

**BOARD OF COMMISSIONERS**  
Meetings Second Tuesday

MARTIN H. MOSELEY, JR.  
Chairman

WALTER SMITH  
Vice-Chairman

BETTY C. HILL

ROY LEWIS

WADE YODER

MARCIA W. JOHNSON  
County Administrator

# Peach County

213 Persons Street  
Fort Valley, Georgia 31030  
Phone 478-825-2535  
Fax 478-825-2678

**COUNTY OFFICIALS**

KIM WILSON  
Probate Judge

JOE WILDER  
Clerk of Superior Court

TERRY DEESE  
Sheriff

W. L. BROWN  
Tax Commissioner

KERRY ROOKS  
Coroner

LAURENS C. LEE  
Magistrate

## **ADVERTISEMENT** **REQUEST FOR BIDS**

RFP No. 17-022

Removal of Storm Debris From Public Rights-of-Ways

The Peach County Board of Commissioners will be accepting Sealed Bids pertaining to the removal of woody storm debris from County Rights-of Ways and public property, and hauling the debris to one of two temporary storage and reduction sites within the County.

Closing date for Sealed Bids responding to Request for Bid (RFB) No. 17-022, shall be October 17, 2017 @ 2:30 p.m. Bids will be opened in public without discussion October 17, 2017 @ 2:45 p.m. at the Peach County Board of Commissioners meeting room, 213 Persons Street, Fort Valley, GA 31030. Bid amounts will not be released until the Board of Commissioners has awarded the project to the winning contractor.

A Pre-bid meeting will be held Thursday, October 12, 2017 at 10:00 A.M. at the Board of Commissioners' meeting room 213 Persons Street Fort Valley, Georgia. Attendance at the pre-bid meeting is not required to submit a bid, but is recommended.

The complete RFB package will be available by contacting Paul Schwindler, P.E. at (478) 825-8717, [Paul-schwindler@peachcounty.net](mailto:Paul-schwindler@peachcounty.net), or by visiting [www.peachcounty.net](http://www.peachcounty.net) or [www.glgga.org](http://www.glgga.org).

Peach County reserves the right to reject all bids, to waive informalities, to re-advertise and/or to accept any bid that is in the best interest of Peach County.

Mail or deliver Sealed Bids to:  
April Hodges  
Peach County Board of Commissioners  
ATTN: RFP # 17-022  
213 Persons Street  
Fort Valley, GA 31030

**Request for Sealed Bid No. 17-022**  
**PEACH COUNTY**  
**GEORGIA**

**Storm Generated Woody Debris Removal from County Rights of Ways**

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**PURPOSE:**

The PEACH COUNTY BOARD OF COMMISSIONERS is soliciting sealed written bids from qualified companies to remove storm generated woody debris from County Rights of Ways and transport the debris to one of two Temporary Debris Storage and Reduction (TDSR) sites in the County. Sealed bids will be received in the Peach County Board of Commissioners' Office, 213 Persons Street, Fort Valley, Georgia 31030, until October 17, 2017, 2:30 p.m. local time. Bids shall be opened in public without discussion at the Board of Commissioners' meeting room, 213 Persons Street, Fort Valley, GA at 2:45 p.m., October 17, 2017, to verify completeness. Bid amounts will not be made public until the winning bid has been accepted by the Board of Commissioners.

**INTENT:**

It is the intent of this solicitation to engage qualified and experienced disaster related debris removal services Contractor(s) that can provide professional technical services for the removal and transportation of vegetative and woody debris created as a result of the September 11, 2017 tropical storm (Irma) event in Peach County, Georgia. The Peach County Board of Commissioners intends to award a contract to one who has extensive experience in this field. Peach County strongly encourages creative approaches. The Bids will be evaluated on:

- Service Delivery Schedule
- Company/Contractor Integrity
- Record of Past Performance
- Experience with Similar Work
- References
- Financial Resources
- Technical Resources
- Project Approach

**BACKGROUND:**

On September 11, 2017 Peach County was impacted by tropical storm Irma which caused widespread damage from high winds and heavy rains. The primary result of the storm was an overwhelming number of trees, trees limbs and other vegetative and woody debris impacting Peach County roads and public property. This includes overhanging limbs, leaning trees, root balls from uprooted trees and vegetative debris moved to the rights-of-ways by property owners.

The County has secured and permitted two Temporary Debris storage and Reduction Sites (TDSR). Eligible Debris will be removed from Peach County's roads, clear zones, rights-of-ways, easement, and parks and transported to one of the two TDSRs. The services of a debris removal company or companies are being solicited.

**ADDITIONAL INFORMATION / ADDENDA**

1. The County reserves the right to amend this Request for Bid (RFB). Any changes to the RFB will be communicated via Peach County web site. It is the contractor's responsibility to check for any addendum issued for this RFB prior to submitting the bid.
2. All questions must be received five (5) days prior to the RFB closing to allow ample time to post any addendum or changes if necessary. All questions about the meaning or intent of the Contract Documents are to be directed in writing to Paul Schwindler, P.E., 410 Old Macon Road, Fort Valley, GA 31030, by fax at (478) 825-2684, or via email at Paul-schwindler@peachcounty.net. Only written questions will be addressed by the Owner. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five days prior to the closing date of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
3. The County will recognize only communications which are in writing. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of an addendum is the only official method whereby interpretation, clarification, or additional information can be given.
4. Pre-Bid Meeting: A pre-bid meeting will be conducted on Thursday, October 12, 2017, at 10:00 a.m. at the Board of Commissioners' Meeting Room 213 Persons Street Fort Valley, Georgia 31030. **Attendance at the pre-bid meeting is not required to submit a bid, but is recommended.**

#### **INSTRUCTION TO BIDDERS:**

#### **Failure to submit any required data item or inaccurate responses may be cause for rejection as a Non- Responsive Bid.**

1. Defined Terms: Terms used in these Instructions to Bidders are defined as follows. The Term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement for Bids, Instruction to Bidders, the Proposal and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
2. Qualifications of Bidders: If, based on the documentation submitted with the Bid, the Bidder does not demonstrate adequate qualifications, the Owner may disqualify the Bidder. Bidder shall have the physical capacity to manage a major workforce with multiple subcontractors and associated equipment. The Bidder shall possess the financial capacity to pay for the expenses associated with a major recovery operation prior to the initial payment and between subsequent payments, as well as the ability to provide the necessary bonds and insurance. The Bidder shall have an experienced management team, an established network of resources to provide the necessary equipment and personnel,

comprehensive debris removal and transportation plans, and demonstrable experience with major disaster recovery projects.

- a. To demonstrate qualifications to perform the work, each Bidder must submit with the Bid the following information:
  - i. Financial and corporate:
    - Year-End Financial Statement Certified by CPA
    - Documentation of Bankruptcy within last 7 years
    - If name of firm has changed in the last five years, provide an explanation.
    - List of construction equipment available for use on the project
    - List of personnel (by position not name) that will be assigned to this project.
    - Certificate(s) of insurance showing that meet the company has adequate Liability, Auto Liability, and Workers Compensation insurance to meet the requirements of this RFB
  - ii. Safety:
    - Documentation of EMR
    - OSHA 300 Log
  - iii. Experience:
    - Project information from at least three comparable (cost, scope of work) projects over the last five years. Provide scope of work, contract completion date, contract amount and Owner's name and contact information.
    - Litigation history for the last 7 years
    - List of Current Projects in progress and not yet started, including Owner's name and contact information, description of project, and Owner's name and contact information.
    - Qualifications of project manager, superintendent, and subcontractors who will be involved with the project.
    - List of Subcontractors
    - List of current stockholders, officers or principals of the company and a current organizational chart for the company.
- b. Submit documentation describing your "approach" planned to complete the work.
  - i. State your firm's technical approach to the project and the interpretation of the scope of services required.
  - ii. State your firm's ability to perform the work within the specified time period of one hundred twenty (120) days from the event on September 11, 2017.
  - iii. Define the adequacy of resources, including personnel, labor, equipment and supply resources, and other requirements to provide the requested services.

- iv. Provide a clear statement of the specific services and Works to be performed. Include information concerning each task and staff committed to accomplish each task.
    - v. Provide an implementation schedule for proposed services including any management and planning strategies.
    - vi. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.
  - c. Suspension or Debarment: Bidder nor its principals must not be presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Prime Contractors or Sub-contractors that have been debarred or suspended will be disqualified.
3. References:
  - a. Provide a list of at least three (3) current professional references for whom comparable work has been performed. This list shall include company name, person to contact, address, and telephone number.
  - b. Schedule: Provide a critical path schedule that lists each task to be completed and the length of time to complete each task, and the length of time to complete the entire project.
4. Contact Information:
  - a. Bids shall clearly indicate the legal name, address, e-mail address, and business telephone number of the Contractor (company, firm, partnership, or individual).
  - b. Please provide the name, title, address, telephone number. E-mail address, and fax number of the individual(s) responsible for responding to this bid.
5. Expenses: All expenses for making this bid to Peach County are to be borne by the Contractor.
6. Peach County reserves the right to retain all bids submitted and to use any ideas in a bid, regardless of whether that bid is selected.
7. Bids:
  - a. All blanks in the Bid must be completed in ink or by typewriter.
  - b. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
  - c. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

- d. All names must be typed or printed below the signature.
- e. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Proposal).

