

Request for Proposals

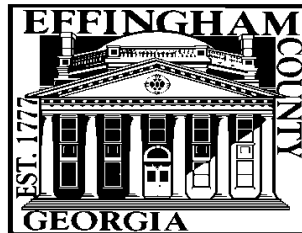
No. 18-002

**To provide
Disaster Debris Removal Services**

To

**Effingham County Board of Commissioners
Springfield, Georgia**

August, 2017



**All Submissions returned to:
Effingham County Board of Commissioners
ATTN: Fiona Charleton, Purchasing Agent
601 North Laurel Street
Springfield, GA 31329**

DATE: August 1, 2017

**RE: RFP No. 18-002
Request for Proposals for Disaster Debris Removal Services**

Dear Sir or Madam:

This is an invitation to submit a proposal to supply Effingham County, Georgia with the professional services as specified herein. Sealed proposals will be received at the Office of the Purchasing Agent, **EFFINGHAM COUNTY ADMINISTRATIVE COMPLEX, 601 N. LAUREL STREEET, SPRINGFIELD, GEORGIA**, up to **2.00pm (local time) Monday August 21, 2017.**

Effingham County Board of Commissioners reserves the right to reject any and all proposals and will not be bound to accept any proposal should Effingham County consider that the proposal would be contrary to the best interest of Effingham County. Effingham County Board of Commissioners reserves the right to reject any and all proposals that are non-responsive or not responsible. Additionally, Effingham County Board of Commissioners has the right to waive any technicalities or informalities. Effingham County may issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion.

Instructions for the preparation and submission of a proposal are contained in the request for proposal package. If you do not submit a proposal, please return the no-bid sheet and state the reason.

Any questions **must** be made in writing and must be received at the office of the Purchasing Agent no later than **5.00pm (local time) Friday August 11, 2017.** No response will be given to any questions received after **5.00pm (local time) Friday August 11, 2017.** Questions may be faxed to 912-754-8413; emailed to fcharleton@effinghamcounty.org or mailed to the address below. If questions are mailed, please DO NOT put the bid number on the outside of the envelope.

The response to all questions will be in the form of an addendum and will be posted on the Effingham County website www.effinghamcounty.org before **5.00pm (local time) Tuesday August 15, 2017.**

The only official answer or position of Effingham County will be the one stated in writing.

**EFFINGHAM COUNTY, GEORGIA
DOCUMENT CHECK LIST**

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

Company Name : _____

REQUIRED	COMPLETED	ITEM DESCRIPTION
		INSTRUCTIONS TO BIDDERS
		REQUEST FOR QUOTE
X		BID / QUOTE SUBMITTAL FORM
		SURETY REQUIREMENTS (Certified check or other security of _% required with BID SUBMITTAL – BID BOND FORM PROVIDED)
		PERFORMANCE BOND- UPON ACTIVATION OF CONTRACT (FORM PROVIDED)
		PAYMENT BOND- UPON ACTIVATION OF CONTRACT (FORM PROVIDED)
X		CERTIFICATE OF INSURANCE
X		W-9
		LEGAL NOTICE
X		CONTRACTOR AFFIDAVIT & AGREEMENT (E-VERIFY)
		SUB-CONTRACTOR AFFIDAVIT & AGREEMENT (E-VERIFY)
		GEORGIA PROFESSIONAL LICENCE CERTIFICATIONS
		LIST OF SUB-CONTRACTORS
X		ATTACHMENTS
X		COPY OF LLC CERTIFICATE OF ORGANIZATION AND OPERATING AGREEMENT OR COPY OF INC. CERTIFICATE OF INCORPORATION AND CORPORATE RESOLUTION DESIGNATING OFFICERS WITH AUTHORITY TO SUBMIT BID AND SIGN CONTRACT
		RECEIPT OF ADDENDA IF ANY

Authorized Signature

Title

Print Name

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS PART OF YOUR SUBMITTAL

**SECTION I
INSTRUCTIONS TO VENDORS**

1.1 PURPOSE:

The purpose of this document is to provide general and specific information for use in submitting a proposal to supply Effingham County with services as described herein. All proposals are governed by the Code of Effingham County, and the laws of the State of Georgia. Any contract and/or agreement and any addendums to it that result from this RFP shall be governed by the laws of Georgia, with venue in Effingham County.

1.2 HOW TO SUBMIT PROPOSALS:

All proposals shall be:

- A. Submitted in sealed opaque package (envelope or box as necessary), plainly marked with the RFP number and title, date and time of submission, and company name.
- B. Mailed or delivered in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.

Hand Delivery and Mailing Address:

Effingham County Purchasing Agent,
601 North Laurel Street,
Springfield, Georgia, 31329.

- C. Please check the County's website www.effinghamcounty.org prior to submission for any addendum to the RFP.

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

1.3 HOW TO SUBMIT AN OBJECTION:

Objections from Vendors to this request for proposal and/or these specifications should be brought to the attention of the County Purchasing Agent either verbally at the pre-proposal conference, or in writing at least two (2) days prior to pre-proposal conference. The objections contemplated may pertain to form and/or substance of the request for proposal documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this request for proposal.

1.4 ERRORS IN PROPOSALS:

Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Vendor's own risk.

1.5 STANDARDS FOR ACCEPTANCE OF VENDORS FOR CONTRACT AWARD:

The County reserves the right to reject any or all proposals and to waive any irregularities or technicalities in proposals received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the offer of a Vendor who has previously failed to perform properly or complete on time contracts of a similar nature, or an offer from a Vendor whom investigation shows is not in a position to perform the contract.

1.6 VENDOR:

Whenever the term "vendor" is used it shall encompass the "person," "business," "firm," or other party submitting a proposal to Effingham County in such capacity before a contract has been entered into between such party and the County. At times throughout this request for proposal the term "vendor" may be used interchangeably with the terms "contractor", "proposer" and "bidder".

1.7 COMPLIANCE WITH LAWS:

The Vendor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State or County statute, ordinances and rules during the performance of any contract between the Vendor and the County. Any such requirement specifically set forth in any contract document between the Vendor and the County shall be supplementary to this section and not in substitution thereof.

1.8 COUNTY:

Whenever the term "County" or "Owner" is used it is to refer to the Effingham County Board of Commissioners.

1.9 DEBARRED FIRMS AND PENDING LITIGATION:

Any contract resulting from this RFP is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt.3000. As such, the vendor must verify that none of its principals or affiliates (as defined in 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Any potential Vendor/firm listed on the Federal or State of Georgia Parties Listing (barred from doing business) **will not** be considered for contract award. Vendors **shall disclose** any record of pending criminal violations (indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years.

Proposals will not be accepted from any company, firm, person, party or parent subsidiary, against which Effingham County has an outstanding claim, or financial dispute relating to prior contract performance. If the County, at any time, discovers such a dispute during any point of evaluation, the proposal will not be considered further. Any Vendor/firm previously defaulting or terminating a contract with the County will not be considered.

Vendor acknowledges that in performing contract work for the County, Vendor shall not utilize any firms that have been a party to any of the above actions. If Vendor has engaged any firm to work on this contract or project that is later debarred, Vendor shall sever its relationship with the firm with respect to County contract.

