

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Contract between Habersham County and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS)

DATE: 06/03/2026

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: 06/15/2024

PURPOSE:

Seek commission approval of renewing the contract between the Georgia Emergency Management and Homeland Security Agency and Habersham County acting through the HC BOC and its Department of Emergency Services” to provide evacuation transportation assistance.

BACKGROUND / HISTORY:

- a) This is a renewal of the current agreement for Habersham County Emergency Services to provide evacuation services if needed.
 - b) Natural or man-made events may cause the need for persons in hospitals, nursing homes or other residential-type structures to be moved to an area of safety.
 - c) As part of the Emergency System in the State of Georgia, we are responsible for assisting if possible.
 - d) Habersham County can bill GEMA/HS for the services as outlined in the contract.
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FACTS AND ISSUES:

- a. This is a renewal of a previously existing agreement.
 - b. b) The original agreement listed Habersham County Emergency Services as the “Contractor” and this is altered in the current contract to read “Habersham County acting through the HC BOC and its Department of Emergency Services”
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OPTIONS:

- 1) Approve recommendation:
 - 2) Deny recommendation:
 - 3) Commission defined alternative:
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RECOMMENDED SAMPLE MOTION:

Motion to approve the contract between the Georgia Emergency Management and Homeland Security Agency and Habersham County acting through the HC BOC and its Department of Emergency Services” to provide evacuation transportation assistance when needed and feasible.

DEPARTMENT:

Prepared by:

Jeffrey D. Adams

Director: __

Jeffrey D. Adams_____

**ADMINISTRATIVE
COMMENTS:**_____

_____ **DATE:** _____

County Manager

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

BRIAN P. KEMP

GOVERNOR



JAMES C. STALLINGS

DIRECTOR

Agreement for Vulnerable Population Evacuation Transportation Services

The Georgia Emergency Management and Homeland Security Agency (“GEMA/HS”) seeks vendors to provide motor coach, paratransit, and ambulance evacuation transportation services in the event of a disaster situation within the State of Georgia. It is expected that this Agreement would be activated only during a Governor's declared State of Emergency. It is expected that there will be multiple awards of this Agreement, and vendors may be selected on any or all types (motor coach, paratransit, ambulances) of vehicles.

Questions concerning the Agreement can be directed by email to Brandin Gillman-Clark at 404-304-4253 or brandin.gillman@dph.ga.gov, Peki Prince at Margaret.prince@dph.ga.gov, or Sharon Peavy at sharon.peavy@gema.ga.gov or by telephone at 404-635-2104. Any questions related to the E-Verify process should be directed to www.dhs.gov/e-verify or call 1-888-897-7781.

The following enclosures are attached and incorporated herein as the Agreement for Vulnerable Population Evacuation Transportation Services hereinafter be referred to as the "Agreement"

1. Agreement for Services;
2. Exhibit A: Scope of Work;
3. Exhibit B: Anticipated Rates of Reimbursement for Agreed Transportation Services;
4. Exhibit C: Immigration and Security Form (Georgia Security and Immigration Compliance Act Affidavit: Vendor Affidavit);
5. Exhibit D: Immigration and Security Form (Georgia Security and Immigration Compliance Act Affidavit: Subvendor Affidavit); and
6. Exhibit E: Immigration and Security Form (Georgia Security and Immigration Compliance Act Affidavit).

EXHIBIT A

AGREEMENT

BY AND BETWEEN

THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

AND

HABERSHAM COUNTY EMERGENCY SERVICES

This Agreement made and entered into by and between the Georgia Emergency Management and Homeland Security Agency (“GEMA/HS”), whose address is Post Office Box 18055, Atlanta, Georgia 30316, and the HABERSHAM COUNTY EMERGENCY SERVICES (“Vendor”), whose address is 4263 Hollywood Hwy., Clarkesville, GA 30523. (collectively, the “Parties,” and individually, a “Party”). The Parties hereby agree as follows:

1. **Employment of Vendor** GEMA/HS hereby agrees to engage the Vendor, and the Vendor agrees to perform these services hereinafter set forth in fulfillment of the responsibilities of GEMA/HS.
2. **Scope of Services.** Vendor will provide evacuation transportation assistance. A detailed description of the Scope of Work is attached as Exhibit A. No work may be accomplished by Vendor and no expense may be incurred by GEMA/HS without the express written consent of GEMA/HS in the form of a Purchase Order.
3. **Time of Performance.** The initial term of the Agreement is for one (1) calendar year and shall begin and end on the dates specified herein (to begin no earlier than July 1st), unless terminated earlier in accordance with the applicable terms and conditions. GEMA/HS shall have four (4), one (1) year options to renew, which options shall be exercisable at the sole discretion of GEMA/HS. Renewal for licensed services will be accomplished through the annual completion of the GEMA Vulnerable Population Transportation Agreement within the LMS platform. Renewal for NET, Motorcoach, and Coastal Regional Commission will be through the issuance of a Notice of Amendment. In the event the Agreement shall terminate or be likely to terminate prior to the making of an award for a new Agreement for the identified products and/or services, GEMA/HS may, with the written consent of the awarded supplier, extend the Agreement for such period of time as may be necessary to permit GEMA/HS' continued supply of the identified products and/or services. This Agreement is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this Agreement and shall remain in full force for the period of one (1) year, unless terminated earlier by either Party.
4. **Compensation.** Total compensation under this Agreement shall be determined by sum total of individual Purchase Orders executed under the provisions of this Agreement. Purchase Orders shall be executed at the time of the event and shall specify the specific number and type of vehicles requested. Payment for the requested vehicles shall be in

accordance with the Anticipated Rates of Reimbursement for Agreed Transportation Services attached as Exhibit B. Compensation will be paid as invoiced by Vendor after programmatic approval has been granted by the GEMA/HS. This amount shall not be exceeded without an addendum to the Agreement, signed by both Parties. Any GEMA/HS pre-approved travel costs for personnel, will be reimbursed at the current rate paid by the State in accordance with the State of Georgia "Statewide Travel Policy", available at: <https://sao.georgia.gov/state-travel-policy>.