8. Submission of Bids:

- a. Submission of Bids – Sealed bids must be received by the Board of Commissioners Office **BEFORE** 2:00 p.m. October 17, 2017. Bids may be mailed or hand delivered to Peach County Board of Commissioners Office, Attn. Paul Schwindler, P.E., 213 Persons Street, Fort Valley, Georgia 31030
- b. **One (1) original bid, Three (3) copies of your bid, and an electronic copy of your bid in Adobe .pdf format on a flash drive shall be submitted in one sealed package**, clearly marked on the outside “RFB 17-022 Storm Generated Woody Debris Removal from County Rights of Ways” and addressed to:

Peach County Board of Commissioners  
Attn: Janet Smith  
213 Persons Street  
Fort Valley, Georgia 31030

- c. Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation “BID ENCLOSED” on the face of it.
- d. All original and copies of bids shall be permanently bound. Bids submitted using spring loaded clips are not considered permanently bound. ***Bids not bound in a permanent method or in any way that individual sheets can are not connected to adjacent sheets will be considered Non-Responsive and will not be considered***
- e. Questions and Inquiries – Written questions and inquiries will be accepted from any and all contractors or firms planning on submitting a bid. Inquires pertaining to the RFB must give firm or contractor name, RFB number, title, and acceptance date. Material questions will be answered in writing and communicated in an addendum, provided that all questions are received at least five (5) days in advance of the Bid acceptance date.
- f. Addendum and Supplement to Request - If it becomes necessary to revise any part of this RFB, or if additional data are necessary to enable an exact interpretation of provisions of this RFB, an addendum will be issued. It is the responsibility of the party submitting the Bid to ensure that they have received all addendums prior to submitting a bid. **All addendums must be initialed and attached to the bid.** Failure to include addendums may be ample cause for rejection of the bid as non-responsive. Addendum will be published on the Peach County web site [www.peachcounty.net](http://www.peachcounty.net).
- g. Late Bids - Late bids will be returned to party submitting the bid unopened if the RFB number, acceptance date, and Contractor’s return address is shown on the container.

9. Modification and Withdrawal of Bids:

- a. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- b. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the work to be provided under the Contract Documents.

10. Opening of Bids: Following the opening of the sealed bids, the County will award the contract in accordance with the following procedure: The County will first eliminate from consideration all bids that are not “responsive” as such term is defined in the General Conditions, and will further eliminate any bid to which the County does not assign an aggregate score of at least 78 under the criteria set forth in Paragraph 12 of the Instructions to Bidders. The County will deem all remaining bids to be responsive and responsible.

11. Bids to Remain Subject to Acceptance: All responsive and responsible bids will remain subject to acceptance for sixty days after the day of the Bid opening, but Owner may, in its sole discretion, and in accordance with Instruction to Bidders, Section 6.2, release any Bid and return the Bid security prior to that date.

12. Bid Evaluation Criteria: The evaluation criteria to be used by the County to determine responsible bidders (and the maximum points that the County may assign to each) in reviewing the sealed bids is as follows:

<b>Factor</b>	<b>Evaluation Weight (Points)</b>
Service Delivery Schedule	15
Company/Contractor Integrity	20
Record of Past Performance	20
Experience with Similar Work	5
References	5
Financial Resources	10
Technical Resources	25
Project Approach	10

13. Award of Contract:

- a. Owner reserves the right to reject any and all bids, to waive any and all informalities not involving price, time or changes in the work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids. Also, Owner reserves the right to reject the Bid of any Bidder if

Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner reserves the right to negotiate with the apparent low bidder including changes in the scope of work if the apparent low bid is greater than the project budget. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the correct sum.

- b. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- c. Owner may consider the qualifications and experience of Subcontractors, suppliers, and other persons and organizations proposed for those portions of the work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- d. If the Contract is to be awarded, it will be awarded on the basis of the base bid to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of the Project. Any alternates will be considered after selecting the Successful Bidder.
- e. If the Contract is to be awarded, Owner will give the Successful Bidder a written Notice of Award within sixty days after the days of the Bid opening.
- f. Owner may consider the qualifications and experience of Subcontractors, suppliers, and other persons and organizations proposed for those portions of the work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- g. The Owner reserves the right to award the contract conditional upon funds being made available for such project.



- h. The County reserves the right to utilize any, all, or none of the contractors that are awarded pursuant to the County's solicitation for the services contained in this Agreement.
14. Bid Protests: Any bidder or respondent, who is not the awarded Contractor, but is aggrieved in connection with the award of a Contract, may file a Notice of Protest, in writing, with the Board of Commissioners' Office, within seventy-two (72) hours after Board of Commission approval. The decision of the County Commission is final.
15. Contract Security: Paragraph 2.01 of the Bonds Section of this RFB set forth Owner's requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by the required performance and Payment Bonds.
16. Taxes: The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and sales tax exemption and complying with all requirements. The Contractor shall include all Federal, State and local taxes in his bid. The Contractor shall indemnify, defend and hold harmless, Owner, and their employees, agents and representatives from and against any and all claims, damages, losses, penalties, fines and tax liabilities whatsoever resulting from Contractor's failure to include such taxes in his bid, pay any such tax or comply with any applicable tax requirements or statutes.
17. Permits, Licenses, or Fees: Any permits, licenses, or fees required will be the responsibility of the bidder. The County will not entertain separate payment for these items.
18. Signing the Agreement: When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Contractor.
19. Laws and Regulations: The Contractor shall keep himself fully informed of all laws, ordinances and regulations of State, City and County in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this contract, or in the drawings or specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same in writing to the Owner. He shall at all times, himself, observe and comply with all such existing and future laws, ordinances and regulations and shall protect and indemnify the Owner and its agents against any claim or liability arising from or

based on the violation of any such law, ordinance, regulation, order or decree whether by himself or by his employees.

20. Non-Segregated Facilities: Bidders must certify that they do not and will not, maintain or provide for their employees any facilities that are segregated on a basis of race, color, creed or national origin. Execution of the "Certification of Non-Segregated Facilities" contained within these documents must be accomplished and submitted with the Bid.
21. Equal Opportunity: The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All proposers are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements.
22. Liability: The successful bidder shall act as an independent contractor and not as an employee of Peach County. The successful bidder will be required to indemnify, defend, and hold and save harmless Peach County, its officers, agents, and employees, from damages arising from the performance of, or the failure to perform, any Work or duty required to be performed by the successful proposer.
23. The Contractor shall submit a job-specific Health and Safety Plan to the Owner for their records prior to commencing any work.
24. Required Submittal Documentation: Submit the following completed (Signed, Dated, and Notarized) documents with the Bid. Bids not containing the following completed documents will be considered "non-responsive" and may be rejected from consideration.
  - Form A: Signed and Sealed Bid Form
  - Form B: Peach County Vendor Form
  - Form C: W-9
  - Form D: Contractor E-Verify Affidavit under O.C.G.A. 13-10-91(b) (1)
  - Form E: S.A.V.E. Affidavit Verifying Status For County Public Benefit Application Contracts
  - Form F: Sub-Contractor E-Verify Affidavit under O.C.G.A. 13-10-91(b) (1)
  - Form G: Private Employer Exemption Affidavit Pursuant To O.C.G.A. 36-60-6(d), if applicable
  - Form H: Certification by Contractor, Non-Segregated
  - Form I: Certification by Contractor, Drug-Free Workplace Act
  - Form J: Non-Collusion Affidavit or Prime Contractor
  - Form K: Conflict of Interest Certification
  - Form L: Indemnity Agreement
  - Form M: Lobbying Certification
  - Form N: Title VI Civil Rights Act of 1964 Contractor Agreement
  - Form O: Certification of Compliance with the Clean Air Act and Federal Water Pollution Control Act
  - Form P: Environmental Information Form

Form Q: Debarred Bidders/Integrity Certification

Form R: Certification of Compliance with the Americans With Disabilities Act of 1990

Form S: Dispute Disclosure

4. Examination of Contract Documents and Site:

- a. It is the responsibility of each Bidder before submitting a Bid, to:
  - i. Examine the Contract Documents thoroughly
  - ii. Visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work
  - iii. Consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the work.
  - iv. Study and carefully correlate Bidder's observations with the Contract documents and Notify Owner of all conflicts, errors or discrepancies in the Contract Documents.
- b. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which Bidder deems necessary to determine its Bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.
- c. The land upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.
- d. The submission of a Bid will constitute an incontrovertible representation by Bidder that without exception, the Bid is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

25. Bid Security:

- a. Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraph 2.0 B. of the Bonds Section of this RFB.