** All Vendors are to read and complete the Vendors certification regarding debarment, suspension, ineligibility, and voluntary exclusion enclosed as Disclosure of Responsibility - Attachment D to be returned with response. Failure to do so may result in your proposal being rejected as non-responsive.

1.10 IMMIGRATION:

On 1 July 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov> to find the E-Verify information.

** All Vendors are to read and complete the E-Verify affidavit enclosed as Attachment E to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

1.11 PROTECTION OF RESIDENT WORKERS:

Effingham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the

Employment Eligibility Verification Form (I-9). The contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment

1.12 RFP SCHEDULE:

Request for Proposal	Date/ Time
Owner issues public advertisement of RFP	Tuesday 08-01-17
Deadline for submission of written questions	5.00pm (local time) Friday 08-11-17
Addendum issued to answer questions (if any) and posted online at www.effinghamcounty.org	5.00pm (local time) Tuesday 08-15-17
Deadline for submission of Proposals	2.00pm (local time) Monday 08-21-17
Proposal & Contract go before the Board of Commissioners for approval	5.00pm (local time) Tuesday 09-05-17

**SECTION II
GENERAL CONDITIONS**

2.1 SPECIFICATIONS:

Any obvious error or omission in the specifications shall not inure to the benefit of the Vendor but shall put the Vendor on notice to inquire of or identify the same to the County.

2.2 GEORGIA OPEN RECORDS ACT:

The responses will become part of the County's official files without any obligation on the County's part. Ownership of all data, materials, and documentation prepared for and submitted to Effingham County in response to a solicitation, regardless of type, shall belong exclusively to Effingham County and will be considered a record prepared, maintained or received in the course of operations of public office or agency and is subject to public inspection in accordance with the *Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-070, et.Seq.* unless otherwise provided by law. The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed up to three (3) years following completion.

2.3 GEORGIA TRADE SECRET ACT OF 1990:

In the event that a Vendor submits secret information to the County, the information must be clearly labeled as a "Trade Secret". The County will maintain the confidentiality of such trade secrets to the extent provided by law.

2.4 OFFERS TO BE FIRM:

The Vendor **warrants** that terms and conditions quoted in his offer will be firm for acceptance for a period of ninety (90) days from the date of proposal submittal. Fees quoted must also be firm for a ninety (90) day period.

2.5 COMPLETENESS:

All information required by the request for proposal must be completed and submitted to constitute a proper proposal. The County shall have sole discretion in evaluating qualifications and responses of Vendors. Vendor acknowledges that in performing a contract for the Board, Vendor shall not utilize any firms that have been a party to any of the actions listed in paragraph 1.9. If Vendor has engaged any firm to work on this contract or project that is later debarred, Vendor shall sever its relationship with that firm with respect to the Board's contract.

2.6 MULTIPLE PROPOSALS:

No Vendor will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-proposal Conference if one is scheduled, or submitted in writing at least five (5) days preceding the date for submission of proposals.

2.7 PATENT IDEMNITY:

Except as otherwise provided, the successful Vendor agrees to indemnify Effingham County and its officers, agents and employees against liability.

2.8 QUALIFICATION OF BUSINESS (RESPONSIBLE VENDOR):

A responsible Vendor is defined as one who meets all requirements of the RFP. Effingham County has the right to require any or all Vendors to submit documentation of their ability to perform, provide or carry out the service as requested herein and to disqualify the proposal of any Vendor as being unresponsive or un-responsible whenever such Vendor cannot.

2.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

By submission of this proposal, the Vendor certifies, and in the case of a joint proposal each party thereto as to its own organization, that in connection with this procurement:

- A. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly to any other competitor; and;
- C. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose or restricting competition.

2.10 AWARD OF CONTRACT:

The contract, if awarded, will be awarded to the responsible Vendor whose proposal will be most advantageous to Effingham County, price and other factors considered. The Board of Commissioners will make the determination as to which proposal best serves the interests of Effingham County. **Appeal of an award can only be made after the Board of Commissioners award a contract.**

2.11 TERM OF THE CONTRACT:

The initial term of the contract will be for three (3) years with the option to automatically renew for three (3) additional one (1) year terms.

- A. Unless otherwise directed by the Effingham County Board of Commissioners.
- B. Unless budgeted funds are not appropriated for said term.

No compensation will result from a contract unless an activation task order is approved by the Effingham County Board of Commissioners

2.12 INSURANCE PROVISIONS:

The selected Vendor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's fee proposal. **Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.**

General Information that shall appear on a Certificate of Insurance:

- A. Name of Producer (contractor's insurance Broker/Agent).
- B. Companies affording coverage (there may be several).
- C. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
- D. A Summary of all current insurance for the insured (includes effective dates of coverage).
- E. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- F. Certificate Holder (**This is to always include Effingham County**).

2.13 LIMITS OF INSURANCE:

Effective coverage shall have the following limits:

- A. **Commercial General Liability:** Provides protection against bodily injury, including death and property damage claims arising from operations of a contractor or tenant. Minimum limits: \$1,000,000 bodily injury, including death and property damage each occurrence and \$2,000,000 Property Damage, in the aggregate.
- B. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the contractor while performing within the scope of duties. Minimum limits: \$500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.
- C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an "Any Auto" basis.
- D. **Umbrella Policy:** \$10,000,000

2.14 SPECIAL REQUIREMENTS:

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
- B. **Extended Reporting Periods:** The contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this invitation.
- D. **Cancellation/Non-Renewal Notification:** Each insurance policy supplied in response to this invitation shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.
- E. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Vendor must ensure Certificates of Insurance are updated for the entire term of the Contract.
- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.
- H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its

officials, officers, employees, and volunteers; or the Vendor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.

2.15 ADDITIONAL COVERAGE FOR SPECIFIC PROCUREMENT PROJECTS:

Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants.

Minimum Limits: \$1,000,000 per claim/occurrence.

Coverage Requirement: If “claims made,” retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if “tail” coverage has been purchased and the duration of the coverage.

Builder’s Risk: (for Construction or Installation Contracts) Covers against insured perils while in the course of construction.

Minimum Limits: All-risk coverage equal 100% of contract value.

Coverage requirements: Occupancy clause – permits Effingham County Board of Commissioners to use the facility prior to issuance of Notice of Substantial Completion.

2.16 INDEMNIFICATION:

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

2.17 INTERPRETING SPECIFICATION:

The specifications or scope of services contained herein are intended to be descriptive rather than restrictive. The County is soliciting a proposal to provide a complete product or service package which meets all requirements. Changes in the scope of services, specifications, or terms and conditions if the RFP will be made in writing by the County prior to the proposal opening or due date. Results of informal meetings between a potential Vendor and a County official or employee may not be used as a basis for deviations from the requirements contained in this solicitation.

2.18 SIGNED RESPONSE CONSIDERED AN OFFER:

The signed Response shall be considered an offer on the part of the Vendor, which offer shall be deemed accepted upon approval by the Effingham County Board of Commissioners, or their designee. In case of a default on the part of the Vendor after such acceptance, Effingham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.