5. **Method of Payment.** For and in consideration of the deliverables provided pursuant to this Agreement, GEMA/HS shall pay Vendor the cost specified in the Vendor's Purchase Order upon the Vendor's submission of an invoice that complies with the requirements set forth in the Scope of Work subject to approval by GEMA/HS. GEMA/HS will provide the Vendor with a template for the Vendor to use when submitting their invoice. Each invoice for payment must include an invoice number and be itemized to identify the activities being billed. Invoices for services provided are to be submitted within thirty (30) days of service delivery. The Vendor's failure to follow the provided invoice format will result in the invoice being returned unpaid to the Vendor until the correct invoice format is followed. The invoices will be paid by GEMA/HS within thirty (30) days of the date the properly-prepared invoice is received by GEMA/HS.
6. **Ambulance License.** Vendor must provide a copy of its State of Georgia approved license to operate as an ambulance service within the State of Georgia.
7. **Termination of the Agreement for Cause.** If, through any cause, the Vendor shall fail to fulfill the Vendor's obligation under this agreement in a timely and proper manner, or if the Vendor violates any of the covenants, agreements, or stipulations of this Agreement, GEMA/HS shall have the right to terminate this Agreement by giving written notice to the Vendor of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Agreement shall, at the option of GEMA/HS, become the property of GEMA/HS and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding any other provision of this Agreement, the Parties hereto acknowledge that GEMA/HS, as a State Entity of the State of Georgia, is prohibited from pledging the State's credit. Accordingly, GEMA/HS may only be obligated for the amount indicated in a purchase order executed by GEMA/HS. The Vendor shall ensure that all sales to GEMA/HS and any supplemental agreements comply with the provisions of the July 1, 2022 memo "Contracting with State Entities" located at <https://doas.ga.gov/assets/State%20Purchasing/Stage%203%20Documents/SPD-SP060ContractingwithStateEntities.pdf> as well as any subsequent revisions to such memo.

8. **Termination for Non-appropriation.** Pursuant to O.C.G.A. § 50-5-64(a)(3), any purchase made pursuant to this Agreement will terminate immediately and absolutely if GEMA/HS determines that adequate funds are not appropriated or granted or funds are de-appropriated such that GEMA/HS cannot fulfill its obligations under the Agreement,

which determination is at GEMA/HS' sole discretion and shall be conclusive. A termination made pursuant to these terms is not a termination for convenience and will not be treated as such. In such an event, this Agreement shall terminate without further obligation of GEMA/HS as of that moment.

9. **Termination for the Convenience of the Parties.** The Vendor or GEMA/HS may terminate this Agreement at any time by giving written notice to the other Party of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In that event, all finished or unfinished documents and other materials shall, at the option of GEMA/HS, become GEMA/HS' property.
10. **Release of Product of Services to the Public Restricted.** The Vendor shall not release or deliver any of the final products of the Vendor's services required hereunder to the general public or any local official until authorized to do so by GEMA/HS.
11. **Amendments.** GEMA/HS may from time to time, require changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease of the Vendor's compensation, which are mutually agreed upon by and between the Parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all Parties to this Agreement.
12. **Assignability.** The Vendor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of GEMA/HS. However, claims for monies due or become due to the Vendor from GEMA/HS under the Agreement, may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished to GEMA/HS promptly.
13. **Relationship of the Parties.** Vendor warrants that all work performed by or on behalf of Vendor under this Agreement shall be performed as an independent vendor. Vendor shall be responsible for compliance with all laws, rules, and regulations involving their respective employees, including (but not limited to) employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Vendor agrees to indemnify and hold harmless GEMA/HS and the State of Georgia from any loss resulting from the breach of these warranties. This Agreement shall not be construed so as to create a partnership or joint venture between Vendor and the State of Georgia or any of its State Entities.
14. **Indemnification.** Vendor hereby waives, releases, relinquishes, discharges, and agrees to indemnify, protect, and hold harmless the State of Georgia (including the state tort claims trust fund), GEMA/HS, their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury and property damage caused by any act or omission of Vendor, its employees, agents, subvendors or any other party acting on behalf of Vendor (collectively, the "indemnity claims"). This indemnification extends to the successors and assignees of the Vendor, and this

indemnification and release survives the termination of this Agreement and shall also survive the dissolution or, to the extent allowed by law, the bankruptcy of the Vendor. If and to the extent such damage or loss is covered by this indemnification is covered by the Georgia Tort Claims Trust Fund or any other self-insurance funds maintained by GEMA/HS (collectively, the "funds"), the Vendor agrees to reimburse the funds for such funds paid out by the funds. To the extent permitted by the Constitution and the laws of the State of Georgia and the terms of the funds, the Vendor and its insurers waive any right of subrogation against the State of Georgia, the indemnitees, and the funds and insurers participating thereunder, to the full extent of this indemnification. Vendor shall, at its expense, procure the insurance policies required by this Agreement, in coverage amounts as specified in this Agreement, with endorsements waiving rights of subrogation against the State, the indemnitees, the funds and insurers participating thereunder. Vendor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees. No settlement or compromise of any claim, loss or damage asserted against indemnitees shall be binding upon indemnitees unless expressly approved by the indemnitees.