- b. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, Owner may nullify the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the sixtieth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.
26. Indemnification: The Contractor must agree to indemnify and to hold the Owner, its employees, and agents harmless from any and all claims for damages to persons and/or property arising out of or in any way connected with the performance by Contractor of any work, services, or functions contracted for.
27. All firms and their agents who intend to, or have submitted responses to this solicitation are hereby placed on formal notice that lobbying of Peach County Government employees or members of the Evaluation Committee with the intent to manipulate the Procurement process may result in the immediate disqualification of such firm by the County from further consideration for this project.
28. Subcontractors, Supplier, and Others:
  - a. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening, submit to Owner, a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. If Owner after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price.
  - b. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner does not make written objection prior to the giving of the Notice of Award shall be deemed acceptable to Owner subject to revocation of such acceptance after the Effective Date of the Agreement

- c. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

### **SCOPE OF WORK**

The bid shall meet all requirements set forth in the specifications section of this RFB to perform emergency disaster debris removal services throughout Peach County, GA on approximately 230 miles of Peach County roads rights-of-ways, clear zones, and prescriptive easements, and in Peach County Parks and other public property. The Scope of Work will include, but not be limited to:

1. Provide professional technical services, and be responsible for the performance of all the requirements and specifications of this RFB, as directed by the COUNTY. The services shall include, but are not limited to recovery and mitigation phases of the September 11, 2017 natural disaster declared by the United States, and the State of Georgia. Performance shall be deemed as the commencement of services within twenty-four (24) hours of issuance of a Notice to Proceed (NTP).
2. Provide the designated services, including operations and management, logistical support, construction and technical assistance. They shall supervise and direct the work, using skilled labor and proper equipment for all Works. They shall be responsible for the safety of their personnel and equipment. They shall pay for all costs associated with the performance of this Agreement including, but not limited to, materials, personnel, taxes, and fees.
3. Furnish all equipment, labor, and materials to remove and transport to one of two County temporary storage and reduction sites:
  - a. Storm generated woody debris from County Rights-of-Ways, clear zones and prescriptive easements that has been determined to be eligible for removal in accordance with FEMA-325 Public Assistance Debris Management Guide
  - b. Storm Generated Hazardous Trees, Hazardous Limbs (Hangers), and hazardous tree stumps determined to be eligible for removal in accordance with FEMA-325 Public Assistance Debris Management Guide
  - c. Provide written and photographic documentation in a format acceptable to the County of all debris removed and transported
  - d. Furnishing all extra equipment, labor, or materials as required and/or specified,
4. The County reserves the right to utilize any, all, or none of the contractors that are awarded pursuant to the County's solicitation for the services contained in this Agreement.
5. Contract Time: The time of completion for this contract is one hundred twenty (120) calendar days from the date of the incident occurred, September 11, 2017.

### **INSURANCE REQUIREMENTS**

The Contractor shall be responsible for their work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever

with the contracted work. The Contractor shall, during the continuance of all work under the Contract, provide the following:

A. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$500,000 each accident, each disease, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or subcontractor, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be herein after enacted.

B. The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000 per occurrence, \$2,000,000 Policy Limit to protect the Contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

C. The Contractor agrees to maintain Business Auto Liability insurance in an amount of not less than \$1,000,000 per occurrence, \$2,000,000 Policy Limit to protect the Contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation of automobiles or vehicles.

Contractor shall notify the Owner, in writing, thirty (30) days prior to any change in insurance Coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation dates. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the owner.

Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the Owner from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on the job responsibilities as to the control of persons directly employed by it and of the subcontractor and any persons employed by the subcontractor.

The Contractor and all subcontractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.

## **1. SPECIFICATIONS:**

### **1.0 GENERAL:**

- 1.01 All eligible debris as defined in FEMA-325/July 2007 Public Assistance Debris Management Guide will be removed from approximately 230 miles of Peach County roads (Exhibit 1), clear zones, rights-of-ways, easements, and public property and transported to one of two Temporary Debris Storage and Reduction (TDSR) sites. The sites are located on Taylors Mill Road and McDonald Drive. Refer to Exhibit 1

for exact locations of TDSRs. This bid is limited to the removal of trees, tree branches, woody vegetation, and other vegetative debris.

1.02 Eligible Debris Removal:

- 1.02.1 The Contractor shall remove and transport eligible vegetative debris consisting of whole trees, tree stumps, tree branches, tree trunks, and other vegetative material.
- 1.02.2 The Contractor shall only cut, load, haul, or dispose of debris that is identified to be eligible by the Peach County Public Works Director, or his authorized representative
- 1.02.3 Any Eligible Debris, such as fallen trees, which extend onto the R-O-W from private property, shall be cut and dropped, by the Contractor, at the point where it enters the R-O-W, and that part of the debris which lies within the ROW shall be removed.
- 1.02.4 The Contractor shall ensure all assigned Eligible Debris is removed from a Load Site before moving to other Load Sites. During the Debris Removal process, it shall be required that each Load Site be cleaned to the point that an average residential lawn mower can safely mow the area. All debris and debris residue shall be removed from the pavement.
- 1.02.5 After being loaded in the work area, trucks shall have their loads trimmed so that no debris extends beyond the truck bed in any direction. All loose debris, such as tree limbs and vegetative debris, shall be reasonably compacted into the hauling vehicle by use of the loading equipment. All debris shall be adequately secured while being transported to the designated TDSR. This shall include the use of tarps or other mechanical means to ensure no loss of debris. All equipment that is hauling debris to the TDSR shall be capable of self-dumping or removing its load without assistance from other equipment. The Public Works Director, or his authorized representative, may authorize use of other types of vehicles.

1.03 Ineligible Debris:

- 1.03.1 Contractor shall not remove Ineligible Debris.
- 1.03.2 FEMA Ineligible Debris and work includes, but is not limited to: Debris on agricultural land used for crops and livestock; private property, vacant lots, forests, heavily wooded areas, unimproved property, private roads, gated communities, and regular household garbage.
- 1.03.3 The Contractor shall not mix FEMA Ineligible Debris with FEMA Eligible Debris. Mixing of FEMA Ineligible Debris with FEMA Eligible Debris shall render the entire load as Ineligible. The Contractor shall not be reimbursed for collection of such mixed loads of Eligible and Ineligible. Hauling of mixed loads will require approval from the Public Works Director, or his authorized representative, prior to loading.
- 1.03.4 Standing broken utility poles; damaged and downed utility poles and appurtenances; transformers and other electrical and communications equipment are not Eligible Debris and shall be reported to the Public Works Director, or his authorized representative.

1.04 Debris Removal (Load and Haul):

- 1.04.1 The debris removal phase shall begin after the completion of the emergency debris clearance phase. The Contractor shall only load and haul eligible disaster-generated debris to an approved TDSR. Eligible debris shall be limited to debris that is in, upon, or brought to public roads, R-O-W, County properties or facilities, and other public sites unless

authorized in writing by the Public Works Director, or his authorized representative.

- 1.04.2 It is anticipated that multiple collection passes shall be performed for each public road, street, and ROW. This shall allow residents to return to their properties and bring debris to the ROW as recovery progresses.
- 1.04.3 The reasonable period of performance for debris removal shall be One Hundred Twenty (120) calendar days from September 11, 2017, unless the Public Works Director, or his authorized representative initiates additions or deletions to the Agreement by written change orders. The County shall have sole discretion to extend this period due to progress of debris removal operations.
- 1.04.4 The Contractor shall mechanically load and apply reasonable compaction to each load. Reasonable compaction is achieved by the tamping of debris in the collection vehicle by the loading device. Vehicles delivering debris using hand loading methods will be reduced by fifty percent (50%) of the observed volume as defined by FEMA Policy RP9523.12. Contractor must get approval from the Public Works Director, or his authorized representative prior to hand loading vehicles. The number of hand loading crews at the end of each day to the Public Works Director, or his authorized representative.
- 1.04.5 Hazardous Tree and Limb Removal:
  - 1.04.5.1 Tree and limb work shall include the removal and disposal of hazardous trees and hazardous hanging limbs in improved public property or public right of way.
  - 1.04.5.2 A hazardous tree includes the following main characteristics:
    - More than 50 percent of the crown is damaged or destroyed
    - Split trunk or broken branches that expose the heartwood
    - Leaning at an angle great than 30 degrees
    - More than 50 percent of the root-ball exposed
  - 1.04.5.3 Measurement for hazardous tree removal will be determined at the tree trunk Diameter Breast Height (DBH). DBH is measured at four and one half (4-1/2) feet above ground level.
  - 1.04.5.4 Measurement for leaning trees cut at the ROW line will be determined at the point of the cut.
  - 1.04.5.5 Fallen trees that are entirely on the ground and not leaning shall be considered regular vegetative debris. Payment for fallen trees shall be paid for under unit price per cubic yard for Debris Type
  - 1.04.5.6 hazardous limb includes the following main characteristics: Greater than two (2) inches in diameter at the point of breakage and Still hanging in a tree and threatening a public-use area
  - 1.04.5.7 All limbs shall be removed following proper procedures to avoid damage to the tree.
  - 1.04.5.8 The Contractor shall use only rubber-tired equipment in the performance of removing trees and limbs.
  - 1.04.5.9 Equipment used to remove hazardous hanging limbs shall have the ability to reach at least sixty (60) feet above the ground.
  - 1.04.5.10 The Contractor shall notify the Public Works Director, or his authorized representative of any damage caused to private



property or the public R-O-W during the course of tree or limb removal. The Contractor shall be responsible for repairs to private property or facilities within the public right-of-way for damage caused by the removal of trees or limbs.