2.19 PAYMENT TO CONTRACTORS:

The contractor must submit a weekly invoice by email (with a hard copy mailed to the finance department at the address listed on the cover page of this RFP) to Effingham County Finance Department -

ap@effinghamcounty.org with copies to Effingham County's EMA Director -
chodges@effinghamcounty.org and Effingham County's Purchasing Department -
purchasing@effinghamcounty.org.

- a. Questions regarding payment may be directed to the Effingham County Finance Department at (912) 754-8057
- b. Contractors will be paid the agreed upon compensation upon satisfactory progress or upon completion of the work as more fully described in the contract document.
- c. Upon completion of the work, the Contractor will provide the County or contractor with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
- d. Effingham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Effingham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Effingham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

2.20 CONE OF SILENCE:

Lobbying of Procurement Evaluation Committee members, City employees, and elected officials regarding this product or service solicitation, Request for Proposal (RFP) or contract by any member of a proposer's staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation is strictly prohibited. Negative campaigning through the mass media about the current service delivery is strictly prohibited. Such actions may cause your proposal to be rejected.

In order to conduct this procurement transaction in manner that provides full and open competition and meet the Federal Uniform Guidance Requirements to ensures objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statement of work, or invitation for bids or request for proposal must be excluded from competing for this contract.

2.21 VENDOR DEFAULT:

In case of Vendor default, the County will provide a letter of official notice of non-performance. If the issue(s) are not remedied 30 days from receipt of said notice, the County reserves the right to procure services from other sources.

2.22 BYRD ANTI-LOBBYING AMENDMENT:

Proposer understands that they are required to sign an anti-lobbying certification letter to comply with the **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**. This certification applies to contractors subcontractors based on a tiered system. The requires that each tier certifies to the tier above that, it will not and has not used Federal appropriated funds to pay any person or organization for influencing, or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by **31 U.S.C. 1352**. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures must be forwarded from tier to tier up to Effingham County.

- a. If any litigation, claim, or audit has started before the expiration of the 3-year period, the records **must be retained** until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

- b. When Effingham County is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- c. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

2.23 HEALTH AND SAFETY:

- A. The proposer understands and acknowledges that the performance of the contract and related agreements resulting from this RFP must comply with 40 U.S.C. § 3702;
- B. The proposer understands and acknowledges that the performance of the contract and related agreements resulting from this RFP must comply with 29 C.F.R. Part 5;
- C. The proposer understands and acknowledges that the performance of the contract and related agreements resulting from this RFP must comply with the Clean Air Act 42 U.S.C. § 7401, et seq.;
- D. The proposer agrees to report any violation of 42 U.S.C. § 7401 and notify the County and the Federal Emergency Management Agency (FEMA) of such violations. The proposer agrees to include these reporting and notification requirements in any subcontract exceeding \$100,000 financed in whole or in part with FEMA monetary assistance;
- E. The proposer understands and acknowledges that it must comply with the Federal Water Pollution Control Act 33 U.S.C. § 1251, et. seq. and notify the County and FEMA of such violations. The proposer will include these reporting and notification requirements in any subcontract exceeding \$100,000 financed in whole or in part with FEMA monetary assistance;

2.24 ENERGY AND RESOURCE EFFICIENCY:

- A. The proposer understands and acknowledges that the performance of the contract and related agreements resulting from this RFP must comply with 42 U.S.C. § 6201;
- B. In performing the contract resulting from the RFP, the proposer must make maximum use of products containing recovered materials designated by the United States Environmental Protection Agency (EPA) unless the product cannot be acquired-
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- C. EPA has comprehensive guidelines on this provision found at www.epa.gov/cpg. A list of EPA-designated items can be found at www.epa.gov/cpg/products.htm.

2.25 ACCESS TO INFORMATION AND WORK SITES:

- A. In addition to complying with the Georgia Open Records Act, the County and the proposer must provide at FEMA's request access to documents, records, books, papers, and data relevant to the performance of the contract resulting from this RFP in order for FEMA to monitor, examine, administer, and audit the contract resulting from this RFP and FEMA monies related to the contract resulting from this RFP;
- B. The County and the proposer agree to allow the FEMA Administrator or his authorized representative access to work sites pertinent to the performance of the contract resulting from this RFP.

2.26 FEMA SEAL AND LOGO:

The County and the proposer shall not use the FEMA or United States Department of Homeland Security (DHS) seal or logo, or reproductions of FEMA or DHS flags, insignias, or likeness of any FEMA or DHS official without FEMA or DHS approval.

2.27 OTHER REQUIREMENTS:

- A. The County and the proposer acknowledge that FEMA awarded financial assistance will be used to fund the Contract resulting from this RFP only and will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives;
- B. Neither the Federal Government or FEMA is a party to any Contract resulting from this RFP and is not subject to any obligations or liabilities to the County or proposer pertaining to any matter resulting from the Contract resulting from this RFP;
- C. The proposer acknowledges that 31 U.S.C. Ch. 38 (Administrative Remedies for False Claims and Statements) applies to the proposer's actions pertaining to the contract resulting from this RFP.

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RFP No. 18-002 – Disaster Debris Removal Services

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

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

This _____ day of _____ 20 _____.

BY: _____

SIGNATURE

PRINTED NAME AND TITLE

COMPANY

ADDRESS

PHONE NO.

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**SECTION III
REQUEST FOR PROPOSAL**

3.1 DESCRIPTION AND OBJECTIVES:

Effingham County is seeking proposals from qualified contractors for Disaster Debris Removal Services for a period of three (3) years with three (3) subsequent one (1) year renewals possible. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to the county.

NOTE:

No compensation will result from a contract unless an activation task order is approved by the Effingham County Board of Commissioners

- A Bid Bond is not required as this is for “as needed” services.
- Performance and payment bond will be required upon the activation this contract following a disaster. The awarded Contractor shall submit performance and payment bonds as specified in this Request for Proposal.

3.2 ACCEPTANCE AND EVALUATION OF PROPOSALS:

Effingham County will accept all qualified proposals and give them complete and impartial consideration. A selection committee will evaluate all proposals submitted that meet requirements. The award will be based on general criteria, as outlined in this RFP. Proposals will be evaluated in light of the material and substantiating evidence presented in the proposal, and not on the basis of what is inferred.

Any proposal which does not meet all requirements may be disqualified as being non-responsive. Proposals that are deemed to be incomplete as to substance and content may be returned without further consideration.

All proposals will be evaluated from the written responses to the requirements set forth in this request. The evaluations will be based on the following criteria.

1. Experience, Qualifications and Personnel	25 Points
2. Work Plan / Technical Approach	25 Points
3. Stability	10 Points
4. References	15 Points
5. Fee	25 Points

Evaluations will be made by a committee which could consist of staff, elected officials and possibly other representatives designated by the owner. The selection committee will receive and review the proposals received in response to this request. Proposals will be evaluated against the above set of weighted criteria to determine those firms most qualified for this project.

The County reserves the right to ask for additional information from all parties that have submitted proposals. Any proposals submitted shall remain valid for six months after the proposal due date or until the County executes a contract, whichever occurs first.

