



REQUEST FOR PROPOSALS RFP 2025-16

Habersham County Board of Commissioners is soliciting proposals for: Trash Clean-up Detail for Habersham County Roads and Right-of-Ways	
RFP Released	February 5 th , 2025
Mandatory Pre-Bid Meeting*	February 19 th , 2025 at 10:00 AM EST
Deadline for Proposal Questions	February 21 st , 2025 by 10:00 AM EST
Proposals due	February 26 th , 2025 by 10:00 AM EST
Tentative Award Date	March 18 th , 2025 BOC Meeting

*The mandatory pre-bid meeting will be held on Wednesday, February 19th, 2025 at 10:00am EST in the Board of Commissioners Meeting Room, Room 211, located on the main level at 130 Jacob's Way, Clarkesville, GA 30523.

SUBMIT PROPOSALS TO:

Habersham County
Purchasing, Finance Department
"Trash Clean-Up Detail"
130 Jacobs Way, Suite 302
Clarkesville, GA 30523
purchasing@habershamga.com
706-839-0200



**Office of County Commissioners
RFP 2025-16 Trash Clean-Up Detail for County
Roads and Right-of Ways
Proposals Due February 26th, 2025
No later than 10:00AM EST**

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County Roads and Right-of Ways**

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Submittal Requirements

Each bidder must submit their proposal, enclosed in a sealed envelope or box, and marked with the bidders' name, address and labeled: **Trash Clean-Up Detail** and addressed to:

Courier Service (FedEx, UPS), USPS, or Hand Delivery:

Habersham County Government
Purchasing, Financial Department
"Trash Clean-Up Detail"
130 Jacob's Way, Suite 302
Clarkesville, GA 30523

Proposals shall be received no later than **10:00 AM, Wednesday, February 26th, 2024** at Habersham County's Administration Building at 130 Jacobs Way, Clarkesville, GA 30523, at which time and place all proposals will be publicly opened and acknowledged. Electronic proposals will not be accepted.

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:00 AM and 5:00 PM, Monday through Friday, to the Board of Commissioners' Office, Room No. 302 located on the top floor, excluding holidays observed by the Habersham County Board of Commissioners. For a complete listing of holidays, please visit <http://www.habershamga.com>.

Qualifications and Experience

Proposals must provide the following information to establish the qualifications and experience of the Bidder:

1. Certification that the Bidder or its officers or any predecessor companies are not under any part of the Bankruptcy Act nor ever filed under the Bankruptcy Act within the previous seven years.

Terms & Conditions

1. Changes: No change will be made to this Request for Proposals except by written modification by the County Purchasing Office. Requests for interpretation or changes must be in writing and received at least (10) ten calendar days prior to the time set for opening of the proposals.
2. Signing of Proposal: Failure to sign your proposal in "original form" will force your bid to be declared as "non-responsive" and not considered for award.
3. Bid Acceptance Time: Bids requiring acceptance by the County in less than ninety (90) calendar days could be rejected, unless so stated and accepted by the County.
4. Bid Identification: All bids submitted as a result of this Request for Proposals must be returned in a sealed envelope with the following information in the lower left-hand corner of the envelope: **RFP Number / opening date.**
5. Withdrawal of Bids: Bids may be withdrawn by written request only if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of ninety (90) days after time has been called on the date of opening.
6. Bonds: (If Applicable)
 - 6.1. Bid Bond: Bid Bonds will be required for any project or services rendered over \$100,000.00 annually.
 - 6.2. Payment and Performance Bonds: Habersham County will require the successful bidder to furnish a Payment and a Performance Bond, each in an amount not less than (100%) one hundred percent of the total bid amount awarded prior to being issued a "notice to proceed" once a Guaranteed Maximum Price has been determined under a contract issued as a result of this Request for Proposals. Bonds must be submitted within (15) fifteen calendar days after being furnished with a "notice of award" or upon determination of Guaranteed Maximum Price. Upon receipt of Payment and Performance Bonds, the successful bidder's payment/performance bond will be returned. All bonds must be written on a surety company licensed to do business in Georgia. Failure to supply bonds will force your bid to be declared "non-responsive" and not be considered for award.
7. Site Inspections: The County will assume no responsibility for representations or understandings concerning conditions made by its officers or employees unless included in this request for proposal. The site inspection/pre-bid meeting is a **mandatory** requirement to submit a proposal if applicable.
8. Award of Contract: Award will be made to that responsible bidder whose bid, conforming to the request for proposals, will be most advantageous to the County; price and other factors considered. The County reserves the right to reject any and/or all bids submitted and to waive any technicalities or minor irregularities in bids received. A written award mailed (or otherwise

furnished) shall be deemed to result in a binding contract without further action by either party. Contract (s), if awarded, will be on a lump sum basis or individual item basis, whichever is found to be in the best interest of Habersham County.