1.04.5.11 The work shall consist of the removal of predetermined hazardous leaning trees or hanging limbs. The Contractor shall survey the County Roads and shall provide the Public Works Director, or his authorized representative with a list of dangerous trees and limbs prior to the start date of the Work Order. The Contractor shall only remove those dangerous trees and limbs approved for removal by the Public Works Director, or his authorized representative

1.04.5.12 The Contractor shall take all necessary precautions to protect motorists, pedestrians, the public and private property and all utilities.

1.04.6 Hazardous Tree Stumps removal:

1.04.6.1 Hazardous tree stump work shall include the extraction, removal, and disposal of hazardous tree stumps in improved public property or public right of way.

1.04.6.2 Extraction of hazardous tree stumps twenty-five (25) inches in diameter and larger shall be paid on a per-unit cost. The hazardous tree stump shall have more than 50 percent of root-ball exposed, be 25 inches in diameter and larger, as measured 24 inches above ground.

1.04.6.3 Tree stumps with less than 50 percent of the root-ball exposed shall be flush cut regardless of size and shall be paid for under the unit price for removing vegetative debris

1.04.6.4 The Contractor shall only preform hazardous tree stump extractions after the Public Works Director, or his authorized representative, has given authorization.

1.04.6.5 Stump extraction and removal shall be in compliant with FEMA 325 and Current Disaster Assistance Policy.

1.04.6.6 Removal of a stump prior to approval or documentation shall result in non-payment for stump removal.

1.04.6.7 The Contractor shall trim all roots flush with the ground, fill all stump holes and re-establish vegetation similar to the surrounding area after removal.

1.04.7 Fully Disengaged Tree Stumps:

1.04.7.1 All stumps that are fully disengaged from the ground shall be considered normal vegetative debris. The Contractor shall remove all disengaged stumps from the assigned load site area before moving to another work area unless approved by the Public Works Director, or his authorized representative.

1.04.7.2 Payment for fully disengaged shall be paid for under the unit price for removing vegetative debris. The FEMA Stump Conversion Table shall be used to determine the equivalent stump volume of vegetative debris.

1.04.8 Stump Grinding: The Contractor shall only grind stumps on a very limited basis and shall receive approval from the Public Works Director, or his authorized representative, prior to the start of stump grinding.

1.04.9 Load Tickets:

- 1.04.9.1 The Contractor shall be responsible for providing serialized debris load tickets. The County shall accept the serialized copy of the Contractor's debris load ticket(s), as verified by the County's debris monitor (Authorized Representative), as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered to the TDSRs. The ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).
- 1.04.9.2 The Public Works Director, or his authorized representative, shall reduce the observed capacity of each hand-loaded truck or trailer by 50% in accordance with FEMA RP9523.12.
- 1.04.9.3 The Contractor shall not unload debris at a TDSR without an approved Load Ticket that contains all of the loading site information and that was completed by the assigned Load Site Monitor.
- 1.04.9.4 The Contractor shall not receive a load ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of the Public Works Director, or his authorized representative.
- 1.04.9.5 The assigned load monitor, shall determine the total cubic yards of material received by visual inspection of the load. Trucks with partial loads shall be adjusted down during this visual inspection by the load monitor. Load measurements shall be documented on load tickets.
- 1.04.9.6 The Contractor shall keep a daily updated log of all loads dumped at each TDSR, including the total volume of debris in each load. The daily log shall be completed by a representative of the Contractor that is stationed in the Inspection Tower.

#### 1.05 Reports

- 1.05.1 Daily Productivity Reports: The Contractor shall provide daily reports for daily load verification of debris and stump removal. The report shall include daily and cumulative hourly statistics on the number of hours worked clearing debris. The cumulative and daily hourly statistic totals for each hand operated equipment and equipment type shall be reported separately in this report. Daily reporting is required with updates on the scheduled activities. Reporting shall be in writing or printed updates during progress meetings. This reporting shall include the following:
- Name of the Contractor and subcontractors;
  - Number of trucks and equipment in use per Contractor and subcontractor
  - Number and types of tools in use per Contractor and subcontractor
  - Number of personnel working per Contractor and subcontractor
  - Number of truckloads;
  - Number of cubic yards of debris hauls daily and cumulative to date
  - Locations of completed work
  - Locations of current work

1.05.2 Weekly Productivity Reports: The Contractor shall provide weekly productivity reports with updates on the scheduled activities, progress, and future activities. In order to expedite the communication and utilization of reported information, electronic data files may be provided to the County. The format of the data should utilize Microsoft Office products such as Excel®, or other alternatives approved by the County. This reporting shall include at a minimum the Following:

- Number of trucks in use
- Number of loading equipment in use
- Number of personnel working
- Number of truckloads delivered to a TDSR in the current week and cumulative to date
- Number of cubic yards of debris delivered to a TDSR in the current week and cumulative to date
- Number of Miles of Roads cleared of debris in the current week and cumulative to date
- Name of all roads and public facilities completed for pass 1, 2 ...
- Note any problems or issues that need to be addressed in coming week.

1.06 Contractor Project Manager: The Contractor shall provide a Project Manager (PM) to oversee the work. The Contractor's PM shall attend daily project meetings with the County for the duration of the work. The Contractor's PM shall coordinate all communications with the County. The Contractor's PM shall oversee and be responsible for all reporting, information, and invoicing submitted to the COUNTY.

1.07 Work Hours:

1.07.1 The Contractor shall not conduct debris removal and reduction operations generating noise levels above that normally associated with routine traffic from dusk until dawn, or as otherwise directed by the Public Works Director or his Authorized Representative. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the Contractor and the Public Works Director or his Authorized Representative.

1.07.2 The CONTRACTOR shall perform work a minimum of six (6) days per week, including holidays. The Contractor shall be required to work, at minimum, a ten (10) hour day, six (6) days a week during the first pass removal phase. The Contractor will be required to work, at minimum, a ten (10) hour day, five (5) days a week during the remaining debris removal passes. The County reserves the right to extend or reduce the hours and days of operation during the Agreement period. The work shall be conducted during daylight hours. The Contractor may work more than ten (10) hours per day and up to seven (7) days per week if desired. The Contractor shall coordinate with the Public Works Director or his Authorized Representative, to establish the work hours and to update schedules. Rain events during collection shall not be considered reason to stop work unless the conditions create a potential safety hazard. The Contractor shall notify the Public Works Director or his Authorized

Representative, of work stoppage due to inclement weather with the appropriate justification.

1.07.3 Maximum allowable time for completion of all storm event operations is one hundred eight (180) calendar days. Maximum allowable time for completion of debris removal services as specified in this RFB is one hundred twenty (120) calendar days from the incident, September 11, 2017. The Public Works Director or his Authorized Representative, shall initiate additions or deletions to the Agreement by written change orders. Subsequent changes in completion time shall be equitably negotiated by both parties pursuant to applicable state and federal law.

1.08 Work Plan:

1.08.1 The Contractor shall, with the Public Works Director or his Authorized Representative, direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a two (2), seven (7), and fourteen (14) day projection. The plan shall be updated every operational period.

1.08.2 The Contractor shall provide an interim schedule within forty-eight (48) hours, and final plan within five (5) days, following the receipt of the County's Notice to Proceed. The plan shall include details for subcontracting activities and a safety action plan for all operations.

1.09 Operations and Safety Plan: Upon execution of the Agreement, the CONTRACTOR shall prepare an Operations and Safety plan for approval by the COUNTY. The Operations and Safety plan shall include, but not be limited to, the following:

- Method of subcontracting collection crews including the determination of the number of crews
- Communications with the COUNTY
- Reporting data and information
- Quality Assurance/Quality Controls and other controls
- Field supervision and controls
- Documentation of response to and corrective measures for property damage resulting from collection activities
- Fuel supply
- Traffic Control
- Equipment and operations safety procedures
- Protocol for debris removal around potential energized power lines
- Subcontractor training for compliance with federal requirements
- Invoicing

1.10 Equipment: The CONTRACTOR shall use only rubber-tired equipment in the performance of loading and hauling debris. The Contractor and its personnel shall not use equipment or labor authorized for debris removal under the Agreement for private work during the working hours designated under the Agreement. Equipment shall be in good working condition, and if equipment becomes inoperable, it shall be repaired or replaced with similar equipment within three (3) days. The County prefers the use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas of the County. The Contractor shall be responsible for all tools, fuel, lubricants, spare parts, etc. to keep equipment in good working order throughout the duration of the project.