3.3 PRICING PROPOSAL:

Provide a completed Pricing Proposal Form (Attachment A).

NOTE:

No compensation will result from a contract unless an activation task order is approved by the Effingham County Board of Commissioners

3.4 PROPOSAL DEADLINE:

The response to the request for proposal must be received by the Effingham County Purchasing Office no later than **2.00pm (LOCAL TIME) Monday August 21, 2017**. Any proposal received after the time and date stipulated will be rejected and returned to the Vendor. The County may, for good and sufficient reason, extend the response deadline, in which case all potential Vendors will receive an addendum setting forth the new date.

3.5 WITHDRAWAL OF PROPOSAL:

Your proposal may be withdrawn by written REQUEST received by the County before the time fixed for receipt of proposals

3.6 CONFIDENTIALITY OF DOCUMENTS:

Upon receipt of a proposal by the County the proposal shall become the property of the County without compensation to the Vendor, for disposition or usage by the County at its discretion. The particulars of the proposal documents will remain confidential until final award of the contract.

3.7 FORMAT OF RESPONSES:

To be considered, Vendors must submit a complete response to the request for proposals. Proposals shall be typed or printed in ink and bound with a simple method of fastening. Lengthy narratives are discouraged; proposals should be brief and concise and not include extraneous or unnecessarily elaborate promotional material. To assure a uniform review process and obtain the maximum degree of comparability, each proposal shall include the following content and shall be presented in the following order:

- A. Letter of Interest
- B. Qualifications of the Firm
- C. Experience and Capability – project management, technical approach
- D. Current Audited or Compilation Financial Statements and surety reference
- E. Appendices

Each proposal must be submitted in one (1) original and two (2) copies bound to:

Effingham County Purchasing Department
Fiona Charleton, Purchasing Agent
601 N Laurel Street
Springfield, GA 31329

3.8 COST TO PREPARE RESPONSES:

The County assumes no responsibility or obligation to the Vendors and will make no payment for any costs associated with the preparation or submission of the proposal.

**SECTION IV
SPECIAL CONDITIONS**

4.1 PROPOSAL FORMAT AND CONTENT:

Proposals are to be submitted in 8½” x 11” size, typed or printed in ink and bound with a simple method of fastening. Lengthy narratives are discouraged; presentations should be brief and concise and not include extraneous or unnecessarily elaborate promotional material. The proposal should not exceed 50 pages in length, excluding the RFP and appendices, if any. Vendors should use the following outline in organizing the contents of their proposals.

4.4.1 *Letter of Interest:*

The Letter of Interest shall be limited to three (3) single-spaced typewritten pages. The purpose of the Letter of Interest is to provide a description of the Vendor’s ability to meet the requirements of the RFP.

4.4.2 Qualifications of The Firm :

- A. Provide a description and history of the firm focusing on previous governmental Disaster Debris Removal Services experience.
- B. Provide a listing of Disaster Recovery projects within the last ten (10) years with a brief narrative of each project, client and services provided, whether as lead agency or as a sub-contractor, value of services and current status.
- C. State if your firm has operated under a different name within the past ten (10) years and provide the name that your firm previously operated under.
- D. Provide complete details of any contract termination within the last ten (10) years and state the reason(s) for the termination.
- E. Provide documentation that shows the firm has met Emergency Management Program accreditation requirements as outlined in NFPA 1600.
- F. Firm responses shall include, at minimum, the following :
 - Recent experience demonstrating an in-depth understanding of Disaster Debris Removal Services in accordance with GEMA and FEMA policies
 - Documented complete and full working knowledge of Federal, State and local codes, laws and regulations governing the work, including Public Assistance Guide (FEMA 322), Public Assistance Handbook (FEMA 323) and the Public Assistance Debris Management Guide (FEMA 325)
 - Experience coordinating with Federal, State and Local emergency agencies.
 - Demonstrate reporting to GEMA and FEMA.
 - Provide a detailed list of all the services that company is able to provide.
 - Provide an equipment list to meet or exceed the minimum requirements of the Scope of Services and indicate if owned, leased, sub-contracted and time of availability should upon activation of contract/task order.
- G. Provide at least five (5) references for which the firm has performed services within the past ten (10) years that are similar to the requirements listed in the Scope of Services. The references must be able to attest to the company's knowledge, quality of work, timeliness, diligence, working relationships and flexibility. Provide the reference contact name, address, email address, telephone numbers and date of the contract.
- H. Provide a list of all claims, arbitrations, administrative hearings and lawsuits related to debris removal services brought against your company. Has the proposer been a defendant in any litigation involving debris removal services in the last ten (10) years? If so, provide a detailed description of such litigation and the outcome. Has the proposer ever been the subject of an investigation involving debris removal services? If so, provide a detailed description of the investigation and its outcome. Has the proposer ever brought suit against a state or local government involving the proposer's debris removal services contract with such governmental entity? If so, provide a detailed description of the suit and its outcome. Is the proposer currently barred from doing GEMA/FEMA related work?

4.4.3 Project Management:

Provide a descriptive list of key personnel to be assigned to provide the required services with resumes for each describing experience, training and education relevant to the required services. Provide an organizational chart. Provide a list of certifications held by key personnel.

Key personnel must be trained in National Incident Management Systems (NIMS) for public works including copies of Incident Command System certifications.

4.4.4 Technical Approach:

- *Project Approach:*
Provide a narrative description of your approach to project operations, including principles of project management, pre-planning approach, and mobilization method.
- *Contract Management:*
Describe your ability to handle multiple contractual obligations in the event of a regional or statewide disaster involving a number of public entity clients under contract for similar support.
- *Accounting & Document Management:*
Describe your approach to invoicing and documentation. Demonstrate effective and efficient automated processing of all documents for reimbursement.
- *Debris Operations Plan:*
This description should fully and completely demonstrate the proposers intended methods in performing the contract. At a minimum, the plan shall address mobilization, response time, hauling, staging, reduction, recycling, disposal, DMS management, and required documentation.

4.4.5 Financial Statements: Current audited or compilation financial statements, or two (most recent) years of reviewed financial statements from a Certified Public Accounting firm confirming Proposer’s financial ability to finance a multi-million dollar volume of work for a minimum of 45 days without interference or slow-down in the work.

4.4.6 Surety Reference: Proposer must also demonstrate bonding capability by submitting a letter from its surety stating that the Proposer has a bonding capacity of at least three (3) million dollars.

4.4.7 Appendices: Include any additional information you deem essential to a proper evaluation of your proposal not included in the preceding section. These Appendices should be relevant and brief.

4.2 STATEMENT OF DISCLOSURE:

All Vendors must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

Interests of Public Officials.

