



White County

Georgia

REQUEST FOR PROPOSAL

***ISSUING AGENCY
COMMISSIONERS***

WHITE CO BOARD OF

***1235 HELEN HIGHWAY
CLEVELAND GA 30528
PHONE: 706-865-2235
FAX: 706-865-1324***

ISSUE DATE

NOVEMBER 02, 2023

***PRE-PROPOSAL MEETING
TIME
LOCATION***

N/A

***PROPOSAL CLOSING DATE
PROPOSAL CLOSING TIME***

***FRIDAY, NOVEMBER 17, 2023
10:00 AM***

COMMODITY

ROLL OFF CONTAINERS & COMPACTOR

PROJECT NUMBER

2023-RFP-SW110223

1.0 INTRODUCTION

1.1 Purpose of Procurement

The White County Board of Commissioners is requesting sealed proposals from qualified vendors for providing and delivering the following containers and compactor for solid waste operations.

1. 35 – 40 Cubic Yard Enclosed Roll Off (Made for recycling flattened cardboard)
2. 35 – 40 Cubic Yard Enclosed Roll Off with Self-Contained Compactor (Others to Supply 3 Phase Power.)
3. 40 Cubic Yard Open Top Roll Off
4. Two 20 Cubic Yard Open Top Roll Offs

1.2 Proposal Certification

Pursuant to the provisions of the Official Code of Georgia Annotated § 50-5- 67(a), White County certifies that the use of competitive sealed proposals will be practical or advantageous to the County in completing the acquisition described in this document.

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

1.3 Schedule of Events

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

DATE	ACTIVITY
November 02, 2023	Release of RFP
November 14, 2023, 12:00 PM EST	Deadline for written questions
November 15, 2023, 5:00 PM EST	Answers to written questions and addenda posted to website
November 17, 2023, 10:00 AM EST	Proposals Due
December 11, 2023, 4:30pm EST	Tentative Award Date

1.4 Restrictions on Communications

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

1.5 Mandatory Pre-Proposal Meeting

N/A

1.6 Questions & Addenda

All questions concerning this RFP **MUST BE SUBMITTED IN WRITING**, via email to the Public Works Director no later than 12:00 PM, November 14, 2023.

Derick Canupp, Public Works Director
White County Board of Commissioners
675 Truelove Rd.
Cleveland, GA 30528
dcanupp@whitecounty.net

No response to inquiries, other than emails, will be binding upon the County. White County reserves the right to issue written addenda to any inquiries that alter the scope of the RFP. Addenda shall be posted to the county website, www.whitecounty.net under the Bids/RPFs page no later than 5:00 PM, November 15, 2023. A signed copy of any addenda shall accompany submitted proposals. **Contractors are advised to check the website for addenda before submitting their proposals.**

1.7 Contract Term

The bidder should include a tentative timeframe for delivery once contractor is issued a purchase order

1.8 Bonds

Proposal Bonds	Not Required
Payment Bonds	Not Required
Performance Bonds	Not Required

Information regarding bonds to be furnished (if required) is stated in the 6.0 Terms and Conditions section of this proposal document, 6.28 “Proposal Bonds, Performance and payment Bonds.”

1.9 Exception to RFP

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

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

2.0 SCOPE OF WORK

The White County Board of Commissioners is requesting sealed proposals from qualified vendors for providing and delivering the following containers and compactor for solid waste operations.

1. 35 – 40 Cubic Yard Enclosed Roll Off (Made for recycling flattened cardboard)
2. 35 – 40 Cubic Yard Enclosed Roll Off with Self-Contained Compactor (Others to Supply 3 Phase Power)
3. 40 Cubic Yard Open Top Roll Off
4. Two 20 Cubic Yard Open Top Roll Offs

2.1 Definitions

Transfer Station means a facility engineered, designed, constructed, and owned by the County.

Ton means 2,000 pounds

2.2 County Responsibilities

The County will provide an area for unloading Roll Offs in determined areas. For the Roll Off Compactor, the County will provide 3-phase power to the unit to make it operable.