1.10.1 All trucks and other road equipment shall be in compliance with all applicable local, state, and federal rules and regulations. All equipment

used for hauling debris shall be measured and marked for its load capacity. The Contractor shall supply pre-approved measurement forms for each hauling container used under the Agreement

- 1.10.2 Sideboards or other extensions to a truck or trailer bed shall be allowed, provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed thirteen (13) feet, six (6) inches above the ground. All extensions are subject to acceptance or rejection by the Public Works Director or his Authorized Representative. Damaged sideboards shall be repaired prior to arriving at the TDSR.
- 1.10.3 All trucks utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and permit the vehicle to be loaded to capacity. Gaps in the tailgate greater than two (2) inches shall not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during transit; rubber bungee cords shall not be permitted.
- 1.10.4 Prior to commencing debris removal operations, the Contractor shall present to the Public Works Director or his Authorized Representative, a list of all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity shall be based on the interior dimensions of the hauler's container, and rounded down to the nearest whole cubic yard. Only trucks and trailers that are on the approved list and have had the volume capacity certified by the monitor shall be used to haul debris. Any loads delivered to a TDSR in an un approved truck or trailer will not be counted toward payment under this agreement.
- 1.10.5 Each truck or trailer shall be uniquely numbered for identification with a permanent marking. Trucks and trailers designated for use under this Agreement shall be equipped with a placard on the driver's side of the hauling container. The placard shall state the Contractors name, the subcontractor's name, individual and unique identification number, and the total capacity in cubic yards of the hauling container. The Contractor shall furnish these signs. All signs or markings associated with other work shall be removed or covered prior to performing work included in the Agreement.
- 1.10.6 Equipment used under the Agreement for debris collection and loading shall be rubber tired and sized properly to fit loading conditions. Excessively large loading equipment (3 Cubic Yard and larger) and non-rubber tired equipment must be approved by the Public Works Director or his Authorized Representative.
- 1.10.7 Hauling containers shall be a minimum of fifteen (15) cubic yards in volume unless approved by Public Works Director or his Authorized Representative.
- 1.10.8 Trailer type hauler containers shall be equipped with either tandem axles and/or dual tires. A minimum of four (4) tires are required on all trailers. The Gross Vehicle Weight shall be a minimum of ten thousand (10,000) pounds on all trailers. All trailers must have a legible manufacturer's identification plate with ratings.
- 1.10.9 Trucks or equipment that is designated for use under the Agreement shall not be used for any other work during the working hours of the Agreement. The Contractor shall not solicit work from private citizens,

businesses, or others to be performed in the designated work area during the period of the Agreement. Under no circumstances shall the Contractor mix debris hauled for other contracts with debris hauled under the Agreement.

- 1.10.10 The Contractor shall be responsible for removing all unusable equipment from public and private property within 24-hours of the equipment becoming unusable.
- 1.10.11 The Contractor shall not store equipment or trucks on public property without the approval of the Public Works Director or his Authorized Representative.
- 1.10.12 The Contractor shall not park or camp overnight on public property without the approval of the Public Works Director or his Authorized Representative
- 1.10.13 The Contractor shall not park or store equipment on private property without the written permission of the owner and the approval of the Public Works Director.

**1.11 Required Federal Provisions for Public Assistance and Emergency Relief Program:**

- 1.11.1 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA or Federal Emergency Management Agency (FEMA). If FHWA, Department of Transportation, or FEMA determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the County shall notify the Contractor in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law, FHWA or FEMA requirements exists, funds may be withheld until compliance is obtained. Where non-compliance is not correctable, the Agency may deny participation in parcel or project costs in part or in total.
- 1.11.2 Documentation of Project Costs: All costs charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, and any other documentation evidencing in proper detail the nature and propriety of the charges.
- 1.11.3 Inspection: The Contractor shall permit authorized agents of FHWA or FEMA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project. The County reserves the right to unilaterally cancel this Agreement for refusal by the Contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of the Georgia Open Records Act.
- 1.11.4 Disadvantaged Business Enterprise (DBE) Policy and Obligation:
- 1.11.5 Equal Employment Opportunity: In connection with the carrying out of the project, the Contractor shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment

upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 1.11.6 Title VI - Civil Rights Act of 1964: The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Contractor pursuant thereto. The Contractor shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- 1.11.7 Americans with Disabilities Act of 1990 (ADA): The Contractor will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder.
- 1.11.8 Restrictions on Lobbying: The Contractor agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
  - 1.11.8.1 If any funds other than federally-appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - 1.11.8.2 The Contractor shall require that the language of this paragraph be included in the award documents for all sub awards at all tiers (including subcontractors, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
- 1.11.9 The County encourages the use of minority firms, women's business enterprises, and labor surplus area firms when possible. These steps include:
  - Placing qualified small and minority businesses and women's business enterprises on solicitation lists
  - Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources
  - Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises
  - Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises

- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce
- Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed section 1.11.9 of this RFB.

1.12 Establishment of Maintenance of Accounting Records:

- 1.12.1 All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Georgia Open Records Act. The County also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of the County. The County has the right to terminate this Agreement, based upon the findings in this audit, without regard to any notice requirement for termination.
- 1.12.2 Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the County at all times during the period of this Agreement and for five (5) years after the Department of Transportation or FEMA has closed out an Emergency Event with the Georgia Emergency Management Agency. Records of costs incurred include the Contractor's general accounting records and the project records, together with supporting documents and records, of all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department of Transportation or FEMA for a proper audit of costs.

1.13 Traffic Control: Contractor shall perform all traffic control in accordance with the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) 2009 addition.

1.13.1 Flaggers:

- 1.13.1.1 Flaggers shall be provided as required for traffic control as specified in the Plans or Special Provisions, as required by the Engineer, or as required by MUTCD.
- 1.13.1.2 All flaggers shall meet the requirements of the MUTCD and shall have received training and a certificate upon completion of the training from one of the following organizations: National Safety Council, Southern Safety Services, Construction Safety Consultants, Ivey Consultants, American Traffic Safety Services Association (ATSSA). Certifications from other agencies will be accepted only if their training program has been approved by any one of the organizations listed above. Failure to provide certified flaggers as required above shall be reason for the Engineer suspending work involving the flagger(s) until the Contractor provides the certified flagger(s). Flaggers shall have proof of certification and valid identification (photo I.D.) available any time they are performing flagger duties.
- 1.13.1.3 Flaggers shall wear high-visibility. The apparel background (outer) material color shall be fluorescent orange-red, fluorescent yellow-green, or a combination of the two as defined in the ANSI class 2 or class 3 standard. The retroreflective material shall be orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors, and shall be visible at a minimum distance of one



thousand (1000) feet. The retroreflective safety apparel shall be designed to clearly identify the wearer as a person. They shall use a Stop/Slow paddle meeting the requirements of the MUTCD for controlling traffic. The Stop/Slow paddles shall have a shaft length of seven (7) feet minimum. The Stop/Slow paddle shall be retro-reflectorized for both day and night usage. In addition to the Stop/Slow paddle, a flagger may use a flag as an additional device to attract attention. This flag shall meet the minimum requirements of the MUTCD. The flag shall, as a minimum, be 24" inches square and red or red/orange in color. All apparel shall have reflectorized stripes which meet the requirements of the MUTCD and ANSI Class 2 or 3. For night work Apparel shall have reflectorized stripes meeting ANSI class 3. Flaggers shall be equipped with 2-way radios and maintain contact with other flaggers and the work crew leader at all times. Flaggers shall not use a mobile phone or smart phone for any reason other than emergencies while conducting flagging operations.

1.13.1.4 Signs for flagger traffic control shall be placed in advance of the flagging operation in accordance with the MUTCD. In addition to the signs required by the MUTCD, signs at regular intervals, warning of the presence of the flagger shall be placed beyond the point where traffic can reasonably be expected to stop under the most severe conditions for that day's work.

1.13.2 WORKERS IN THE RIGHT-OF-WAY: All workers in Peach County rights-of-ways shall wear high-visibility clothing in compliance with this RFB. The apparel background (outer) material color shall be fluorescent orange-red, fluorescent yellow-green, or a combination of the two as defined in the ANSI class 2 or class 3 standard. The retroreflective material shall be orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors, and shall be visible at a minimum distance of one thousand (1000) feet. The retroreflective safety apparel shall be designed to clearly identify the wearer as a person.