9. Non-Discrimination:

9.1. Non-Discrimination: The vendor assures to provide services in a manner that does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained service animal.

9.2. Americans with Disabilities Act (ADA): The vendor agrees to comply with Habersham County's ADA notice and procedures. They are available upon request and are accessible on Habersham County's website. Anyone who requires accommodation to access Habersham County's services or programs because they have a qualified disability may contact Habersham County's ADA Coordinator at 770-531-6952, 48 hours prior to the scheduled event or as soon as possible.

10. Exceptions to Specifications: Any award resulting from this request for proposals shall bind the proposer to all terms, conditions, and specifications set forth in this request for proposals. Proposers whose proposals do not conform should note on separate page if necessary and/or on the bid schedule. While the County reserves the right to make an award to a nonconforming proposer, when in the best interest of the County, such awards will not be readily made, and proposers are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by the proposer unless it is properly set out as provided above. No exception will be deemed to have been taken by the County unless incorporated in an award resulting from this request for proposals and so stated.

11. Proposal Results: Interested parties may request, in writing, a bid tabulation after award of RFP has been approved by Board of Commissioners.

12. Payment: Payments will be made upon all items completed each month or completion of all work and acceptance by County on invoices submitted and approved by the appropriate County representative. All invoices must have a Purchase Order (PO) number.

12.1. Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (HB 837; 13 OCGA Chapter 11 et seq.).

13. Retainage: Retainage will be held in compliance with Georgia law. Habersham County normally holds 10% retainage until 50% completion, then 5% retainage throughout the remainder of the project and will release retainage at the point of final completion and final acceptance by the County.

14. Discounts: Prompt payment discounts offered for a period of less than fifteen (15) days will not be considered in determining the low proposer on this request for proposals. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payments, will be computed from the date of acceptance of work for which payment is claimed, or the date the correct invoice is received by the County, whichever is later.

15. Inquiries Regarding Payment: All inquiries regarding payment of **invoices are to be directed to Accounts Payable at purchasing@habershamga.com**, or mailed to the following address:

Habersham County Board of Commissioners
Financial Services Department
Attn: Accounts Payable
130 Jacob's Way, Suite 320
Clarkeville, Georgia 30523

16. Execution of Contract: Subsequent to the award, the successful proposer will be presented with a contract. Contract is to be executed within ten (10) calendar days of “**Notice of Award.**” The date of presentation shall be deemed to be the postmark date. The successful proposer’s proposal and this request for proposals shall be incorporated into the contract, except to the extent that this request for proposals conflicts with the contract, in which case the provisions of the contract shall take precedent.
17. Certificate of Insurance: The professional agrees to procure all of the insurance specified below:
 - 17.1. Workers’ Compensation Insurance for all employees who are engaged in the work under the contract.
 - 17.2. Public Liability and Motor Vehicle Liability Insurance: The professional shall take out and maintain during the life of this contract, such public liability and motor vehicle liability insurance as shall protect him while performing work covered by this contract from claims for damages which may arise from operations by himself or by any other person directly or indirectly employed by him and the amounts of such insurance shall be as follows:
 - 17.2.1. Public Liability Insurance in an amount not less than \$1,000,000.00 on account of one occurrence.
 - 17.2.2. Motor Vehicle Liability Insurance on all motor vehicles owned, leased or otherwise used by the professional in an amount not less than \$500,000.00 (combined single limit) for bodily injury including death and property damage combined.
 - 17.3. Professional Liability Insurance: The professional shall procure and maintain during coverage in the amount not less than \$1,000,000.00.
 - 17.4. The insurance company must be licensed to do business in the state of Georgia.
 - 17.5. The professional shall furnish to Habersham County, a certificate of insurance covering the work as required above as evidence that the insurance required will be maintained in force for the entire duration of the work performed under this agreement.
 - 17.6. The cancellation of any policy of insurance required by this agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in OCGA 33-24-44.
 - 17.7. Each policy of insurance required under this agreement shall provide for notice requirements under the laws of the State of Georgia as set forth in OCGA 33-24-44

and by endorsement shall provide that the County will receive a copy of said notice of cancellation.