15. **Findings Confidential.** Any reports, data, or the like given to or prepared or assembled by the Vendor under this Agreement which GEMA/HS requests to be kept confidential shall not be made available to any individual or organization by the Vendor without prior approval of GEMA/HS.
16. **Copyright.** No reports, data, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Vendor.
17. **Vendor Accounting Requirements.** Vendor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Agreement (collectively the "records") to the extent and in such detail as will properly reflect all payments received under this Agreement. Vendor's accounting procedures and practices shall conform to Generally Accepted Accounting Principles and the costs properly applicable to the Agreement, shall be readily ascertainable there from.
18. **Records Retention.** Vendor agrees to make available at all reasonable times during the period set forth below any of the records of the agreed work for inspection or audit by any authorized representative of GEMA/HS, the State of Georgia Auditor, or any Federal auditor. Vendor shall preserve and make available its records for a period of five (5) years from the date of final payment under this Agreement, and for such period, if any, as is required by applicable statute or this Agreement. If the Agreement, is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any resulting final settlement. Records which relate to appeals, litigation, or the settlements of claims arising out of the performance of this Agreement, costs, and expenses (of any such agreement as to which exception has been taken by the State of Georgia Auditor, a Federal auditor, or any of any duly authorized representatives) shall be retained by Vendor until such appeals, litigation, claims, or exceptions have been disposed of.

19. Public Records. The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records, including pricing information, and other records to be made public unless otherwise provided by law. Vendor agrees that this Agreement, any related purchase orders, related invoices, related pricing lists, and the Proposal will be public documents, and may be available for distribution. Vendor gives GEMA/HS and the State of Georgia express permission to make copies of this Agreement, any related purchase orders, related invoices, related pricing lists, and proposals. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation. GEMA/HS and/or the State Georgia will not inform Vendor of any request for a copy of this Agreement including any related purchase orders, related invoices, related pricing lists, or proposals.

20. Access to Records. The following access to records requirements applies to this Agreement:

- A. The Vendor agrees to provide GEMA/HS, the State of Georgia, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Vendor agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the agreement.
- D. In compliance with the Disaster Recovery Act of 2018, GEMA/HS and the Vendor acknowledge and agree that no language in this agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

21. Right to Audit. The Vendor agrees to give GEMA/HS GEMA/HS, the State of Georgia Auditor, a federal auditor, through any authorized representative the right to audit all records and books of account related to the agreement.

22. Notices. All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid, and return receipt requested to the Parties at the following addresses. Notices will be deemed to have been given when received. The Parties' addresses are as follows:

Georgia Emergency Management and Homeland Security Agency

Attn: Sharon Peavy
Finance Department
Post Office Box 18055
Atlanta, Georgia 30316

[COMPANY OR COUNTY DEPARTMENT]

Attn: Jeffrey D. Adams
Director/Chief
4263 Hollywood Hwy.
Clarkesville, GA 30523

23. Limitation of Liability. Except as otherwise provided in this Agreement, Vendor shall not be liable to GEMA/HS and the State of Georgia for remote or consequential damages. Except as otherwise provided in this Agreement, liability to GEMA/HS and the State of Georgia for any and all claims of damages arising out of this Agreement shall be limited to direct damages and shall not exceed the total amount paid to Vendor for the performance of this Agreement. No limitation of Vendor liability shall apply to Vendor's liability for loss or damage to State of Georgia equipment or other property while such equipment or other property is in the sole care, custody, and control of Vendor's personnel. Vendor hereby expressly agrees to assume all risk of loss or damage to any such State of Georgia equipment or other property in the care, custody, and control of Vendor's personnel. Vendor further agrees that equipment transported by the Vendor's personnel in a vehicle belonging to Vendor or Vendor's personnel (including any vehicle rented/leased by vendor or vendor personnel) shall be deemed to be in the sole care, custody, and control of vendor's personnel while being transported. Nothing in this section shall limit vendor's indemnification liability arising from claims brought by any third party against GEMA/HS and the State. GEMA/HS does not have the authority to prejudice the rights of the State of Georgia to sue or otherwise enforce by agreeing to a limit on or a waiver of liability. Provisions which effectively waive or limit the right of the Attorney General to bring actions on behalf of the GEMA/HS are prohibited.

24. Arbitration, Waiver of Jury Trial, Damages. Notwithstanding any language to the contrary, no interpretation of this Agreement shall find that GEMA/HS, the State of Georgia, or its agencies have agreed to binding arbitration. Any term or condition that requires the parties to mediate or arbitrate is null and void. GEMA/HS does not maintain the authority to agree to waiver of jury trial, as Georgia law provides that the Attorney General has exclusive authority and control over all matters of litigation or potential litigation involving State agencies. Voluntary dispute resolution procedures are valid to the extent allowed by law. Further, GEMA/HS and the State of Georgia do not agree to pay attorney fees, costs, or late payment charges. Nothing herein, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release Vendor, Vendor's sub- Vendors, or Vendor's agents. This shall extend

to all agreements related to the subject matter of this Agreement, and to all terms subsequently added, without regard to order of preference.

25. Relationship of Parties/Publicity. Vendor agrees it will not use the name or any intellectual property, including but not limited to, GEMA/HS' or the State of Georgia's trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of GEMA/HS.

26. Unknown Terms. Pursuant to O.C.G.A § 50-5-64.1(a)(1)(B), GEMA/HS cannot be bound by terms and conditions that are unknown at the time of signing such agreement or which may be unilaterally changed, including the payment of unknown maintenance and support fees.

A. GEMA/HS does not agree to provisions that require the expenditure of any funds or efforts necessary to meet the obligations of this Agreement which exceed the dollar amount of this Agreement.