1.14 Permits: The Contractor shall be duly licensed in accordance with the state and local statutory requirements to perform the work. The Contractor shall obtain permits and licenses necessary to conduct the scope of services in this Agreement. The Contractor shall be responsible for determining what permits are necessary to conduct the work under this Agreement. Copies of all permits shall be submitted to the Peach County Public Works Director, or his authorized representative, throughout the contract period. The County shall obtain any regulatory permits required for the storage, processing and disposal of collected debris.

1.15 Notice of Violations: The Contractor shall be responsible for taking corrective action in response to any notices of violation issued by any agency as a result of the Contractor's or any subcontractors' actions or operations during the performance of the Agreement. Corrections for any such violations shall be at no additional cost to County.

1.16 Priority: Debris Removal Work within County shall be prioritized by the Peach County Public Works Director, or his authorized representative

1.17 Damage: The Contractor shall be responsible for filling to grade, with like material, all surface damage, such as rutting and pavement damage, caused by the Contractor's equipment during debris removal. The Contractor shall repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, etc. caused by the Contractor's equipment or personnel. The Contractor shall preserve and protect all existing structures, utilities, vegetation etc. on or adjacent to the area of work. The Contractor shall repair or replace, with like materials, all damaged mailboxes as soon as possible after which the damage occurred.

## **2.0 BONDS:**

- 2.01. All bonds shall be executed by such sureties as are named in the list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies: as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of Treasury. All bonds signed by agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- 2.02. If the surety on any bond furnished by contractor is declared bankrupt or becomes insolvent, or its right to do business in Georgia, or it ceases to meet the requirements of paragraph 2.01 above, Contractor shall promptly notify Owner and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of paragraph 2.01 above.

## **3.0 PAYMENT:**

- 3.01 Basis of Payment for this contract will be by unit price in accordance with the unit prices submitted to the County in the Bid Form of this RFB.
- 3.02. All payments will be based upon documentation listed in the specifications section of this RFB. Documentation includes, but is not limited to Load Tickets, Daily reports, Weekly Reports etc.

## **4.0 SPECIAL PROVISIONS:**

- 4.01 The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc., to cover the finished work.
- 4.02 Contractors must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hour Standard Act, and the National Occupational Safety and Health Act of 1970.
- 4.03 Contractors must certify that they do not and will not maintain or provide for their employees any facilities that are segregated on a basis of race, color, creed, or national origin.
- 4.04 The contractor's attention is directed to the fact that all applicable state laws, county municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they are written out in full herein.

4.05 The successful contractor shall protect all work areas necessary to prevent accidents and insure safe working conditions for employees, work related personnel, and the general public.

4.06 The contractor shall be responsible for any damages to existing utilities, concrete, asphalt, buildings, or grounds, etc., and shall repair or replace any damage at his own expense.

4.07 Right to Waive and Reject

A. The Board of Commissioners (Board), in its absolute discretion, may reject any bid of a contractor that has failed, in the opinion of the Board, to complete or perform a Peach County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Peach County Purchasing Manager to emphasize this condition to potential contractors.

B. There is no obligation on the part of the County to award the project to the lowest bid price, and the County reserves the right to award the project to a contractor submitting a bid response with a resulting negotiated agreement which is most advantageous and in the best interest of Peach County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Peach County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

C. The Board reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.

D. The Board specifically reserves the right to reject any conditional bid and will normally reject those that made it impossible to determine the true cost of the bid.

4.08 Peach County may make such investigations deemed necessary to determine the ability of the contractor to perform the work and ensure there is no conflict of interest as it relates to the project. The contractor shall furnish to the County any additional information and financial data for the purpose as the County may request. The data may include a detailed and up-to-date list of plant equipment and materials which contractor proposes to use, indicating which portions he already possesses and a detailed description of the method and program of work to be done.

4.09 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract

4.10 Payment Requests: Payment requests can be made monthly. Contractor shall make Request for payments by the last day of each month. The pay request shall contain a breakdown of materials stored on site and their value and the value of work completed. The combined value of these items will equal the monthly pay request. An amount will be held as a retainage as detailed in the Contract General Conditions. The retainage will be paid upon final acceptance of the work and the submission of the "Final Affidavit" by the Contractor to the Owner.

4.11 Bidders are required to submit a Bond, Cashier's or Certified Check in the amount of 5% of their total bid price and **the BOND MUST BE ATTACHED TO THEIR BID RESPONSE.**

**AGREEMENT:**

Upon acceptance of the winning Proposal by the Peach County Board of Commissioners, a contract will be negotiated and executed between the winning contractor and Peach County. No work shall commence until the contract has been signed and executed, all required forms have been completed and submitted, and a Notice to Proceed (NTP) issued by the County.

A Purchase Order will be issued with the NTP. The contractor shall be paid upon submission of invoices. The invoices must conform to the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order number. Invoices shall be submitted to:

Peach County Public Works Department  
Attention: Paul Schwindler, P.E.  
Public Works Director/County Engineer  
410 Old Macon Road  
Fort Valley, Georgia 31030

**No delivery of products or services shall become due or be accepted until a purchase order has been issued by Peach County.**

**Bid Form Page 1 of 3**

Bid of \_\_\_\_\_ (hereinafter called "**Contractor**"), a company organized and existing under the laws of the State of Georgia, \*an individual, a corporation, a partnership doing business as: \_\_\_\_\_

Contractor or Firm Name

TO: Peach County (Hereinafter called "**County**")

Gentlemen:

The **Contractor**, in compliance with your Notice to Contractors and all Bid Documents, elects to submit a Bid on the entirety of the following **Work**:

The bid shall meet all requirements set forth in the specifications section of this RFB to provide debris removal and transportation in accordance with specifications as detailed in the RFB package and all addenda published prior to the bid closing, which include:

Having examined the site of the proposed **Work**, and being familiar with the conditions throughout the County and of the proposed work, including the availability of materials and supplies to complete the work in accordance with the RFB, within the specifications set forth herein, and at the prices stated below, The undersigned **Contractor** proposes to enter into a contract with Peach County to provide the necessary machinery, tools, apparatus, all labor, and other means of construction necessary to complete the **Work**, the undersigned **Contractor** proposes to complete the items listed in the attached Schedule of Items for the unit prices stated.

**Contractor** further proposes and agrees hereby to promptly commence the **Work** with adequate force and equipment within seven (7) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the entirety of the **Work** as expeditiously as possible.

**Bid Form Page 2 of 3**

**Schedule of Unit Item Prices**

<b>Line No</b>	<b>Item</b>	<b>Quantity (Estimated)</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price (Quantity x Unit Price)</b>
1	Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS)	18,000	CY		
2	Hazardous trees – Trees will be evaluated by the COUNTY and be designated to be cut down, dropped, and moved to the ROW. Trees will be measured in accordance with FEMA Policy 9580.204 and FEMA 325 Chapter 3-page 24Trees with branches remaining – FEE ONLY TO CUT TREE				
2a	6"-12" Diameter	75	EA		
2b	13"-24" Diameter	50	EA		
2c	24"-48" Diameter	20	EA		
2d	>48" Diameter	10	EA		
3	Stump "Extrication" fee – All in Accordance with FEMA Policy 9523.11 and FEMA 325 Chapter 3, page 25-26				
3a	Stumps 24" – 36" diameter	2	EA		
3b	Stumps 36"-48" diameter	2	EA		
3c	Stumps >48" diameter	2	EA		
	Hangers–Hangers will be considered any angling/damaged limbs remaining in the tree(s) above the ROW of 2" or greater diameter at the point of break. The Contractor, at the direction of the COUNTY, will remove hangers for a unit price per tree, in accordance with FEMA Policy 9580.204 and FEMA Policy 325, Chapter 3, page 24.	100	EA		
<b>Bid Total</b>					

**Bid Form Page 3 of 3**

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**Contractor (Print)**

---

(Signature)

---

Name of Signer (Print)

---

Title of Signer (Print)

---

Date

**COMPLETE AND SUBMIT**

**FORM B**



COMPLETE AND SUBMIT

FORM C

Form <b>W-9</b> (Rev. August 2012) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer          Identification Number and Certification</b>	Give Form to the requester. Do not send to the IRS.
---	--	---

Print or type Each applicable instruction (page on page 3)	<table border="1" style="width: 100%;"> <tr> <td colspan="2">Name (as shown on your income tax return)</td> </tr> <tr> <td colspan="2">Business name/disregarded entity name, if different from above</td> </tr> <tr> <td colspan="2">           Check appropriate box for federal tax classification:  <input type="checkbox"/> Individual proprietor    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company (refer to the classification ID-C corporation, S-S corporation, R-partnership) <input type="checkbox"/> </td> </tr> <tr> <td colspan="2"> <input type="checkbox"/> Other (see instructions) <input type="checkbox"/> </td> </tr> <tr> <td>Address (number, street, and apt. or suite no.)</td> <td>Requester's name and address (optional)</td> </tr> <tr> <td>City, state, and ZIP code</td> <td></td> </tr> <tr> <td colspan="2">Tax account number(s) here (optional)</td> </tr> </table>	Name (as shown on your income tax return)		Business name/disregarded entity name, if different from above		Check appropriate box for federal tax classification: <input type="checkbox"/> Individual proprietor <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company (refer to the classification ID-C corporation, S-S corporation, R-partnership) <input type="checkbox"/>		<input type="checkbox"/> Other (see instructions) <input type="checkbox"/>		Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	City, state, and ZIP code		Tax account number(s) here (optional)	
Name (as shown on your income tax return)															
Business name/disregarded entity name, if different from above															
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual proprietor <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company (refer to the classification ID-C corporation, S-S corporation, R-partnership) <input type="checkbox"/>															
<input type="checkbox"/> Other (see instructions) <input type="checkbox"/>															
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)														
City, state, and ZIP code															
Tax account number(s) here (optional)															