17.8. A certificate of insurance with a cancellation provision which provides for less notice than that required by OCGA 33-24-44, or which provides that failure to give the written notice will not impose any responsibility upon the insurer, will be considered as an endorsement of the referred to in the certificate and shall constitute a basis for insurance rejection of the insurance by the county.

17.9. In addition to its agreement to obtain and maintain the insurance as set forth herein above, the professional agrees to indemnify and hold harmless the County, its officers, agents and employees from any and all claims against the county, its officers, agents, and employees, which arise out of any act or omission of the professional or any consultant employed by the professional or any of their officers, agents or employees, and any and all claims which result from any condition created or maintained by the professional or any consultant employed by the professional or any of their officers, employees or agents, which condition which a result of work performed under the contract.

18. Cancellation of Insurance: If the insurance is canceled, the Contractor shall deliver to the Owner new policies of insurance. Should the Contractor neglect to obtain and maintain in force such insurance and deliver such policy or policies, then it shall be lawful for the Owner to obtain and maintain such insurance.

19. Inclusion: All items and/or services standard, expected, necessary, and/or routine to such a project as this and not actually stated in this request for proposals will be the responsibility of the successful proposer to provide at no other cost to the county unless so stated on the successful proposer's proposal as additional cost items and accepted by the county at the time of the award and/or contract.

20. Regulatory Agencies: Successful proposer will be responsible for all required permits or license required by regulatory agency of the city, county, state, or federal governments. Further, successful proposer will be responsible for meeting all requirements of any regulation (s) or guideline (s) of any of the said governments or any independent agency recognized by said governments as publisher of any such regulation (s) or guideline (s).

21. Independent Contractors: The proposer represents to Habersham County that he/she is fully experienced and properly qualified to perform the functions provided herein and that he/she is properly equipped, organized, and financed to perform such functions. The proposer shall finance his/her own operations hereunder, shall operate as an independent contractor and not as an agent of Habersham county and nothing contained in this request for proposals or a contract resulting from same shall be construed to constitute the proposer or any of his/her employees, servants, agents, or subcontractors as a partner, employee, servant, or agent of the county nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.

22. Assignment of Contractual Rights: It is agreed that the successful proposer will not assign, transfer, convey, or otherwise dispose of a contract that results from this request for proposals or his/her right, title, or interest in or to the same, or any part thereof, without written consent of the County.

23. **Starting Time:** Work will commence within ten (10) calendar days after being issued a “**Notice to Proceed**” on the project and commence in a routine, orderly manner until completion and acceptance by the county.
24. **Change Orders:** Any and all change order requests by the successful bidder must be approved through the Habersham County Purchasing Policy. Any work performed outside the contract agreement for which compensation over and above the agreement occurs; there must be an accompanying approved change order. If work is done before change order approval, the change may be rejected or denied for compensation.
25. **Indemnity:** Successful proposer agrees, if entering into a contract as a result of this request for proposals, to defend, indemnify, and hold harmless Habersham County from any and all courses of action or claims of damages arising out of or related to the proposer’s performance or actions or those of his/her employees or agents, under said contract.
26. **Termination:** Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this request for proposals, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Board of Commissioners of Habersham County, Georgia on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the board in a public meeting and such action entered in the official minutes of the Habersham county commission.
27. **Appropriation of Funds:** Initial contract and any continuation contract (s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County’s obligations under said contract (s).
28. **Cancellation for Cause:** Should either party fail to comply with the terms and conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non-compliance to the terms and conditions of this contract. The other party shall have fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of thirty (30) calendar days following the date of the initial letter of complaint.
29. **Changes to Contract:** No change will be made to this contract except by written modification by the Contracts Administrator.
30. Information provided within the bidder’s proposal are subject to open records request per Georgia Law. For more information, please visit <https://www.habershamga.com/open-records-request.cfm>.
31. Habersham County follows the purchasing policies and procedures adopted on December 14, 2015 through Habersham County Ordinance to Chapter 1; Article 4, Division 2.
 1. Reference:
http://www.habershamga.com/document_center.cfm?fid=339&synDC=1; Finance Department Policies; for complete document.