27. Miscellaneous. GEMA/HS does not agree to agreement provisions that incorporate additional obligations by references to terms and conditions located at a specific web address, as those provisions may be unilaterally changed. As provided under O.C.G.A § 50-5-64.1(a)(1)(B), agreements shall not contain a term that requires State Entities, like GEMA/HS, to be bound by terms and conditions that are unknown at the time of signing such agreement or which may be unilaterally changed. Any such provision in an Agreement shall be deemed void and the Agreement shall be otherwise enforceable as if it did not contain such term.

28. Drug-Free Workplace.

A. Vendor hereby certifies as follows:

- i. Vendor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement; and
- ii. If Vendor has more than one employee, Vendor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Agreement; and
- iii. Agreement will secure from any sub-vendor hired to work on any job assigned under this Agreement the following written certification: "As part of the sub-vendor agreement with (Vendor). (Sub-Vendor's Name) certifies to Vendor S that a drug- free workplace will be provided for the sub-contractor's employees during the performance of this agreement's pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

B. Vendor may be suspended, terminated, or debarred if it is determined that:

- i. Vendor has made false certification here in above; or
- ii. Vendor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

29. Debarred, Suspended, and Ineligible Status. Vendor certifies that the Vendor and/or any of its sub-vendors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

30. Certification Regarding Sales and Use Tax. By executing the Agreement, the Vendor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a “retailer” as defined in O.C.G.A. Section 48-8-2. The Vendor also acknowledges that the State may declare the Agreement void if the above certification is false. The Vendor also understands that fraudulent certification may result in the DOAS or its representative filing for damages for breach of agreement.

31. Compliance with O.C.G.A. § 50-20-1 et seq. Vendor certifies that it is not a non-profit organization as defined in O.C.G.A. § 50-20-2 and is thus not subject to the reporting, auditing, or other requirements of this chapter.

32. Suspension and Debarment.

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Vendor is required to verify that none of the Vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by GEMA/HS. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GEMA/HS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The bidder or proposer

further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 33. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** Vendors who apply or bid for an award of \$100,000 or more shall 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 agreement, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- 34. State Laws.** The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Georgia.
- 35. Jurisdiction and Venue.** In the event that any dispute, litigation, or other legal proceedings shall arise under or in connection with this Agreement such litigation or other legal proceeding shall be conducted in the courts located within Fulton County, Georgia. Furthermore, Vendor consents to jurisdiction and venue in the Superior Court of Fulton County, Georgia, and hereby waive any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.
- 36. Compliance with Applicable Laws and Regulations.** It is understood and agreed that nothing contained in this Agreement, or any related agreement shall require GEMA/HS to violate any policies of GEMA/HS or any laws of the United States or the State of Georgia.
- 37. Statement Of Non-Discrimination.** Vendor and GEMA/HS mutually agree that in the performance of the Agreement they will not discriminate or permit discrimination against any person or group of persons on the basis of gender, disability, race, color, religion, sexual orientation, national origin, or in any other manner prohibited by the laws of the United States or the State of Georgia or the GEMA/HS' policies.
- 38. GEMA/HS Liability.** GEMA/HS is a state agency and, therefore, is not authorized to waive sovereign immunity and may not agree to indemnify or hold harmless another party. The only liability which GEMA/HS may incur is that provided for by Georgia law.
- 39. Boycott of the Nation of Israel Prohibited.** Vendor certifies that it is not currently engaged in a boycott of the nation of Israel, and that it will not engage in such a boycott for the duration of this Agreement.
- 40. Additional Requirements by Federal Awarding Agency.** This Agreement may be subject to additional requirements of the Federal awarding agency as may be specified in grant agreements, grant award documents and/or other documents or correspondence associated with GEMA/HS' acceptance of Federal funding.

41. Entire Agreement. This Agreement including all Exhibits and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter and supersedes any and all prior and contemporaneous agreements and understandings between the parties, whether oral or written. No agreement to this Agreement shall be valid unless made in a writing of equal dignity and signed by both Parties. No representation, request, instruction, directive, or order made or given by any official of GEMA/HS or of any agency of the State of Georgia, whether verbal or written, shall be effective to amend this Agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above.

IN WITNESS WHEREOF, the Parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

(SIGNATURES ON FOLLOWING PAGE)

[THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK]

[Company/Department Name]

**Georgia Emergency Management
Homeland Security Agency**

[Contact's Name]
[Contact's Title]

Tracy Wilson
Finance Director

Date

Date

EXHIBIT A

EMERGENCY STANDBY TRANSPORTATION SERVICES/ NON-EMERGENCY VEHICLES

Scope of Work

This is an Emergency Standby Transportation Services Scope of Work (hereinafter to be referred to as the "Scope of Work"). The Georgia Emergency Management and Homeland Security Agency ("GEMA/HS") seeks vendors to provide motor coach, paratransit, and ambulance evacuation services in the event of a disaster situation within the State of Georgia. It is expected that this Agreement would be activated only during a Governor's declared State of Emergency. It is expected that there will be multiple awards of this Agreement, and vendors may be selected on any or all types (motor coach, paratransit, ambulances) of vehicles

BACKGROUND

Natural and man-made disasters have the potential to occur at any time throughout the State of Georgia and may require a significant segment of the population to be evacuated from impacted areas. This Agreement may involve evacuations for all possible hazards. Hazard analysis for the State of Georgia indicate that hurricanes pose the greatest threat to the State and would impact a large percentage of the State's population. Current hurricane disaster models indicate that a substantial portion of the population in the coastal are of the State will need transportation to evacuate. The coastal population consists of people with functional and medical needs that either reside in a non-institutional setting, a hospital, a nursing home, a personal care home, an assisted living, and/or a hospice facility, in addition to the general population.