<b>Part I Taxpayer Identification Number (TIN)</b>													
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.	Social security number <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> </tr> </table>												
Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	Employer identification number <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> </tr> </table>												

<b>Part II Certification</b>	
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.	
<b>Certification instructions.</b> You must check 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 this certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person <input type="text"/> Date <input type="text"/>

**General instructions**

Separate instructions apply to the Internal Revenue Code unless otherwise noted. Future developments: The IRS has created a page on FD-9 for information about Form W-9. It must be printed. Information about any future developments affecting Form W-9 (such as legislation enacted after its release) will be posted on this page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in exchange for payment card and third-party network transactions, and estate tax payments, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Certify exemption from backup withholding if you are a U.S. exempt payee. If applicable, you may also certify that you are a U.S. person, your allocable share of any payment to income from a U.S. trust or business is not subject to the withholding tax on foreign personal shares of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from FATCA reporting, is correct.

**Notes:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate other than a foreign estate, or
- A domestic trust (see defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partner's share of a partner's guaranteed taxable income from their business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**COMPLETE AND SUBMIT**

**FORM D**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (OCGA 13-10-91)**

**CONTRACTOR E-VERIFY AFFIDAVIT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **PEACH COUNTY BOARD OF COMMISSIONERS** 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 OCGA § 13-10-91. Furthermore, the undersigned contractor will continue to use E-Verify 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 OCGA § 13-10-91(c). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number  
(A-C digit number can be found on MDOJ)

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

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

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

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

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

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

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

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

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

Revised August 2014

**COMPLETE AND SUBMIT**

**FORM E**

SAVE (SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS) PROGRAM AFFIDAVIT  
(O.C.G.A. §50-36-2)(E)(2)

AFFIDAVIT VERIFYING STATUS FOR PUBLIC BENEFIT APPLICATION CONTRACTS

Peach County, Georgia, authorized to enter into contracts pursuant to GA. Const. Art. IX, § III Par I; OCGA § 36-10-1 through §36-10-2; OCGA § 36-60-1a; OCGA § 36-91-1. Prior to entering into a contract with the PEACH COUNTY BOARD OF COMMISSIONERS, by executing this affidavit under oath, I, \_\_\_\_\_, on behalf of \_\_\_\_\_,

Am stating that:

1.) \_\_\_\_\_ I am a United States citizen,

OR

2.) \_\_\_\_\_ I am a legal permanent resident of the United States,

OR

3.) \_\_\_\_\_ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act and lawfully present in the United States.

The undersigned applicant hereby verifies that he or she is 18 years of age or older and has provided at least one (1) secure and verifiable document as verification, as required by OCGA § 50-30-1(e)(1), with this affidavit. In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

\_\_\_\_\_  
Signature of Employee Date

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

\_\_\_\_\_  
Alien Registration Number (for non-citizens)

\_\_\_\_\_  
Type of secure and verifiable document provided (e.g., driver's license, passport, etc.)

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

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

Revised August 2014

**COMPLETE AND SUBMIT**

**FORM F**

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (OSGA 13-10-91)

SUBCONTRACTOR E-VERIFY AFFIDAVIT

SUBCONTRACTOR'S NAME: \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_

By executing this Affidavit, the undersigned Subcontractor verifies its compliance with OCSGA § 13-10-91, stating affirmatively that the Subcontractor which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of PEACH COUNTY BOARD OF COMMISSIONERS has registered with and is participating in the E-Verify program in accordance with the applicable provisions and deadlines established in OCSGA 13-10-91.

\_\_\_\_\_  
Federal Work Authorization or User Identification Number  
(A Subject Number can be found at: [www.dhs.gov](http://www.dhs.gov))

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

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

I hereby declare under penalty of perjury that the foregoing is true and correct  
Executed on \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

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

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

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

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

Revised August 2014

**COMPLETE AND SUBMIT IF APPLICABLE**

**FORM G**

**Private Employer Exemption Affidavit Pursuant To O.C.G.A. § 36-60-6**

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation has NO employees that you are the sole proprietor of \_\_\_\_\_ and are not required to register with and/or utilize 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. § 36-60-6.

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

Printed Name of Exempt Private Employer \_\_\_\_\_

Signature of Exempt Private Employer or Authorized Officer or Agent \_\_\_\_\_

Printed Name and Title of Person Executing Affidavit \_\_\_\_\_

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

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

\* This affidavit is for submissions made on or after to July 1, 2013.

Revised August 2014

**COMPLETE AND SUBMIT**

**FORM H**

**CERTIFICATION BY CONTRACTOR**

**Regarding: NON-SEGREGATED FACILITIES**

The **Contractor** certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated facilities include, but are not necessarily limited to, drinking fountains, transportation, parking, entertainment, recreation, and housing facilities; waiting, rest, wash, dressing, and locker rooms, and time clock, **Work**, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, on the basis of color, creed, national origin, and race. The **Contractor** agrees that, except where he has obtained identical certifications from proposed subcontractor for specific time periods, he will obtain identical certifications from proposed subcontractor prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The **Contractor** agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

\_\_\_\_\_  
**Contractor (Print)**

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

\_\_\_\_\_  
Name of Signer (Print)

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Date

**COMPLETE AND SUBMIT**

**FORM I**

**CERTIFICATION BY CONTRACTOR**

**Regarding: Drug-Free Workplace Act**

The Contractor certifies that provisions of Sections 50-24-1 through 50-24-6 of the Official Code of Georgia annotated, relating to the “Drug-Free Workplace Act” have been, and will be, complied with in full. Including compliance by sub-contractors performing work under this agreement.

\_\_\_\_\_  
Contractor (Print)

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

\_\_\_\_\_  
Name of Signer (Print)

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Date

**COMPLETE AND SUBMIT**

**FORM J**

**NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR**

State of \_\_\_\_\_ ), County of \_\_\_\_\_ )

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

1. He/She is \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent) of the **Contractor** that has submitted the attached **Bid**;
2. He/She is fully informed respecting the preparation and contents of the attached **Bid** and of all pertinent circumstances respecting such **bid**;
3. Such **Bid** is genuine and is not a collusive or sham **Bid**;
4. Neither the said **Contractor** nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other **Contractor**, firm or person to submit a collusive or sham **Bid** in connection with the Contract for which the attached **Bid** has been submitted to or refrain from Proposing in connection with such Contract, or has in any collusion or communication or conference with any other **Contractor**, firm or person to fix the price or prices in the attached **Bid** or of any other **Contractor**, or to fix any overhead, profit or cost element of the **Bid** price or the **Bid** price of any other **Contractor**, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Peach County or any person interested in the proposed Contract; and,
5. The price or prices bid in the attached **Bid** are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the **Contractor** or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

Name \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

Subscribed and sworn to before me

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

\_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Title



**COMPLETE AND SUBMIT**

**FORM K**

**CONFLICT OF INTEREST CERTIFICATION**

By signing and submitting this Bid I hereby certify that employees of this company or employees of any company supplying material or subcontracting to do **Work** on this Contract will not engage in business ventures with employees of Peach County or Peach County Consultants nor shall they provide gifts, gratuities, favors, entertainment, loans, or other items of value to employees of Peach County.

Also, by signing and submitting this Contract, I hereby certify that I will notify Peach County through its Director of Public Works of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do **Work** on this Contract with a family member of Peach County employees.

\_\_\_\_\_  
**Contractor**

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

\_\_\_\_\_  
Name of Signer

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Date

**COMPLETE AND SUBMIT**

**FORM L**

**INDEMNITY AGREEMENT**

This indemnity agreement made and entered into in favor of PEACH COUNTY (“COUNTY”), a municipal corporation, by \_\_\_\_\_.

WHEREAS, \_\_\_\_\_ has submitted a bid to COUNTY so as to provide \_\_\_\_\_.

NOW, THEREFORE, as an additional consideration in COUNTY awarding the bid to \_\_\_\_\_.

\_\_\_\_\_ agrees to indemnify and hold harmless COUNTY, its agents, principals, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of any alleged negligence of COUNTY, its officers, agents, or employees in connection with said bid /award; provided this indemnity shall not extend to any damage, injury or loss due to COUNTY’s sole negligence or willful misconduct of COUNTY. \_\_\_\_\_ shall defend against all such claims and pay expenses of such defense, including reasonable attorney fees, and all judgments based thereon.