Scope of Work General Guidelines

PROJECT SCOPE: Habersham County is seeking qualified contractors to provide trash clean-up services along various county roads and right-of-ways. The objective of this request is to enhance the aesthetic quality and safety of the county's roads and improve the environmental condition by reducing litter and debris.

I. **Services to be Provided:**

- Removal of trash and debris along designated roads and rights-of-way within Habersham County.
- Transporting collected waste to designated disposal facilities.
- Sorting and separating recyclable materials, if required.
- Any additional necessary tasks to ensure clean, safe, and well-maintained public spaces.

1. **Service Areas**

The clean-up will cover various roads and rights-of-way, including, but not limited to:

- Main highways
- Secondary roads
- Local streets
- Medians, shoulders, and ditches

A list of roads and specific areas will be provided to the selected contractor.

2. **Frequency & Scheduling**

The County anticipates needing trash clean-up on a bi-weekly basis, with the option for additional frequency depending on seasonal conditions or budgetary adjustments. Contractors should propose a schedule that ensures all work is completed efficiently and with minimal disruption to traffic.

3. **Safety Requirements**

All personnel working on County roads must wear proper safety gear, including but not limited to high-visibility vests, gloves, hard hats, and any other equipment necessary to ensure safe operation in a roadside environment. Compliance with all local and federal safety standards is required.

4. **Equipment and Personnel**

The contractor is responsible for providing all necessary equipment, including but not limited to:

- Vehicles suitable for transporting work details and equipment to and from the location or locations of the work.

- Pickup trucks or trailers for waste removal
- Tools and/or equipment for picking up large debris
- Any required safety and personal protective equipment (PPE)
- Trash bags

5. Waste Disposal

The contractor is responsible for disposing of all collected materials at designated waste disposal or recycling facilities. All work must adhere to local waste management regulations.

6. Reporting & Documentation

The contractor must provide weekly progress reports detailing the areas cleaned, total volume of waste collected, and any issues encountered. These reports should be submitted to the County’s Public Works office, attn: Mr. Mac Koon.

No proposal shall be withdrawn for a period of sixty (90) days from date of bid opening.

Addendums	Signature
Addendum 1	
Addendum 2	
Addendum 3	
Addendum 4	
Addendum 5	

Contents of Proposal and Submission

Proposal Submission

Economy of Presentation. Each Proposal shall be prepared simply and economically, providing straight-forward, concise delineation of the Offeror’s capabilities to satisfy the requirements of this RFP. Colored displays and promotional materials are not required or encouraged. Each Proposal must emphasize completeness and clarity of content. To expedite evaluation of Proposals, it is essential that Offerors follow the format and instructions contained herein.

Form of Submittal. Proposals will be submitted and evaluated in three (3) components: Technical Proposal, Cost/Fee Proposal, and Financials on or before February 26th, 2025 at 10:00 AM. A Proposal received after this date and time or at any other location will not be accepted or considered. The County is not responsible for delays caused for any reason. It is the Offeror’s sole responsibility to submit its Proposal before the required deadline. Hard copy, electronic and facsimile submittals will not be accepted.

Proposal Contents

Offerors shall arrange their Proposals as set forth below and in Section 4.

RFP Section	Title	Page Limits
I	Capabilities and Approaches	12 pages total
	Executive Summary	1 page
	Table of Contents	1 page
	Business Approach and Plan	12 pages
II	Past Performance	8 pages
III	Cost/Price Proposal	3 pages
IV	Financials	No limit

Section I. Capabilities and Approaches (12 pages)

Detailed instructions for the preparation of Section I are presented below and are crafted to address each of the most important requirements listed above. Offerors are cautioned to pay particular attention to these instructions when organizing and developing Proposal content.