2.3 Contractor Responsibilities

Bidding contractors shall provide requested units of quality material and workmanship. Contractor shall be responsible for submitting specifications of units and provide shop drawings / details of proposed units. Contractor shall be responsive and provide a timely schedule for delivery. Contractor will be responsible for delivery and making sure that unit(s) properly operate.

2.3.1 35 – 40 Cubic Yard Enclosed Roll Off (Made for recycling flattened cardboard)

Contractor to provide a new enclosed 35 – 40 CY Roll Off designed to solid waste industry standards. The Roll Off shall be made in such a way that allows for easy filling of flattened cardboard material and easy unloading from the rear. Loading holes for the cardboard should be made so that it would be difficult to fill with bags of household trash. Unit would be delivered to the White County Convenience Center located at 519 Hulsey Rd., Cleveland, GA.

2.3.2 35 – 40 Cubic Yard Enclosed Roll Off with Self-Contained Compactor

Contractor to provide a new enclosed 35 – 40 CY Roll Off with Self-Contained Compactor. Power supply will be 3- phase and provided by others. The container and compactor shall meet solid waste industry standards. Unit would be delivered to the White County Convenience Center located at 519 Hulsey Rd., Cleveland, GA.

2.3.3 40 Cubic Yard Open Top Roll Off

Contractor to provide a new open top 40 CY Roll Off. (No Compactor) designed to solid waste industry standards. Unit would be delivered to the White County Convenience Center located at 519 Hulsey Rd., Cleveland, GA.

2.3.4 Two 20 Cubic Yard Open Top Roll Offs

Contractor to provide two new open top 20 CY Roll Offs that are designed to solid waste industry standards. Unit would be delivered to

the White County Transfer Station located at 670 Industrial Blvd.,
Cleveland, GA.

2.4 Compliance With Laws

The Contractor(s) shall assume responsibility for obtaining all permits, licenses, and approvals required by any federal, state, or local authority as a contractor in order to perform the services, and that it shall maintain material compliance at all times during the term with any such permits, licenses, or approvals.

Additionally, the Contractor(s) will comply with all laws, rules or regulations applicable to the performance of the services, including environmental laws, and shall observe all regulations established at the Transfer Station and at the Convenience Center.

3.0 MANDATORY REQUIREMENTS

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

3.1 Proposal Requirements

- a. A transmittal letter that states the Proposal is submitted in response to **“Roll Off Containers and Compactor RFP Project# 2023-RFP-SW110223**. Letter must be signed by a person authorized to enter into a contractual agreement on behalf of the submitting firm. Name, title, email address and phone number shall be included for a contact person.
- b. Completed Pricing Proposal, Appendix C, that addresses all elements of the Scope of Work referenced in Section 2 of this RFP, sealed in a separate envelope/package.
- c. Qualifications Information requested in Section 4 of this RFP.
- d. Evidence of Insurance.
- e. Bidder’s Certification (Appendix A)
- a. E-Verify Affidavit (Appendix B)
- g. Signed Addendum (if any)

3.2 Pricing Proposal

The pricing proposal, Appendix C, is to provide White County on how your company charges for the materials and services needed. Pricing should include normal fees associated with the performance of the service specified, including materials, supervision, labor, transportation, delivery, and related costs. The pricing should outline how fees are charged yearly or per usage, what fees are for upgrades or expansion, set-up cost, and recurring cost. The proposal pricing should clearly set forth the basis for fees to be charged.

The Pricing Proposal must be signed by an authorized individual/officer of the firm along with company name and address and printed name of authorized individual/officer.

The Pricing Proposal must be submitted as a separate, sealed envelope/package.