Although the state and the local governments have plans to assist evacuation, there are a limited number of resources readily available to assist in the case of a major mass evacuation operation. To meet the projected numbers of evacuees, the State of Georgia will augment government assets with vendor supplied vehicle support. State and local governments may also require vendor supplied vehicle support during other mass-evacuation disaster events.

MOBILIZATION, ACTIVATION, AND RESPONSE TIMES

1. Agreement performance requires operating in an environment that is not typical of normal operations.
2. Vendor is expected to monitor the National Hurricane Center Forecast Cone from June 1- November 30 each year on the National Hurricane Center (NHC) website: <https://www.nhc.noaa.gov>. If the cone touches any Georgia coastal county at 120 hours out the Vendor agrees to go into a standby for activation mode and begin preparing the required support to GEMA/HS prior to formal notice from GEMA/HS.
3. Evacuation operations in a hurricane response will normally occur over a three-day period with the Vendor potentially having up to twelve hours to mobilize upon notification. For other disaster evacuation responses, the timeframe may be shorter

depending on the event. GEMA/HS may opt to hold vehicles in a staging area until the storm passes to assist with any immediate evacuations required for personnel that remain in the area and require evacuation at a later time. The Vendor shall commence work immediately upon receiving activation notification and complete all work within the prescribed time. Agreements awarded under this solicitation will be activated only upon notification from GEMA/HS.

4. Mobilization could include activation of the full fleet of vehicles or partial activation of a smaller number of vehicles, depending on the nature and scope of the event.
5. Vendor shall be responsible for operating and maintaining the vehicles used in the performance of this Agreement in accordance with federal, state, and local laws, regulations, and safety and property management requirements. This will include obtaining appropriate liability insurance coverage, a copy of which must be provided to GEMA/HS. It should be noted that state and local conditions may be altered due to the emergent nature of the triggering event. The Vendor shall be responsible for providing services and support subject to changes in situational emergency status.
6. Purchase Orders for services rendered will be issued upon activation. However, due to the unpredictable nature of emergencies, Vendor may be asked to mobilize before a purchase order can be issued. Vendor shall be prepared to mobilize on verbal authorization from an approved GEMA/HS employee.
7. Upon receipt of an activation order (verbal or in the form of a purchase order) the Vendor will provide transportation services and furnish the number of required vehicles to meet the projected demand within the time constraints provided in the activation order. All vehicle resources will be considered for effective mass evacuation operations.
8. Once the Vendor identifies the vehicles available, the Vendor will provide the Ambulance Identification (VIN or VID Number) for each vehicle, crew members' information, and contact information. For reimbursement purposes the Vendor is responsible for keeping the Emergency Medical Services ("EMS") evacuation transportation logs, including up-to-date information on the departures and arrivals of each vehicle, and providing the log to GEMA/HS Finance. The information will be compared to the Resource Request list in GEMA/HS' disaster management software (hereinafter be referred to as "WebEOC"). All requirements outlined in Section 5 of the Agreement must be completed before processing payments.
9. Emergency directions and information for control of vehicle operations, direction, and prioritization will be provided by the GEMA/HS State Operations Center ("SOC") or its authorized agent/vendor. Vendor will be required to provide specific vehicle and driver information to WebEOC for evacuation management purposes. WebEOC training will be provided by GEMA/HS upon Vendor's request. Once directions have been given, the Vendor is responsible for implementing orders.

10. If available, the Vendor or Vendor's professional association is requested to provide a representative to augment the SOC. If a representative is unable to report to the SOC, a representative shall be made available for contact on a 24-hour basis. The designated representative or point of contact to GEMA/HS will serve as a subject matter expert and adviser. Because emergency evacuation operations and the SOC operate on a 24 hour, seven days a week schedule, the designated representative of the Vendor or professional association shall ensure adequate personnel, including backup drivers are available to maintain continuity and coverage throughout the disaster response operation. At a minimum, the Vendor's representative to the SOC will coordinate twice per day with GEMA/HS to provide the necessary information and data for daily reports and logistical updates. There will be State vehicle staging areas where the vehicle fleet will assemble when they arrive from their respective points of origin. Vehicles should arrive at the staging area ready to be assigned a locality pick-up/drop off point. Once assigned, vehicles should depart immediately to the assigned pick-up points where local authorities will assemble evacuees. The pick-up points will be the points at which the State-provided vehicles collect evacuees and then deliver the evacuees to assigned drop off points.
11. During evacuation operations Vendor will ensure all vehicles and drivers are equipped with cell phones, radios (such as Southern Linc. Etc.), or satellite communication capabilities that allow contact with dispatch operations and the SOC. All vehicles and drivers must be equipped with adequate back up communications. It is highly recommended that vehicles have Global Positioning System ("GPS") tracking capabilities or other systems that provide real time tracking, such as Automatic Vehicle Locating Systems.
12. Water and meals will be provided to the evacuees by local leaders of the pick-up points, such as the management team of healthcare facilities or county staging areas.
13. All vehicles must have operational air conditioning.
14. It is envisioned that vehicles can complete multiple return trips during the evacuation.

SPECIAL NOTE: Requirement for All Vehicles

Pursuant to 42 U.S.C. §§ 5196a-d, the Pets Evacuation and Transportation Standards Act ("PETS" Act), the Federal Emergency Management Agency ("FEMA") Administrator is directed to develop emergency preparedness plans that "take into account the needs of individuals with household pets and service animals prior to, during, and following a major disaster or emergency." The Vendor will allow up to two (2) small caged/leashed/muzzled pets per evacuee aboard each motor vehicle. Pets shall not be placed in baggage, overhead storage spaces, or in the aisles. Evacuees will be responsible for all pet care. The Vendor will pay cleanup or sanitization costs resulting from pet transport. For the purpose of this Agreement a household pet is defined as a domesticated animal, such as a dog, cat, bird, rabbit, rodent, or turtle that is traditionally kept in the house for pleasure rather than for commercial purposes, is

able to travel in commercial carriers, and can be housed in temporary facilities. Household pets do not include reptiles (except turtles), and animals kept for racing purposes. Service animals include any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped objects.