WITNESS THE HAND AND SEAL of the \_\_\_\_\_ pursuant to proper corporate authority \_\_\_\_ day of \_\_\_\_\_, 2017.

**[CORPORATE NAME]**

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

Title \_\_\_\_\_

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

Title \_\_\_\_\_

[Affix Corporate Seal]

**COMPLETE AND SUBMIT**

**FORM M**

**LOBBYING CERTIFICATION**

The Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or shall be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

COMPANY NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**COMPLETE AND SUBMIT**

**FORM N**

**TITLE VI CIVIL RIGHTS ACT OF 1964  
CONTRACTOR AGREEMENT**

During the performance of this Contract, the Contractor, for itself, its assignees and successors in Interest (hereinafter referred to as the "Contractor"), agrees as follows:

- (1) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulation, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made part of this Contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, religion, color, sex, age, national origin, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 or the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontracts, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, national origin, or disability.
- (4) Information and Reports: The Contractor shall provide all information and reports required by Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or the FTA to pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the recipient, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the recipient shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including but not limited to:
  - (a) Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
  - (b) Cancellation, termination or suspension of the Contract, in whole or in part.

**TITLE VI CIVIL RIGHTS ACT OF 1964  
CONTRACTOR AGREEMENT (CONTINUED)**

(6) Incorporation of Provisions: The Contractor shall include the provisions of paragraph (1) through (5) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the recipient or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

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

COMPANY NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**COMPLETE AND SUBMIT**

**FORM O**

**CERTIFICATION OF COMPLIANCE WITH CLEAN AIR ACT AND  
FEDERAL WATER POLLUTION CONTROL ACT**

Certification of compliance with the Clean Air Act of 1990 and Federal Water Pollution Control Act.

The bidder hereby certifies that it shall comply with all standards, orders, or requirements issued Under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibit the use under nonexempt Federal contracts, grants or loans, of facilities included on the EPA List for Violating Facilities. Contractor shall report violations to FTA and the USEPA Assistant Administrator for Enforcement (EN0329).

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

COMPANY NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**COMPLETE AND SUBMIT**

**FORM P**

**ENVIRONMENTAL INFORMATION**

Bidder hereby attests that the following is a complete history of any and all violation notices of Environmental regulations issued by any federal, state, city, or other governmental regulatory agency. If none, so state.

<u>DATE</u>	<u>CASE/ID NUMBER</u>	<u>FINDING</u>	<u>DISPOSITION</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Bidder attests that he shall notify the City immediately upon notice of any such violation which he may receive after the date this bid was prepared and during the Contract performance.

This bidder certifies that no principals or corporate officers of his firm were principals or corporate officers in another firm at the time such other firm was suspended from doing business with Peach County within the last two (2) years: except as stated below:

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

COMAPANY NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**COMPLETE AND SUBMIT**

**FORM Q**

**DEBARRED BIDDERS/INTEGRITY CERTIFICATION**

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion  
(49 CFR, Part 29):

The Contractor must certify that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Contractor certifies that he or she shall obtain an identical certification from all its sub-contractors. The Contractor also agrees that when a sub-contractor is unable to certify to any of the statements in this certification, the prospective participant shall submit an explanation to the Contractor.

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

COMPANY NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



**COMPLETE AND SUBMIT**

**FORM R**

**LEGAL REQUIREMENTS**

**CERTIFICATION OF COMPLIANCE WITH THE  
AMERICANS WITH DISABILITIES ACT OF 1990**

Certification of Compliance with the Americans with Disabilities Act of 1990.

The bidder hereby certifies that it shall comply with all requirements contained in the Americans With Disabilities Act of 1190 as it pertains to this bid.

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

COMPANY NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**COMPLETE AND SUBMIT**

**FORM S**

**DISPUTES DISCLOSURE**

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", state the nature of each requests for equitable adjustment, contract claim or litigation, and include a brief description of the case, the outcome or status or suit and the monetary amount of extended contract time involved via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five- (5) years? YES [ ] NO [ ]

If yes, please explain:

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provided in the regular course of business within the last five (5) years? YES [ ] NO [ ]

If yes, please explain:

Has your firm had filed against it or filed any request for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business? YES [ ] NO [ ]

If yes, please explain:

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration on this project.

\_\_\_\_\_  
(Firm) (Date)

\_\_\_\_\_  
AUTHORIZED SIGNATURE OFFICER/TITLE

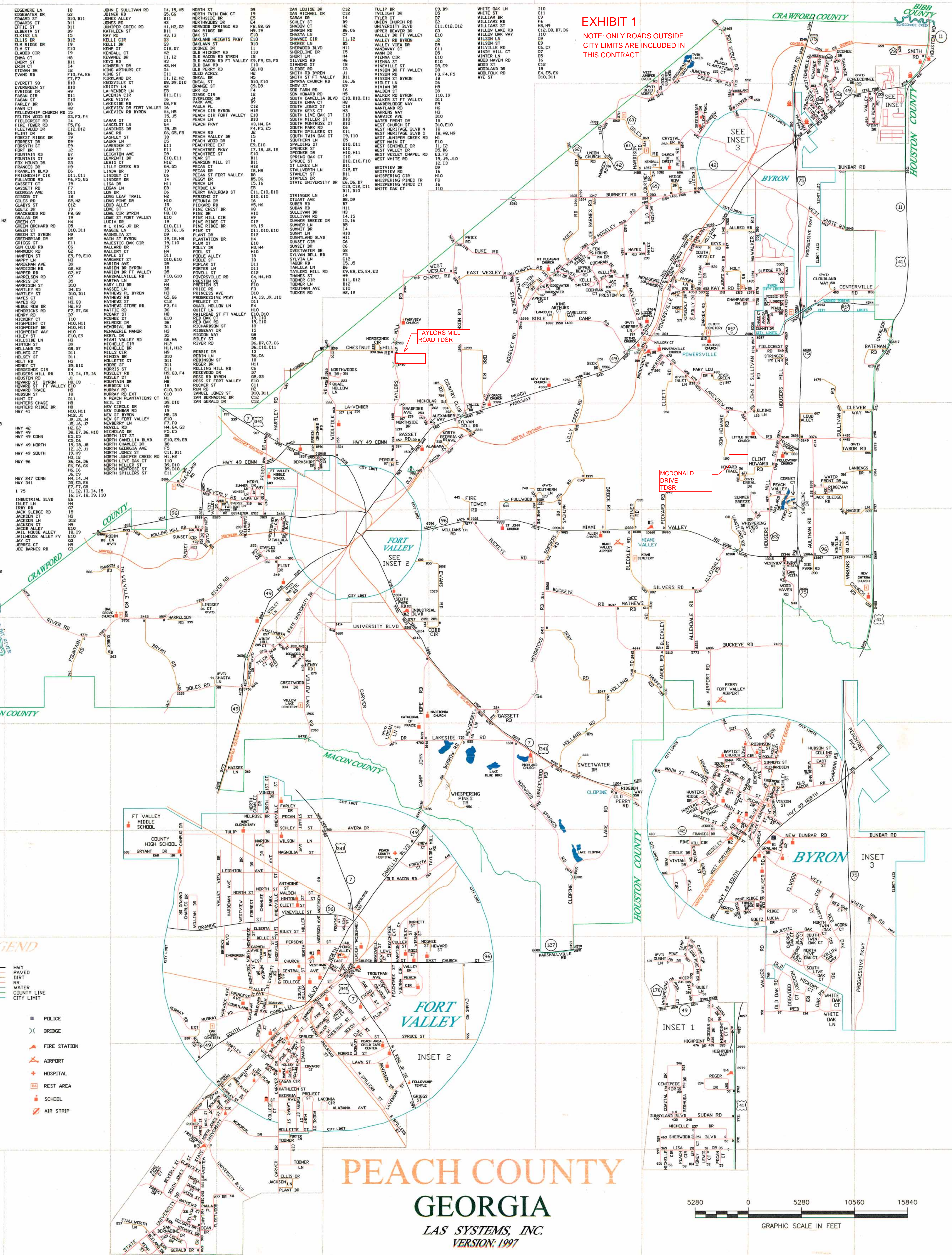
\_\_\_\_\_  
PRINTED OR TYPED NAME

STATE OF: \_\_\_\_\_ COUNTY OF: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
By \_\_\_\_\_, of \_\_\_\_\_ (Corporation), a  
\_\_\_\_\_ Corporation, on behalf of the corporation. He/She is personally known  
to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_/Notary Public My commission expires: \_\_\_\_\_

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**EXHIBIT 1**  
NOTE: ONLY ROADS OUTSIDE  
CITY LIMITS ARE INCLUDED IN  
THIS CONTRACT

# PEACH COUNTY GEORGIA

LAS SYSTEMS, INC.  
VERSION: 1997