The vendor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the BOARD immediately by written notice. For breach or violation of this clause, the BOARD may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. “Interest” as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term “interest” shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or

employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. *Remote interest* as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. *Family* as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

4.3 CONTRACT:

The successful contractor will be expected to provide an executed contract for approval by the Board. Upon receipt of the fully executed contract, the contractor shall be bound to deliver the stated services according to the terms and conditions of the contract and any addendums thereto. The County shall also be bound on the said terms and conditions to procure the services described and remit payment to the contractor when said services are completed. The successful contractor shall not commence work under this Request for Proposal until a written contract is awarded. If the successful contractor does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

4.4 PERFORMANCE AND APPROVAL OF SUB-CONSULTANTS:

The Vendor will perform the work as an independent contractor and not as an agent or employee of the County, and will secure written permission from Effingham County before subcontracting any part of this service. *Vendor will only have one tier of subcontractors unless prior approval is given by the County.*

4.5 CHANGES:

In the event a contract is awarded, the County may, with prior Board approval, make changes at any time during the contract period within the general scope of the contract and its technical provisions. If any such change causes any increase or decrease in the Vendor's cost of performing any part of the contract, an equitable adjustment shall be made in the contract prices, or in the time of performance, or in both. A written memorandum of such adjustment shall be made prior to any changes in contract pricing schedules.

4.6 APPLICABILITY TO SUB-JURISDICTIONS:

Subsequent to award of the contract, the County municipalities may avail themselves of contractor's services at the same fees charged to the County. Any agreement between a municipality and the successful contractor will be independent from the County's agreement with the contractor. The County will bear NO responsibility for any agreement between a municipality and the contractor. The successful contractor must therefore have the ability to provide services under this contract County-wide.

4.7 INSPECTION BY CONTRACTOR:

Contractor understands that any information provided by the County is meant only to assist the contractor and contractor agrees to rely on its own knowledge and investigation and not any assistance provided by the County. Contractor acknowledges that it is prepared for potentially adverse working conditions including, but not limited to; limited fuel supplies, limited housing availability, limited food and water supplies, and wet and muddy conditions, and that these factors were considered in determining the costs originally agreed upon by the parties.

4.8 HOURS OF WORK:

The Contractor shall operate during daylight hours coordinating with storage and disposal facilities, unless otherwise directed by the County's designated representative. Removal of debris shall be restricted to between the hours from dawn to dusk. Contractor shall devote such time, attention, and resources to the performance of Contractor's services and obligations hereunder as shall be necessary to complete this project.

4.9 TIME OF THE ESSENCE:

Contractor understands that time is of the essence in the performance of this work and agrees to work diligently to complete this work by the earliest possible date.

4.10 PERSONNEL:

Contractor represents and warrants to the County that Contractor has, or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel required to perform the services under this Contract. Such personnel shall not be deemed to be employees or agents of the County or to have any contractual relationship with the County. All services required of Contractor hereunder shall be performed by Contractor or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. Any changes or substitutions in Contractor's key personnel must be approved in advance by the County. Contractor represents and warrants to the County that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Contractor shall remove from the work described in this Contract any person the County deems to be incompetent, careless, or otherwise objectionable.

4.11 SAFETY:

A. Contractor understands and acknowledges that it may be working in congested areas. Contractor shall employ flag men and other necessary measures to protect the public and shall be fully responsible for implementing safety measures in performing its work and will provide necessary traffic control measures.

B. Contractor shall be responsible for the conduct and actions of all of its employees and subcontractors. Contractor's employees and subcontractors shall not exhibit any pattern of discourteous behavior to the public or otherwise act in a manner contrary to the best interests of the County.

C. Contractor shall be responsible for the control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract.

4.12 PERFORMANCE:

Contractor shall perform its obligations hereunder in a manner so as not to interfere with the normal operations of the County. Such performance by Contractor shall be in compliance with all applicable local, state, and federal laws and regulations.

4.13 MODIFICATIONS OF WORK:

The County reserves the right to make changes in the Services, including alterations, reductions or additions thereto. If the County elects to make the change, the County shall issue a contract amendment or change order and Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by both parties.

**SECTION V
SCOPE AND SPECIFICATIONS**

5.1 SCOPE OF SERVICES:

The primary purpose of this scope of work is to maintain the public health, safety, and well-being of the County and its citizens during the response to an emergency situation, as well as to restore the public areas of the County to a normal condition. The Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of this Contract in the shortest time possible. Debris removal from private property may be

added to this contract.

The work to be performed under this Contract shall consist of collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process, or dispose of debris that is unrelated to disaster damage. Direction by the County in this proposal shall also mean direction by the Monitor. Trees, limbs, and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way line or property line, and the public portion shall be removed under this contract. No debris shall be loaded without the presence of a monitor issuing a proper load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, and loading departure time.

The Contractor shall maintain debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of ROW debris during each pass and provide this information to the Monitor on a daily basis. To receive payment under this Contract, Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by a County representative at each site. Contractor shall be paid solely on the tickets issued and verified by the Monitor at the reduction sites.

5.2 TASK ORDER SPECIFIC TO DISASTER:

When a major disaster occurs or is imminent Effingham County will advise successful firm of the County's intent to activate the contract. A task order will be issued specific to the disaster.

In preparation for an imminent hurricane strike, the contractor may be asked to stage outside the strike area. In this case, the contractor is to provide the emergency push into Effingham County.

Upon contacting the contractor, Effingham County will issue a task order assignment with a project specific scope of work. The issuance of the task order will allow the contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The contractor will also begin coordination with Effingham County emergency management personnel. This may include staffing or preparing reports for the emergency operations center.

The contractor shall have a maximum of fourteen (14) calendar days from notification by Effingham County to mobilize and begin their response. Failure to mobilize and be on site in the allotted time may result in termination of the task order. The County reserves the right to bring in an alternate contractor (s) should mobilization not occur fourteen (14) calendar days from notification.

Once work has commenced, should the contractor discontinue operations for more than 5 consecutive calendar days without authorization from the County, the County reserves the right to bring in an alternate contractor(s).

5.3 MANAGEMENT AND OPERATIONS :

The Contractor shall manage one or more Debris Management Sites (DMS) designated by the County. Site management, debris reduction, and site closure shall comply with all local, Federal and State laws and regulations. DMS management shall include site security and include segregation of types and sources of debris, as directed by the County.

The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area including providing for, installing, and enforcing traffic control signage.

The Contractor shall manage the site(s) to minimize the risk of fire.

Contractor shall provide a DMS Foreman. The DMS site foreman will be responsible for management of

all operations of the site to include, traffic control, dumping operations, segregation of debris, burning, grinding, and safety. The DMS site foreman will coordinate directly with the County's/authorized agency's site monitor.

Prior to a disaster event, the Contractor shall assist the County in finding and establishing disposal sites within the County. Upon activation of this contract the Contractor will maintain the temporary disposal sites. This includes installation of any required culverts with adequate turning radius for vehicles used by Contractor to haul debris and the development and creation and maintenance of any needed access roads from an asphalt street to the dump area and any necessary improvements to dump site to prevent vehicles from becoming stuck in mud and unable to use dump site during wet conditions. This includes hauling and placing gravel for the site. Contractor shall provide for any environmental requirements to include, but not limited to, wind-born debris control fencing, silt fencing or water retention berms. The Contractor shall construct a roofed inspection tower sufficient for a minimum of three (3) inspectors (scissor lifts may be used as towers, if approved by the County). The gravel cost and other necessary site preparation costs will be invoiced to the County. Payment under this pay item shall be based on a per cubic yard quantity.