AMBULANCES

1. Ground Ambulance.

A. Resources. A ground ambulance is a vehicle designed and equipped to provide out-of-hospital or inter-facility emergency medical care, evacuation, and transportation services. The vehicle is staffed by a State of Georgia licensed/certified team experienced and actively involved in the care and transportation of patients who cannot be safely transported by other means.

Recognizing that these vehicles are usually in service, the Vendor estimates it can furnish the following number of vehicles to the State of Georgia:

B. Vehicle Types.

- I. Basic Life Support (BLS) Ground Ambulance.** Basic life support (BLS) is transportation by ground ambulance vehicle and the provision of medically necessary supplies and services, including treatment with medically necessary supplies and services involving non-invasive life support measures.¹ The ambulance must be staffed by an individual who is qualified in accordance with State and local laws as an emergency medical technician basic (“EMT Basic”).
- II. Advanced Life Support (ALS) Ground Ambulance.** The assessment, and if necessary, treatment or transportation by ambulance, utilizing medically necessary supplies and equipment provided by at least one individual licensed above the level of Emergency Medical Technician.
- III. Bariatric ALS Ground Ambulance.** Bariatric Ambulance units are specifically designed and equipped to handle the transfer of obese patients weighing more than 600 pounds. The patient compartment is large and designed to ensure the patient’s comfort, safety, and dignity during transfer. Specialized equipment is available for handling the excessive weight of the patient and to ensure the safety of the patient, as well as the medical team making the transfer. Care is provided by a clinical team including an EMT, Advanced Emergency Medical

¹ Rule 511-9-2-.02 Definitions.

Technician (“AEMT”) or Paramedic specifically trained in the use of the bariatric equipment used to assist in transfer of the patient. The Bariatric ALS Ground Ambulance shall have a stretcher rated to carry at least 700 lbs. and must either be 29" wide or compatible with a stretcher converting bariatric board to meet the width criteria. Also, one of the following commercial stretcher loading devices must be installed:

1. A winch and ramp system configured in such a way that two responders can easily and safely load and unload a bariatric patient into the ambulance, or
2. The stretcher must be equipped with a hydraulic or mechanical system that allows for unassisted raising and lowering of a patient of at least 700 lbs.

IV. BLS Medical-Evacuation Bus. The BLS Medical Evacuation Bus must be capable of transporting at least six (6) BLS stretcher-patients at one time. Staffing is to be determined by the ambulance provider but must include enough EMTs (or other approved ALS providers) to simultaneously treat six (6) BLS patients and be available 24 hours per day. The BLS provider-to-patient ratio must be no less than 1:3. The BLS equipment² on the bus must meet or exceed that of a licensed BLS ground ambulance, and the quantity of equipment and supplies must be proportionate to the number of patients being transported.

V. ALS Medical-Evacuation Bus. The ALS Medical Evacuation Bus must be capable of transporting at least four (4) ALS stretcher-patients at one time. Staffing is to be determined by the ambulance provider but must include enough EMT-Paramedics (or other approved ALS providers) to simultaneously treat four (4) ALS patients and be available 24 hours per day. The ALS provider-to-patient ratio must be no less than 1:4. The ALS equipment on the ALS Medical Evacuation Bus must meet or exceed that of a licensed ALS ground ambulance,³ and the quantity of equipment and supplies must be proportionate to the number of patients being transported.

VI. Neonatal ALS Vehicle. A motor vehicle registered by the Department of Public Health (“DPH”) that is equipped for the purpose of transporting neonates, infants 0 - 184 days of age, as defined by the Georgia Regional Perinatal Care Program, to a place where medical

² See *Ground Ambulance Vehicle Inspection Form*, Ga. Dept. of Public Health, (Jan. 1, 2023), <https://dph.georgia.gov/document/document/01012023-ground-ambulance-vehicle-inspection-formpdf-0/download>.

³ Rule 511-9-2-.07 Licensure of Ground Ambulance Services.

care is furnished. Ambulance must be staffed by one Georgia licensed personnel in accordance with state and local laws.⁴

- 1. Neonatal Transport Personnel.** A licensed or certified health care professional specially trained in the care of neonates. The Neonatal Transport Personnel must be in the patient compartment during transport. Documentation attesting to their qualifications shall be signed by the local Medical Director and on file at the base location.⁵
- 2. Neonatal Team.** A minimum of two patient care personnel shall be in the patient compartment and shall consist of any combination of the following during initial transport to the tertiary care center as determined by the local Medical Director:
 - a. Paramedic;
 - b. Registered Nurse;
 - c. Respiratory Care Technician;
 - d. Physician's Assistant; or
 - e. Physician.

Only one of the above shall be required in the patient compartment during transport back to the initial referring facility.⁶

2. Air Ambulance Resources.

A. Air Ambulance. A rotary-wing aircraft registered by the DPH that is specially constructed and equipped and is intended to be used for air medical emergency transportation of patients. It is designed and equipped to provide out-of-hospital or inter-facility emergency medical care, evacuation, and transportation services.

- I. Air Ambulance Personnel.** Each Air Ambulance while in service shall be staffed by two Georgia licensed healthcare providers:
 1. When responding to an emergency scene at least one of the personnel shall be a registered nurse, physician's assistant, nurse practitioner, or physician and the second person must be a Paramedic, both of whom must be licensed in Georgia;
 2. When responding for an interfacility transfer, at least one of the personnel shall be a registered nurse, nurse practitioner, physician's assistant, or physician and the second person must be

⁴ Rule 511-9-2-.08 Licensure of Neonatal Transport Services.