Section I shall be organized as follows:

- a. Executive Summary (1 page). The Executive Summary shall be a concise summary of the Proposal, including significant risks and highlights of key or unique features, excluding cost/price. Any summary material presented here shall not be considered as meeting the requirements for any portions of other parts of the Proposal.
- b. Table of Contents (1 page)
- c. Business Approach and Plan (12 pages). Describe your overall approach and processes to perform the requirements of this RFP. Describe Offeror's processes to plan and schedule work, track, and control cost, identify and manage risk and monitor performance to ensure consistent, high-quality services are delivered to the County and its residents. Describe Offeror's approach to identify, track, and resolve customer concerns. Provide a summary of program goals for the proposed maximum five (5) year contract period, including Offeror's approach to measure performance. Describe Offeror's plan to implement programming at the Gymnastic Center to include individual and/or group lessons, tournaments, events, school play, and other activities to assure the best overall, well-rounded program for the community. Describe how Offeror will, at its expense, keep and maintain the HPGC in good operating, usable, and sanitary order. Please refer to Responsibilities of the Gymnastics Center Operator in Section 2 for more detailed information to consider when preparing the Business Plan.

The Business Plan is a comprehensive description of the planned manner and use of the HPGC with emphasis on strategic planning and vision, operations and safety, financials, marketing, and services/product. The Business Plan must include, but is not necessarily limited to, the following:

- i. An Executive Summary: business concept, current status, program goals and performance measures, financial needs
- ii. The Offeror's plan for assuming ownership of the HCGC and accomplishing the work and requirements set forth in the RFP
- iii. The Offeror's proposed schedule of programming, including overview of the types of programs offered
- iv. Offeror and staff organizational charts and staffing plan for the HCGC
- v. Proposed hours of operation
- vi. Equipment and furnishings purchase price

Section II. Past Performance (8 pages)

In Section II, the Offeror shall demonstrate that the Offeror has experience and expertise with the subject matter and have demonstrated performance of work that is similar in type and scope as the project described in this RFP.

Provide examples of current or previous operations. Provide an overview of the facility, number of years the Offeror managed the operation and the scope of work. Include a detailed summary of past performance for each example, including years of experience, overview of facility, programming and participation numbers, annual growth, scholarships, and other relevant information. Include contact information for a reference, including name, title, e-mail address, and phone number.

Section III. Cost/Purchase Proposal

The Cost/Purchase Proposal must be submitted in a separate sealed envelope from the Contents of the Proposal.

Section IV: Financials

Offeror shall provide three (3) years of audited financial statements. The County will inspect and examine the audited financial statements as a part of its formal evaluation process. Confidential financial documentation must be clearly labeled "CONFIDENTIAL" on each page Offeror considers confidential. The County will review and subsequently destroy all financial documents labeled as "CONFIDENTIAL".

Evaluation Process

General Information

The RFP and Proposals will enable the County to gather additional information and identify a qualified Offeror to perform the services described in the Scope of Services and specifications. The County will conduct a comprehensive, fair and impartial evaluation of all proposals received. An evaluation committee will be established by the County to evaluate the Proposals ("Evaluation Committee"). The County reserves the right to determine that no qualified Proposals have been received and reject all Proposals.

Best Value Evaluation

The County will evaluate Proposals and select the Proposal that represents the best value for the County. By submission of its Proposal, the Offeror accedes to all requirements of this procurement, including terms and conditions, representations and certifications and technical requirements. Failure to meet a requirement may result in a Proposal being determined technically unacceptable.

Administrative Review

All Proposals received will be reviewed by the Purchasing Office, a division of the County's Finance Department, to ensure that all administrative requirements of the RFP package have been met by the Offerors. Each Proposal shall be reviewed to ensure that the Offeror has followed all guidelines for Proposal submittal including, but not limited to: submission of a separately packaged Technical Proposal, Cost/Fee Proposal and Financials; only technical information is included in the Technical Proposal; only cost information is included in the Cost/Fee Proposal; and all documents requiring a signature have been signed and included. Failure to meet these requirements may be cause for rejection of a Proposal. All Technical Proposals that meet the administrative requirements will then be turned over to the Evaluation Committee for further consideration.

D. Scoring of Proposals

Evaluation Criteria

Proposals will be evaluated based on the following criteria:

- Experience & Qualifications (30%)

The bidder's experience with similar projects, the qualifications of their team, and their ability to manage and execute the scope of work.

- Proposed Approach (25%)

The clarity and thoroughness of the proposed methodology, including safety measures and scheduling flexibility.

- Cost (25%)

Competitiveness and transparency of the cost proposal, including any options for varying levels of service.