The Contractor shall be responsible to assemble, direct and a workforce that can complete all debris management tasks.

The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor including the posting of traffic control signage. Additionally, the Contractor shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of the contract.

The Contractor shall ensure that wherever non-English speaking crews are utilized, at least one crew supervisor must be fluent in English.

The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractor's actions or operations during the performance of the contract. Corrections for any such violations shall be at no additional cost to the City and/or the authorized agencies.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state or local governments or agencies, or of any public utilities or other private Contractor.

Contractor must be able to mobilize management staff and field crews

One of FEMA requirements is for the County to have monitoring service observe and document the procedures of hired "hauler" contractors who are responsible for recovery efforts of damaged disaster debris from public and private property, public areas and public right-of-ways. The monitoring service will ensure that the County's hired disaster debris removal contractors only recover disaster damaged debris that is eligible for reimbursement by FEMA and that is covered under the individual contractors contract. The selected "hauler" contractor will coordinate work with the County's hired monitoring service contractor to ensure that the monitoring service is aware of their daily work schedules. The monitoring service will complete load tickets that document the following for each group of items collected by the "hauler" contractors:

- (1) Using load tickers, keep a detailed list of items recovered;
- (2) Document location of where the items were recovered;
- (3) Estimate the weight of the original items collected;

- (4) Track the name of the company and employee who collected the collected the items;
- (5) Document whether or not the items recovered by the hauler contractor were eligible under the hauler’s contract;
- (6) Document whether or not the items recovered are eligible under FEMA reimbursement guidelines;
- (7) Document if the recovered items are hazardous and require special handling;
- (8) Document if hazardous items are staged separately for other non-similar disaster debris;
- (9) Document if the hauler followed the proper procedures to dispose of the hazardous disaster debris;
- (10) Document the methods used by the hauler contractor to reduce the volume of the disaster debris prior to disposal into the landfill;
- (11) Document the disposal method for all disaster debris collected by the hauler contractor; and
- (12) Reconciled the disaster debris load tickers to the haulers invoices for accuracy prior to the County paying the haulers invoices.

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, above ground utilities etc. caused by the Contractor’s equipment or personnel. The Contractor shall preserve and protect all existing structures, utilities, vegetation and etc. on or adjacent to work area.

The Contractor(s) shall be responsible for reporting to the City debris management center and cleaning up all petroleum, oil, lubricant “poll” spills caused by the Contractor(s)’s operations at no additional cost. Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable Federal, State and local laws and regulations.

The Contractor shall repair or replace with like material all damaged mailboxes as soon as possible after which the damage occurred. The Contractor shall contact the person(s) making the claim regarding damages within 24 hours after receiving the claim.

The Contractor shall provide the County with a weekly report listing all damage claims and outlining the status of all damage repairs.

Contractor should have experience working on construction sites and be familiar with safety regulations. They should have the ability to estimate debris quantities, tree diameters, differentiate between debris types, properly fill out load tickets, and follow all site safety procedures. Specific services may include:

- Coordinating daily briefings, work progress, staffing, and other key items with the City.
- Work with and coordinate work with County hired monitoring services contractors.
- Scheduling work for all team members and contractors and subcontractors on a daily basis.
- Alert the County and the debris contractor(s) of safety concerns during the debris removal process by conducting both routine and random safety inspections of operations.
- Developing daily operational reports to keep the County informed of work progress.
- Complete Hazardous Stump Worksheet and other pertinent report preparation required for reimbursement FEMA and any other applicable agency for disaster recovery efforts by Coty staff and designated debris removal contractors.
- Providing a Final Report within 30 days of completion of the recovery operations.

5.4 REMOVAL AND HAULING VEGETATIVE DEBRIS:

As identified by and directed by the County or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris collected from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site(s) (DMS) within the community as designated by the County. This includes fallen tree and limb debris that is located on public property and ROW as well as hazardous limbs and trees removed by the Contractor and placed on public property or ROW.

Payment under this pay item shall be based on a per cubic yard quantity.

5.5 REDUCTION OF VEGETATIVE DEBRIS BY GRINDING:

The Contractor shall reduce vegetative debris by grinding. This may include vegetative debris delivered to the DMS by the Contractor, by the County, or by others. Payment under this pay item shall be based on a per cubic yard quantity.

5.6 REDUCTION OF VEGETATIVE DEBRIS BY BURNING:

The Contractor shall reduce vegetative debris by air curtain incinerator burning. ***Any burning MUST be performed with an air curtain. Burning performed without an air curtain is non reimbursable so will be the contractor's responsibility. The County WILL NOT pay for any debris reduced by burning performed without an air curtain.*** This may include vegetative debris delivered to the DMS by the Contractor, by the County, or by others. Payment under this pay item shall be based on a per cubic yard quantity.

5.7 LOADING, HAULING AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING:

Contractor shall load and haul reduced (by grinding) vegetative debris to a final disposal site as directed by the County. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill as directed by the County. This pay item does not include tipping or disposal fees. Payment under this pay item shall be based on a per cubic yard quantity. Tipping fees will be paid by the County and billed to FEMA for reimbursement.

5.8 LOADING, HAULING AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING:

Contractor shall load and haul reduced (by burning) vegetative debris to a final disposal site as directed by the County. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill as directed by the County. This pay item does not include tipping or disposal fees. Payment under this pay item shall be based on a per cubic yard quantity. Tipping fees will be paid by the County and billed to FEMA for reimbursement.

5.9 REMOVAL AND HAULING OF C&D DEBRIS TO DMS:

As identified by and directed by the County, the Contractor shall accomplish the pickup, loading, and hauling of all C&D Debris collected from public property and ROW. The Contractor shall haul C&D debris to a DMS within the community, as designated by the County. Payment under this pay item shall be based on a per cubic yard quantity.

5.10 REDUCTION OF C&D DEBRIS BY GRINDING:

In order to reduce the burden on available landfill space, the Contractor may be required reduce C&D debris by grinding if permitted by the County. This may include C&D debris delivered to the DMS by the Contractor, by the County, or by others. Payment under this pay item shall be based on a per cubic yard quantity.

5.11 REDUCTION OF C&D DEBRIS BY COMPACTION

The Contractor may be required to reduce C&D debris by compacting the debris with heavy equipment (i.e. large trackhoe). This may include C&D debris delivered to the DMS by the Contractor, by the County, or by others. Payment under this pay item shall be based on a per cubic yard quantity.

5.12 LOADING, HAULING AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING/COMPACTION

Contractor shall load and haul reduced (by grinding or compaction) C&D debris to a final disposal site as directed by the County. The Contractor may be required to remove and haul reduced debris from a DMS site or sites managed by others, to an approved landfill as directed by the County. This pay item does not

include tipping or disposal fees. Payment under this pay item shall be based on a per cubic yard quantity. Tipping fees will be paid by the County and billed to FEMA for reimbursement.