⁵ Rule 511-9-2-.08(5)(g).

⁶ Rule 511-9-2-.08(5)(g)(4).

at least a Paramedic or other non-EMS licensed healthcare provider as approved by either the transferring or receiving physician, both of whom must be licensed in Georgia;

3. Personnel shall have successfully completed training specific to the air ambulance environment;
4. Personnel shall neither be assigned, nor assume the cockpit duties of the flight crew members concurrent with patient care duties and responsibilities;
5. Personnel shall have documentation of successful completion of training specific to patient care in the air ambulance transport environment in general and licensee's operation, in specific, as required by the DPH; and
6. If a Paramedic possesses an additional Georgia healthcare provider license, then the Paramedic may perform to the higher level of training for which he or she is qualified under that license when directed to do so by a physician, either directly or by approved protocols.⁷

B. Air Ambulance Services must have appropriate and current Federal Aviation Administration (FAA) approval to operate an Air Ambulance Service or Helicopter Air Ambulance Operation, as defined in 14 CFR § 135.⁸

C. Recognizing that these vehicles are usually in service, the Vendor has estimated it can furnish the State of Georgia under the terms and conditions set forth herein the following minimum number of vehicles:

3. Single Resource Types. A single resource is a licensed EMS individual capable of providing support in an emergency situation, assessment, and if necessary, treatment or transportation by ambulance, utilizing medically necessary supplies and equipment up to their licensed Scope of Practice.

A. Basic Life Support (BLS) Single Resource. A licensed EMS individual in accordance with state and local laws. BLS personnel must be certified as an Emergency Medical Technician, Emergency Medical Technician-Intermediate or Advanced Emergency Medical Technician.

B. Advanced Life Support (ALS) Single Resource. A licensed EMS individual in accordance with state and local laws. ALS personnel must be certified as a Cardiac Technician or a Paramedic.

⁷ Rule 511-9-2-.06 Licensure of Air Ambulance Services.

⁸ Rule 511-9-2-.06(4).

Vehicle and Resources Availability

Vehicle Type	Yes	No
Basic Life Support		
Advance Life Support		
Bariatric ALS		
Neonate ALS		
Neonate Transport Team		
BLS Med - Evacuation Bus		
ALS Med - Evacuation Bus		

Single Resource	Yes	No
EMT		
Paramedic		

NON-EMERGENCY TRANSPORTATION

- 1. Non-Emergency Medical Transportation Vehicle.** Non-Emergency Medical Transportation (“NEMT”) services can be defined as medically necessary, cost-effective transportation for individuals who are not in an emergency situation but have no other means of transportation available to any Medicaid-reimbursable service to receive treatment, medical evaluation, obtain prescription drugs or medical equipment. Service providers must be equipped to transport riders in wheelchairs, stretchers, or with other functional or access needs.
- 2. Stretcher Van.** A stretcher van is a vehicle, such as a modified van, that is capable of accommodating a stretcher for transporting individuals who cannot sit up. (Some stretcher vehicles can accommodate two (2) wheelchairs instead of stretcher)
 - a. Possible configurations:
 - One (1) driver
 - One (1) stretcher
 - Four (4) ambulatory
 - b. Optional Configuration: Not all stretcher vans can accommodate wheelchairs
 - One (1) driver
 - Two (2) wheelchairs
 - Four (4) ambulatory
- 3. Bariatric Stretcher Van.** A bariatric stretcher van is a vehicle designed to transport patients whose physical weight would exceed the ability of most stretcher vans to transport safely but is unable to be transported in a sitting position. The Bariatric Stretcher Van shall have a stretcher rated to carry at least 700 lbs. and must either be

29" wide or compatible with a stretcher converting bariatric board to meet the width criteria.

- 4. Wheelchair Van.** A van equipped with lifts and locking devices to secure a wheelchair safely while the van is in motion. The wheelchair van has special lifts for wheelchairs, is Americans with Disabilities Act compliant and typically includes wheelchair restraints for added safety (with a four-point tie down system).

- a. Possible configurations: Not all wheelchair vans can accommodate ambulatory passengers.
- One (1) driver, Two (2) wheelchairs, One (1) ambulatory
 - One (1) driver, One (1) wheelchair, Three (3) ambulatory
 - One (1) driver, Two (2) wheelchairs, Three (3) ambulatory
 - One (1) driver, One (1) wheelchair, Four (4) ambulatory
 - One (1) driver, Five (5) ambulatory

- 5. Ambulatory Vehicles.** Vehicles for passengers that are able to walk and sit for long distances without assistance and have NO mobility issues,

6. Ambulatory Sedan: 5-7 Passenger Sedan.

- a. Possible configurations:
- One (1) driver, (4-7) ambulatory

7. Ambulatory Van: 10-15 Passenger Van.

- a. Possible configurations:
- One (1) driver, (8-15) ambulatory

Vehicle Availability

Vehicle Type	Yes	No
Stretcher van		
Bariatric Stretcher van		
Wheelchair Van		
Ambulatory Vehicles		
5 - 7 Passenger van		
8 - 15 Passenger van		

GENERAL SPECIFICATIONS

There is possibility some of the ambulances used under this Agreement when responding to this disaster originate from states with different legal requirements for equipment and personnel. Any equipment on such ambulances shall be used in accordance with the medical control authorities' guidance within the disaster area's jurisdiction.

EXHIBIT A
Scope of Work

Under no circumstances will EMS responders be allowed to use equipment and perform skills that exceed their formal training and scope of practice. For reference, the State of Georgia Scope of Practice is available at <https://dph.georgia.gov/document/document/georgia-oems-sop-updated-04-23-2020/download>.

