from Chatham County will be in attendance.

Proposals are due by 5:00 P.M., MAY 4, 2022 and must be mailed or hand delivered to the Chatham County Purchasing Office, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, 31406.

Request for Proposal Packages are available at 1117 Eisenhower Drive, Suite C, Savannah, Georgia, and on the Chatham County Purchasing Web Site <http://purchasing.chathamcountyga.gov>, or by calling Robert Marshall, Senior Procurement Specialist, at [rmarshall@chathamcounty.org](mailto:rmarshall@chathamcounty.org) or (912) 790-1622.

CHATHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND ALL BIDS AND TO WAIVE ALL FORMALITIES. “CHATHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL BIDDERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS”.

  
MARGARET H. JOYNER, PURCHASING DIRECTOR

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SAVANNAH N/P INSERT: Mar.30, 2022

Please send affidavit to:  
Chatham County Purchasing and Contracting Department  
1117 Eisenhower Drive, Suite C  
Savannah, GA 31406  
912-790-1622