4.0 QUALIFICATIONS INFORMATION

Qualifications information together shall not exceed 20 pages. Provide the following qualifications information:

- a. Business location and officers of the firm (company background)
- b. Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.
 - i. If a public company, include a recap of the most recent audited financial report.
 - ii. If a private company, provide a recap of the most recent internal financial statement; and a letter, on the financial institution's letterhead, stating financial stability.
- c. Business Litigation
 - i. Disclose any involvement by the organization or any officer or principal in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition.
- d. Resumes of key personnel proposed to participate in the project including education background, experience, and employment history.
- e. A complete list of all relevant work performed for public entities within the last five (5) years, including contact names and telephone numbers.
- f. Copies of manufacturer installer certificates (if applicable to RFP). Contractors must be certified resellers of the products they provide and install.
- g. Logistics Plan. Proposers shall submit a brief description of proposed site management logistics including the following items:
 - i. Approach, planning and implementation of project, operation, or services provided
 - ii. Contractor's on site staffing, number of personnel and their primary duties.
 - iii. Space requirements for on-site materials storage.
 - iv. List of proposed subcontractors.
- h. As the above items are to be considered in selection of the Contractor, submission of this information shall be binding on the Contractor and shall not be changed without agreement in writing from the Owner.

5.0 PROPOSAL SUBMISSION AND EVALUATION

5.1 Process for Submitting Proposals

5.1.1 Preparation of Proposal

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

5.1.2 Packaging of Proposal

Mark the outside of the shipping package as follows:

RFP: Roll Off Containers and Compactor

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

Inside the shipping container, the proposal in response to this RFP must be divided into **two separate** and appropriately **labeled** and sealed packages - a Qualifications Proposal and a Pricing Proposal. The inner packages shall be labeled with the submitting firm's name.

1. The contents of the sealed, inner package labeled **“Qualifications Proposal”** will include an original and five (5) copies of each of the following:
 - Transmittal letter referenced under Section 3.1 of this RFP
 - Bidder's Certification (Appendix A)
 - E-Verity Affidavit (Appendix B)
 - All qualifications information referenced under Section 4 of this RFP
 - Proof of Insurance
 - Signed Addendum (if any)

2. The contents of the sealed, inner package labeled **“Pricing Proposal”** will include an original and five (5) copies of each of the following:
 - Completed Pricing Proposal – Appendix C

Do not include price information of any kind in the Qualifications Proposal

5.1.3 Submission of Proposals

Proposals will be received by the White County Board of Commissioners County until 10:00 AM on November 17, 2023. The original and five (5) copies must be mailed, hand-delivered, or express mailed to:

**Jodi Ligon, Finance Director
White County Board of Commissioners
1235 Helen Highway
Cleveland GA 30528**

Any submission received after the due date and time will not be evaluated.

NOTE: Many express mail services do not guarantee overnight delivery times to White County. Any proposal received after 10:00 AM on November 17, 2023, will not be opened.

5.2 Evaluation Process

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

5.2.1 Administrative Review

The proposals will be reviewed by the Finance Director for the following administrative requirements:

1. Submitted by deadline

2. Separately sealed Qualifications Proposal and Pricing Proposal
3. All required documents have been submitted
4. Qualifications Proposal does not include any pricing information
5. All documents requiring an original signature have been signed and are included

5.2.2 Mandatory Requirements Review

Proposals which pass the administrative review will be reviewed to ensure all Mandatory Requirements identified in Section 3.0 are addressed satisfactorily.

5.2.3 Qualifications Proposal Evaluation

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

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

5.2.4 Pricing Proposal Evaluation

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

5.2.5 Oral Presentations

The County reserves the right to invite Proposers to present their qualifications.

5.2.6 Selection of Proposal

Upon completion of the evaluation process, White County will select the proposal that is in the best interest of White County.

5.3 Rejection of Proposals/Cancellation of RFP

White County reserves the right to reject any or all submissions, to waive any irregularity or informality in a submission, and to accept or reject any item or combination of items, when to do so would be to the advantage of the County. It is also within the right of the County to reject

submissions that do not contain all elements and information requested in this document. The County reserves the right to cancel this RFP at any time. The County will not be liable for any cost/losses incurred by the Contractors throughout this process.