The Vendor shall be responsible for stocking and/or resupplying the ambulances and vehicles to ensure all required equipment and supplies are on board during patient care and transport.

All supplies, reagents, fluids, and medications shall be stored in accordance with all federal requirements, the Rules and Regulations of the State of Georgia (available on www.ems.ga.gov), and manufacturers' guidance. There may not be any equipment, supplies, or medication on an ambulance or vehicle used under this Agreement that have exceeded their shelf lives according to their expiration dates.

Reciprocity (Out of State Only): At the time of activation a list of all out of state personnel responding to a disaster under this Agreement must be provided to the SOC. The list must include the following information:

1. Responding agency,
2. Respondent's full name,
3. Date of birth;
4. State EMS license number;
5. ALS/BLS card, and
6. Level of certification and/or licensure.

COMMUNICATION

In disaster areas where the communications infrastructure is intact, the ambulance Vendor must provide two-way communications to enable ambulances to communicate with medical control and dispatch. Ambulances must also be able to communicate with the SOC, the defined staging area, and pick-up center/agency.

PROTOCOLS

Each active duty, in-service ambulance should contain a printed copy of clinical and operational protocols that are used in their home jurisdiction, as well as the State of Georgia approved protocols (available on-line at www.ems.ga.gov). All protocols must fall within the State of Georgia approved Scope of Practice. The State Medical Director or his/her representative in the SOC will determine what protocols are to be used. If the disaster requires approved protocols which include procedures for which the healthcare provider has not been trained and certified, the provider shall not perform such procedure. This Agreement does NOT allow for any healthcare provider to perform procedures exceeding his or her licensed scope of practice.

Other resources available to support the State during an emergency:

Resources	Description

EXHIBIT B

ANTICIPATED RATES OF REIMBURSEMENT FOR AGREED TRANSPORTATION SERVICES

Disaster Specific Federal Transportation Rate Schedules

The Vendor and its sub-vendors agree that should FEMA or the Centers for Medicare & Medicaid Services publish disaster specific eligible expense rates for the event for which transportation services were provided, then the Vendor and its sub vendors shall agree to use the federally posted rates as opposed to the GEMA/HS Anticipated Rates of Reimbursement for Agreed Transportation Services as listed herein.

Estimate of Ambulance Reimbursement Rates

Vehicle Type	Rate per hour
Basic Life Support	\$115/hr
Advance Life Support	\$160/hr
Bariatric ALS	\$240/hr
Neonate ALS	\$240/hr
Neonate Transport Team	\$100/hr
BLS Med - Evac Bus	\$475/hr
ALS Med - Evac Bus	\$525/hr

Single Resource. One licensed EMS individual in accordance with state and local laws.

Resource Type	Rate per hour
BLS Single Resource	\$60/ hr
ALS Single Resource	\$75/ hr

Air Ambulance. Licensed air ambulance in accordance with federal, state, and local laws. Air Ambulance must be staffed by two Georgia licensed personnel, in accordance with State and local laws. The aircraft must meet all federal and state requirements.

Vehicle Type	Rate per hour
Air Ambulance (Rotor Wing)	\$755/ hr

EXHIBIT A
Scope of Work

Estimate of Non-Emergency Transportation Reimbursement Rates for Non-Emergency Medical Transportation (“NEMT”). NEMT service can be defined as a transportation service provided to individuals who are not in an emergency situation but need more assistance than a taxi service is able to provide. Service providers will be specially equipped to transport riders in wheelchairs, stretchers or with other needs.

Fee Schedule.

Vehicle Rates

<u>Vehicle Type</u>	Rate per hour
Stretcher van	\$100/hr
Bariatric Stretcher van	\$125/hr
Wheelchair van	\$100/hr
<u>Ambulatory Vehicles</u>	
5 - 7 Passenger van	\$72/hr
8 - 15 Passenger van	\$90/hr

EXHIBIT C

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY (GEMA/HS)

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Vendor's Name:	
Agreement No.:	

VENDOR AFFIDAVIT

By executing this affidavit, the undersigned Vendor verifies its compliance with O.C.G.A. § 13-10- 91, stating affirmatively that the Vendor identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the performance of services pursuant to this agreement with the Georgia Emergency Management and Homeland Security Agency (hereinafter "GEMA/HS"), Vendor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. Vendor further agrees to maintain records of such compliance and provide a copy of each such verification to GEMA/HS at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify™ Company Identification Number

BY: Signature of Authorized Officer or Agent
Vendor

Date of

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

____ DAY OF _____, 20

[NOTARY SEAL]

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

EXHIBIT D

**GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY (GEMA/HS)**

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Vendor's Name:	
Sub vendor's Name:	
Agreement No.:	

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the Subcontractor which is engaged in the performance of services under an agreement with the Vendor identified above on behalf of GEMA/HS has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

EEV / E-Verify™ Company Identification Number

BY: Signature of Authorized Officer or Agent
of Sub vendor

Date

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20

Notary Public

[NOTARY SEAL]

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.

EXHIBIT E

**GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY (GEMA/HS)**

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Vendor's Name:	
Agreement No.:	

ADDITIONAL INSTRUCTIONS TO VENDOR: Please list below all sub-contractors used to perform services under the GEMA/HS agreement referenced above. In addition, you must attach a signed and notarized affidavit (third page of this form) from each of the subcontractors listed below. The Vendor is responsible for providing a signed and notarized affidavit to GEMA/HS within five (5) days of the addition of any new subcontractor used to perform under the identified GEMA/HS agreement.

Vendor's Name:	
Sub vendors:	