5.13 LOADING, HAULING AND DISPOSAL OF C&D DEBRIS (NON DMS OPTION)

As identified by and directed by the County, the Contractor shall accomplish the pickup, loading, and hauling of all Construction and Demolition (C&D) Debris from public property and ROW. Contractor shall deliver C&D Debris directly to a final disposal site approved and directed by the County. Additionally, the Contractor may be required to pick up and remove C&D Debris located at DMS sites operated by others, as directed by the County or Monitor, for payment under this pay item. Payment under this pay item shall be based on a per cubic yard quantity. Tipping fees will be paid by the County and billed to FEMA for reimbursement.

5.14 REMOVAL OF HAZARDOUS HANGING LIMBS:

The Contractor shall remove hazardous hanging limbs (hangers) over 2” in diameter from trees on public property and ROW, **as identified by the County. Trees with hazardous limbs must be identified by the County prior to removal by the Contractor TO BE ELIGIBLE FOR PAYMENT.** Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis. Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be handled separately under pay item above.

SCOPE OF WORK FOR DISASTER DEBRIS HAZARDOUS LEANING TREES AND TREE STUMP RECOVERY SERVICES (EXTRACTION, GRINDING, OR FLUSH CUT HAZARDOUS TREES/TREE STUMPS AND BRACING OR STRAIGHTENING TREES:

Contractors will be required to identify, extract, remove, and dispose of disaster related hazardous leaning trees and tree stump debris from the County’s improved public property, improved public areas, and public right-of-ways. This includes fill in, or grinding in place, of root ball areas of disaster damaged tree/tree stumps or flush cut disaster damaged trees/tree stumps. In addition, contractors will be required to identify leaning trees that pose a threat for straightening or bracing if it is less costly than removal and disposal. Effingham County will seek reimbursement from the Federal Emergency Management Agency (FEMA) for having a contractor provide these services. Therefore, the contractor shall follow FEMA guidelines as outlined in the January, 2016 FEMA 322 Public Assistance Guide, 2010 FEMA 327 Public Assistance Debris Monitoring Guide and FEMA 325 Public Assistance Debris Management Guide.

5.15 REMOVAL OF HAZARDOUS LEANING TREES:

The Contractor shall remove hazardous leaning trees (leaners) 6” or greater in diameter (measured 54” above ground) from public property and ROW, **as identified by the County. Hazardous leaning trees must be identified by the County prior to removal by the Contractor TO BE ELIGIBLE FOR PAYMENT.** Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The County or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Price Proposal. Payment for hauling, reduction, and disposal of the hazardous trees collected and placed on ROW will be handled separately under pay item above.

The contractor must note that grinding any residual tree stump after the tree has been removed is not eligible for reimbursement by FEMA; therefore, that process is not an acceptable method for any contract/task order resulting from this RFP.

5.16 REMOVAL OF HAZARDOUS STUMPS:

If more than 50% of the root ball of a stump, greater than 24 inches diameter measured 24 inches above the ground, is exposed, the stump shall be removed. The Contractor shall back-fill each stump hole flush with the surrounding ground with compatible material. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. Payment will be on a per stump basis in size categories as shown in the Price Proposal. Payment is for stump removal only. For hauling purposes, stumps will be converted to cubic yards measurement and hauled under payment item 1. For reduction and disposal purposes, stumps will be considered vegetative debris and handled as such under separate line items.

5.17 WHITE GOODS:

The Contractor shall remove, decontaminate, transport, and recycle (or dispose of, at contractor's discretion) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. Freon capture must be performed by a licensed technician. White goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling, or recycling. Contractor shall be responsible for any disposal costs. Payment under this item will be per each unit.

5.18 ELECTRONICS WASTE:

The Contractor shall removal, haul, and recycle (or dispose of, at contractor's discretion electronics waste (e-waste) from public property and ROW. Payment under this item will be per cubic yard. Contractor shall be responsible for any disposal costs.

5.19 HOUSEHOLD HAZARDOUS WASTE:

Household Hazardous Waste (HHW) includes handling, removal and collection of propane tanks, paint, pesticides and other materials that are prohibited items from disposal in Subtitle D landfills and Class I disposal sites. The Contractor will segregate these items from vegetative and C/D debris and load and transport the HHW to a collection site identified by the County. Disposal will be the responsibility of the County. No disposal is included in this line item. The HHW will be segregated in the field and hauled in concentrated loads. Payment under this item will be per pound.

5.20 LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES:

The Contractor shall remove, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Any tipping fees shall be paid by the County. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. Payment under this item will be per each unit.

5.21 REMOVAL, HAULING AND DISPOSAL OF DEAD ANIMAL CARCASSES:

The Contractor shall remove haul and dispose of dead animal carcasses as directed by the County or Monitor. Disposal must be in accordance with federal, state, and local regulations [Tipping Fees will be paid by the County].

5.22 REMOVAL AND HAULING OF STORM DEPOSITED SOILS TO DMS:

As identified by and directed by the County or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all storm deposited soils (sand, silt, mud) collected from public property and ROW. The Contractor shall haul storm deposited soils to a Debris Management Site (DMS) within the community, as designated by the County. Payment under this pay item shall be based on a per cubic yard quantity.

5.23 REMOVAL AND HALING OF MIXED C&D AND VEGETATIVE DEBRIS TO DMS:

As identified by and directed by the County or Monitor, the Contractor shall accomplish the pickup,

loading, and hauling of all mixed Vegetative and C&D Debris collected from public property and ROW. The Contractor shall haul Vegetative and C&D debris to a DMS within the community, as designated by the County. This material will be reduced under the C&D Grinding line item. Payment under this pay item shall be based on a per cubic yard quantity.

5.24 DEMOLITION OF HAZARDOUS STRUCTURES:

As identified by and directed by the County or Monitor, the Contractor shall demolish hazardous structures and place the material on the ROW for haul out as C&D. Payment under this pay item shall be based on the square footage of the structure.

5.25 PRIORITY OF WORK AREAS:

The County will establish the priority of and shall approve the geographic work areas and types of debris in advance, which the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. If multiple contracts are awarded, each Contractor will be assigned a geographic area or type of debris. The County may choose to reassign areas at any time for any reason. The contractor shall remove all debris and leave the site from which the Debris was removed in a clean and neat condition with the understanding that there will be small quantities of leaves, twigs, bark, and household debris, (generally one-half cubic foot or less that is not picked up by equipment, machinery, and general laborers used by the Contractor). Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the County or its agent. **Contractor will not be allowed to “cherry pick” debris.**

5.26 DEBRIS OWNERSHIP AND HAULING RESPONSIBILITIES:

Once the Contractor collects debris, it is the property of the Contractor and the Contractor is solely responsible for all aspects related to the debris, including, but not limited to, the hauling and disposal of the debris.

5.27 DEBRIS DISPOSAL:

- A. The Contractor shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable federal, state, and local laws, standards and regulations. Final disposal locations will be at Georgia EPD approved facilities with prior notification to the Owner and their consent on the proposed disposal site. Information regarding the location of final disposal shall be attached to this Contract in the form of an Addendum to this Contract. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all local, state, and federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the County.
- B. If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per applicable federal, state, or local criteria. Acceptance of proper closure by relevant government authorities must be documented by the Contractor prior to final payment under this contract. Contractor will be responsible for performing applicable environmental baseline studies prior to utilizing a site.
- C. Contractor acknowledges, represents, and warrants to the County that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, or any other Federal, State or local agencies or authorities.
- D. Contractor acknowledges and understands that any disposal, removal, transportation, or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.
- E. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property, and public infrastructure.