- References & Past Performance (20%)

Feedback from past clients on the contractor's reliability, work quality, and ability to meet deadlines.

Cost/Fee Proposal. Cost/Fee Proposals will be evaluated separately from Technical Proposals. While the Cost/Fee Proposal is important to the County, cost will not be the sole determining factor in selecting an Operator. This is a best value evaluation, and the County reserves the right to award based on considerations other than the best Cost/Fee Proposal.

The County reserves the right to negotiate with one (1) or more Offerors should the County deem it is in its best interest to negotiate. To facilitate negotiations, the County reserves the right to revise and/or alter the Project scope. The County reserves the right to suspend negotiations with one (1) Offeror and to enter into negotiations with another Offeror.

Submission of a Proposal indicates the Offeror's acceptance of the described evaluation methodology and the Offeror's recognition that some subjective judgments must be made by the County.

Financials. Financials will be reviewed to establish the Offeror's financial stability. The Offeror must provide evidence that the Offeror has the financial capability to undertake this Project.

Formal Interviews and Presentations

After the initial Proposal evaluation, one (1) or more Offerors may be invited to meet with members of the Evaluation Committee for a formal interview. At the County's discretion, selected Offerors may be interviewed and re-evaluated based upon additional information received in these meetings against criteria stated in this RFP. Offerors may be asked to provide the Evaluation Committee with supplemental information regarding demonstrated competence and qualifications, feasibility of implementing the Project as proposed, ability to meet schedules, costing methodology, or other factors as appropriate.

Any information requested by the Evaluation Committee subsequent to submission of the Offeror's Proposal will be used to further evaluate the selected Offerors to determine a rank-order. Final approval of a selected Offeror is subject to the County's Purchasing Policies and the approval of the County's governing body.

Formal interviews and presentations are anticipated to be held on the date(s) set forth in Section 8. Each Offeror invited for formal interview will be contacted with a scheduled appointment time.

Negotiation and Best and Final Offer (as applicable)

If the County deems it is in its best interest to retain the services of one (1) or more Offerors, the County reserves the right to negotiate a revised scope and/or fees. Negotiations will encompass all phases of work, including but not limited to: hourly rates, fees for services, markups for overhead and profit on subcontractors, a "not to exceed" contract amount, as well as any other items the County deems appropriate.

If negotiations are successful, the County and the successful Offeror will enter into an agreement to develop the services as outlined in this RFP. If an acceptable agreement cannot be reached between the County and the successful Offeror, the County may choose to negotiate with other Offeror(s).

Separate meetings with more than one (1) Offeror may be conducted during the same time frame; however, negotiation sessions with an Offeror will not be held in the presence of another Offeror.

"Best and final offer" is an option available to the County under the RFP process, which permits the County to request a "best and final offer" from one (1) or more Offerors if additional information is required to make a final decision. Offerors may be contacted to request that they submit their "best and final offer," which must include any and all discussed revisions.

Offerors submitting Proposals should be aware that the Evaluation Committee has sole discretion to determine what constitutes the "best value and offer" for the County. Consequently, Offerors are urged to submit their best possible terms in their original submittal.

Questions and Interpretations

No inquiries or interpretation of meaning concerning this Request for Proposal will be made to any interested party orally. Every inquiry or request for interpretation should be made in writing via e-mail. All inquiries and requests for interpretation should be sent via e-mail to purchasing@habershamga.com. All questions and all answers will be posted on the website www.habershamga.com. It will be the responsibility of interested parties to periodically check the website for any new information.

SAMPLE CONTRACT

STATE OF GEORGIA

CONTRACT RFP 2025-16

COUNTY OF HABERSHAM

Trash Clean-up Detail for Habersham County Roads and Right-of-Ways

This agreement made and entered into this the _____ day of _____, 2025, by and between the Board of Commissioners of Habersham County, Georgia (Hereinafter referred to as "County") and **Selected Vendor** hereafter referred to as "Contractor").

Witnesseth:

Whereas the County intends to contract to provide for Trash Clean-Up Detail for Habersham County Roads and Right-of-Ways – RFP 2025-16, herein referred to as the "Project" and has entered into an agreement for the necessary services provided by the project and whereas, the Contractor desires to perform the project and for the contract costs as detailed.