6.0 TERMS AND CONDITIONS

6.1 RFP Amendments

The County reserves the right to amend the RFP prior to the proposal due date. All addenda and additional information will be posted to the County's website, www.whitecounty.net, under the Bids/RFPs page no later than 5:00 pm, EST on November 15, 2023. **It is the Proposer's responsibility to check the website for addenda before submitting a proposal. All signed addenda shall be included with the proposal.**

6.2 Agreement and Project Forms

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

6.3 RFP Withdrawal

A submitted RFP may be withdrawn prior to the due date by a signed written request to the Finance Director

6.4 Costs for Preparing RFP

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

6.5 Conflict of Interest

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

6.6 Contractor Selection

White County reserves the exclusive right to determine which Proposer should be awarded the contract. The County also reserves the right to reject any and all RFPs at its discretion, with or without cause.

6.7 Negotiations and Apparent Winner

Prior to award, the apparent winning proposer will be required to enter into discussions with the County to resolve any contractual differences. These discussions are to be finalized within two (2) weeks of notification unless extending the time period is advantageous to the County. Failure to resolve differences will lead to rejection of the contractor's RFP.

The County reserves the right to negotiate modifications and costs with the successful Proposer, provided that no such modifications affect the specifications set forth herein. The contractor shall commence work only after the transmittal of a fully executed contract and a Notice to Proceed document is received from the County.

6.8 Taxes

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

6.9 Compliance with Laws

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

6.10 Non-Collusive Bidding

Contractor shall not prevent or attempt to prevent competition in bidding or proposals by any means whatsoever. Contractor shall not prevent or endeavor to prevent anyone from making a bid or proposal by any means whatsoever, nor shall Contractor cause or induce another to withdraw a bid or proposal for the work. § 36-91-21.

If the contractor is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for or procuring the contract shall also make the oath. If the contractor is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation in bidding for or procuring the contract shall make the oath. If such oath is false, the contract shall be void, and all sums paid by the governmental entity on the contract may be recovered by appropriate action.

6.11 Cancellation

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

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

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

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

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

6.12 Conditions of Materials

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

6.13 Rejection of Submissions/Cancellation of Request for Proposal

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

6.14 Non-discrimination

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

6.15 Payment

Payment terms and invoicing requirements shall be negotiated and defined by the final contract. White County typically pays invoices on a net 30 basis. Invoices for construction related projects are paid on a draw method as negotiated and with a retainage of 5-10% held until all punch list items are completed.

6.16 Insurance

The contractor shall be responsible for his/her work and every part thereof and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this project. The contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the contracted work. The contractor shall, during the continuance of all work under the contract, provide the following:

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount not less than \$1,000,000.00 to protect the contractor from any liability or damages for any injuries (including death and disability) to any of its employees,

- volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be herein after enacted.
2. The Proposer agrees to maintain Comprehensive General Liability Insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the contractor, it's subcontractors, and the interest of the County against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work. The General Liability Insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards where required.
 3. The contractor agrees to maintain Automobile Liability Insurance in an amount of not less than \$500,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
 4. The contractor further agrees to protect, defend, indemnify, and hold harmless White County, its commissioners, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this proposal.
 5. The contractor shall notify the County in writing sixty (60) days prior to change in insurance or cancellation date. The failure of the contractor to deliver a new certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the County.
 6. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, the owner shall have the absolute right to terminate the contract without any further obligation to the contractor. Furthermore, the contractor shall be responsible for the cost of procuring the uncompleted portion of the contract at the time of termination.
 7. Contractual and other liability insurance provided under the contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The contractor shall assume all on the job responsibilities as to the control of persons under its direct employment and of the sub-contractors and any persons employed by the sub-contractors.
 8. The contractor and all sub-contractors shall comply with the Occupational Safety and Health Act of 1970 and amendments as it may apply to this contract.
 9. If the contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the County may be considered. The contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

6.17 Project Coordination

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

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

6.18 Accuracy of Work

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

At any time during the execution of this project or during any phase of work performed by others based on data secured by the contractor under this agreement, the contractor shall confer with the County for the purpose of interpreting the information supplied by the contractor and to correct any errors or omissions. The above consultations, clarifications, and/or corrections shall be made without added compensation to the contractor.