Habersham County's RFP 2025-16 issued on February 5th, 2025, the Bidder's response (All originals are on file in the Habersham County Purchasing Department, 130 Jacob's Way Clarkesville, GA 30523), and this contract are all incorporated into and made a part of this agreement by reference.

\$\$\$\$

Attachments: All terms and conditions; Contractor's Bid response; Contractors cost data

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. It is hereby declared to be the intent of the parties to this agreement to provide for separate and divisible parts, and to hereby adopt any and all parts hereof as may not be held invalid for any reason.

In witness whereof, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our presence this _____ day of _____, 2025

Notary Comm. Exp.

Habersham County, Georgia

By: _____
Jimmy Tench
Chairman, Board of Commissioners

Subscribed and sworn to in our presence this _____ day of _____, 2025

Notary Comm. Exp

Contractor
By: _____

Title



HABERSHAM COUNTY

GEORGIA | Est. 1818

Office of County Commissioners

130 Jacobs Way, Suite 302, Clarkesville, GA 30523

706-839-0200

www.habershamga.com

Contact Sheet

Request for Proposal 2025-16

**Trash Clean-Up Detail for Habersham
County Roads and Right-Of-Ways**

Quoting Company Name:	
Company Representative:	
Company Address:	
Company Phone Number:	
Representative Phone:	
Representative Email:	

I agree to all terms and expectations of the above quote specifications and hereby submit this as our official bid.

Signature of authorized company representative Date

References

Proposers should include a list of references as part of their proposal submission. Proposers are required to demonstrate successful performance of the proposed turnout gear and customer service level by submitting references from three (3) user departments during the past three (3) years.

1. Company Name _____

Contact Person _____

Telephone _____ E-Mail Address _____

2. Company Name _____

Contact Person _____

Telephone _____ E-Mail Address _____

3. Company Name _____

Contact Person _____

Telephone _____ E-Mail Address _____

*If there is anything else you would like to explain, please leave your comments below:

DRUG- FREE WORKPLACE

STATE OF GEORGIA
HABERSHAM COUNTY

RFP 2025-16
TRASH CLEAN-UP DETAIL FOR HABERSHAM
COUNTY ROADS AND RIGHTS-OF-WAY 2025

I hereby certify that I am a principle and duly authorized representative of

Whose address is

And that:

1. The provisions of Section 50-24-1 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and,
2. A drug-free workplace will be provided for the contractor's employees during the performance of the contract; and,
3. Each subcontractor hired by the Prime Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Prime Contractor shall secure from the subcontractor the following written certification: "As a part of the subcontracting agreement with _____ certifies to the Prime Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia annotated Section 50-24-3" : and
4. It is certified that the undersigned will not engage in unlawful manufacture, sale distribution, possession, or use of an uncontrolled substance or marijuana during the performance of the contract.

Signature of authorized company representative

Date

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF _____

COUNTY OF _____

Owner, Partner or Officer of Firm, _____
Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any office of Habersham County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of Habersham County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME _____

PRINTED NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me this _____ day of 20__

NOTARY PUBLIC

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Habersham County. The bidders may be declared, by Habersham County, ineligible for further contracts with Habersham County until satisfactory proof of intent to comply shall be made by the vendor. The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

FIRM NAME

PRINTED NAME

SIGNATURE

TITLE

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
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5	8	-	6	0	0	1	4	9	5				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Office of County Commissioners
555 Monroe Street, Unit 20, Clarkesville, GA 30523
706-839-0200 Fax: 706-839-0219
www.habershamga.com

**STATE OF GEORGIA  PROGRAM VENDOR/CONTRACTOR
AFFIDAVIT AND AGREEMENT**

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

By executing this affidavit, the undersigned contractor verifies it's 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 Habersham 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 contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. 13-10-91 (b). Contractor hereby attests that its federal work authorization user identification number and date are as follows:

EEV / Basic Pilot Program User ID Number (E-Verify)

FURTHER AFFIANT SAYETH NOT.

BY: Authorized Officer or Agent Signature

Contractor Address

Title of Authorized Officer or Agent of Contractor Above

Company / Contractor Name

Contractor City, State, Zip Code

Date of Contract between Contractor and Habersham County

Sworn to and subscribed before me

This _____ day of _____, 20____

Notary Public

My commission expires: _____

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV I 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).