The contractor shall give immediate attention to these changes so there will be minimum delay to others, the contractor shall be responsible for errors and omissions and hold harmless the County and its agents as provided in the agreement.

6.19 Ownership

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

6.20 News Release by Contractor

As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation shall not be made by a contractor without the proper written approval of the County. All proposed news releases shall be routed to the White County Clerk for review and approval.

6.21 Severability

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

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

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

6.22 Drug Free Workplace

By submission of a proposal, the contractor certifies that the provisions of Code Sections 50-24- 1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug Free Workplace Act,” have been complied with in full. The Proposer further certifies that:

1. A drug free workplace will be provided for the contractor’s employees during performance of the contract; and
2. Each contractor who hires a sub-contractor to work in a drug free work place shall secure from that sub-contractor the following written certification: as part of the sub-contracting agreement, Sub-Contractor certifies to the contractor that a drug free workplace will be provided for the sub0contractor’s employees during the performance of this contract pursuant to paragraph (7) of sub-section (b) of Code Section 50-24-3.
3. The contractor further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

6.23 Assignment of Contractual Rights

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

6.24 Indemnity

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

6.25 Appropriation of Funds

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

6.26 Documents Deemed Part of Contract

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

6.27 Open Records

All materials submitted in connection with this Request for Proposal will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America, and the open records policies of the White County Board of Commissioners. All such materials shall remain the property of White County and will not be returned to the respondent.

6.28 Proposal Bonds, Performance Bonds, and Payment Bonds (if required)

A five percent (5%) proposal bond, a one hundred percent (100%) performance bond and/or a one hundred percent (100%) payment bond shall be furnished to White County if stated as a requirement in paragraph 1.8 in the “Introduction” section of this proposal. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury’s publication companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies and have an A.M. Best rating.

6.29 Georgia Security and Immigration Compliance Act

Proposers submitting a response to this Request for Proposal **must** provide the following information in the package to indicate compliance with the Georgia Security and Immigration Compliance Act. The form is provided for completion, Appendix B.

Appendix A

BIDDER'S CERTIFICATION
Solid Waste Transfer Station Operation RFP
Project# 2023-RFP-SW102623

Date of Proposal _____

I certify that this Proposal is submitted without prior understanding, agreement or connection with any corporation, firm or person submitting a Proposal for the same goods/services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Bidder Information

(Type or Print)

Name and Mailing Address

(Where to Send Payment)

Name of Company

Name of Company

Address

Address

City, State, & Zip Code

City, State, & Zip Code

Phone Number

Phone Number

Fax #

Email Address

Tax ID Number

OR

Social Security Number

Name & Title of Person Authorized to Sign

Name

SIGNATURE

Title

**Proposals or Bids not signed shall be declared as "Non-Responsive"
and may not be considered for award**

Appendix B

E-Verify Affidavit

Georgia Security & Immigration Compliance (GSIC) Act **(CONTRACTOR) E-VERIFY AFFIDAVIT AND AGREEMENT**

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, *stating affirmatively that the individual, firm, or corporation which is contracting with the White County Commissioner has registered with and is participating in the federal work authorization program known as "E-Verify", web address <https://e-verify.uscis.gov/enroll/>* operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 [(IRCA), P.L. 99-603], *in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.* The undersigned Contractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the White County Commissioner, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees the Contractor will advise the White County Commissioner of the hiring of a new subcontractor and will provide White County Commissioner with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Contractor also agrees to maintain all records of such compliance for inspection by White County Commissioner at any time and to provide a copy of each such verification to the White County Commissioner at the time the subcontractor(s) is retained to perform such services.

E-Verify Employment Eligibility Verification User identification Number

Date of Authorization to Use Federal Work Authorization Program

NAME OF CONTRACTOR

Title of Authorized Officer or Agent of Contractor

Signature and Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires:_____

** As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA). Authority O.C.G.A. § 13-10-91. History: Original Rule entitled "Contractor Affidavit and Agreement" adopted F. May 25, 2007; eff. June*