- F. The Contractor shall ensure that all vehicles transporting debris are equipped with and use tarps or netting to prevent further spread of debris.

5.28 CONTRACTOR EQUIPMENT:

- A. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state, and local regulations including, without limitation, all USDOT and state regulations, and are subject to the approval of the County. All loads must be secured and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.
- B. The Contractor shall supply vinyl type placards identifying the County, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned truck number and measured cubic yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter processing and disposal facilities.
- C. The Contractor shall furnish a complete and updated list identifying truck and trailers that will be used in the transport of Debris from the DMS sites to the permanent disposal sites. The listing shall include the following information:
- a. Truck and/or trailer license number.
 - b. Year, make, and color of each truck and/or trailer.
 - c. Cubic yardage capacity of each trailer as measured and recorded by the Monitor.
- D. Each truck and trailer passing through disposal check points shall be identified by a Contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the County shall not be paid for debris being transported.
- E. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.
- F. Contractors are required to ensure that all employees and subcontractors wear high visibility safety apparel. Safety apparel shall meet ANSI 107-1999 (Class 2) standard.

5.29 EMERGENCY ROAD CLEARANCE:

Immediately following a disaster, it may be necessary to perform emergency clearance of primary transportation routes **as directed by the County**. Payment under this item will be on an hourly basis for manpower and equipment as listed in Part II of the Price Proposal. This hourly work will only be conducted for the first 70 hours unless otherwise agreed in writing.

5.30 DOCUMENTATION MANAGEMENT AND SUPPORT:

The Contractor shall provide data management and support to the County during the disaster recovery effort including but not limited to:

- Assist the County in the preparation of FEMA and State reports for reimbursement, including review of documentation prior to submittal.
- Work closely with the County's Emergency Management, GEMA, FEMA and other agencies to ensure that debris collection, disposition and all supporting data meet each agency's requirements for reimbursement
- Conduct daily meetings with the County to provide updates on the status of operations, discuss issues/problems, and provide detailed daily work schedules. The Contractor shall provide daily situation reports in a format approved by the County that detail progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done and where debris removal was completed. Reports must also include the types and volumes of debris transported, reduced, and disposed to be include with invoices submitted for payment.

5.31 DISASTER DAMAGE DEBRIS LISTING (NOT ALL INCLUSIVE) :

CATEGORY TYPE OF DISASTER DAMAGED DEBRIS	LIST OF DISASTER DAMAGE DEBRIS WHICH IS NOT ALL INCLUSIVE
Vegetative Disaster Debris	<p>For the purpose of this contract "Vegetative Disaster Debris" may include the following:</p> <ul style="list-style-type: none"> Tree limbs Tree branches Other Leafy materials Tree stumps with 50% or greater of the root exposed Trees still in place but damaged to the extent they pose an immediate threat Trees leaning and hangers
Construction & Demolition Disaster Debris	<p>"Construction and Demolition Disaster Debris" examples may components of buildings and structures may include some of the following:</p> <ul style="list-style-type: none"> Lumber and wood Gypsum wall board Glass Metal Roofing Material Tile Carpeting and other flooring coverings Window coverings Pipe Concrete Asphalt Equipment Furnishings and fixtures
Hazardous Waste Disaster Debris	<p>"Hazardous Waste Disaster Debris" may waste that appears on one of the four hazardous waste lists in Title 40 of the Code of Federal Regulations (CFR) Part 261 or exhibits at least one of the following four characteristic:</p> <ul style="list-style-type: none"> Ignitability Corrosivity Reactivity Toxicity <p>This type of waste is regulated under the Resources Conservation and Recovery ACT (RCRA) and contain properties that make it potentially harmful to human health or the environment.</p>
Household Hazardous Waste Disaster Debris	<p>For the purpose of this contract "Household Hazardous Waste (HHW) Disaster Debris" is a hazardous product or material used and disposed of by residential consumers, rather than commercial consumers.</p> <p>When HHW mixes went other debris types will contaminate the entire load, which necessitates special disposal methods. Some this items include the following:</p> <ul style="list-style-type: none"> Some paints Some stains Varnishes Solvents Pesticides <p>Other material containing volatile chemicals that catch fire, react or explode under certain circumstances or that are corrosive or toxic.</p> <p>When HHW mixes went other debris types will contaminate the entire load, which necessitates special disposal methods.</p>

CATEGORY TYPE OF DISASTER DAMAGED DEBRIS	LIST OF DISASTER DAMAGE DEBRIS WHICH IS NOT ALL INCLUSIVE
Electronic Waste Disaster Debris	<p>"Electronic Waste Disaster Debris" includes electronics that contain hazardous materials that require specific disposal methods. Some of these items include the following:</p> <ul style="list-style-type: none"> Computer monitors Televisions Cell Phones Batteries
Soil, Mud and Sand Disaster Debris	<p>Floods, winds and storm surge often deposit soil, mud and sand on improved public property and public rights-of ways. For purposes of this contract the areas affected by the "Soil, Mud, and Sand Disaster Debris" includes the following:</p> <ul style="list-style-type: none"> Streets Sidewalks Storm sanitary sewers Water treatment facilities Drainage canals and basins Parks
Putrescent Disaster Damaged Debris	<p>Putrescent Disaster Debris is any debris that will decompose or rot such as animal carcasses and other fleshy organic matter.</p>
White Goods Disaster Debris	<p>"White Goods Disaster Debris" is discard disaster damaged household appliances that contain ozone-depleting refrigerants, mercury or oil compressors oils such as the following:</p> <ul style="list-style-type: none"> Refrigerators Freezers Air Conditioners Heat pumps Ovens Ranges Washing machines and dryers Water heaters
Infectious Disaster Debris Waste	<p>Infectious Disaster Debris is waste capable of causing infections in humans and can include the following:</p> <ul style="list-style-type: none"> Animal waste Human blood Blood products Medical waste Pathological waste Discarded sharp objects (needles, scalpels or broken medical equipment)
Chemical and Biological Disaster Damaged Debris Waste	<p>This includes chemical and biological contaminated debris is any debris contaminated by chemicals and biological materials that is man-made in nature.</p>

The construction & demolition debris must be a result of a declared disaster. **The contractor should not pickup, transport or dispose of any construction or demolition debris for new construction work.**

The hauler contractor should have knowledge of how to handle hazardous waste debris as it contains properties that are harmful to humans and the environment. Hazardous waste is regulated under RCRA. The hauler contractor must ensure that certified hazardous waste technicians should handle, capture, recycle, reuse and dispose of hazardous waste.

Many white goods contain ozone-depleting refrigerants, mercury, or compressor oils. The hauler contractor must comply with the Clean Air Act when handling white goods debris. The Clean Air Act prohibits the release of refrigerants into the atmosphere, and requires that certified technicians extract compressors oils before disposing of or recycling white goods. The hauler contract must adhere to all Federal, State and local requirements concerning ozone-depleting refrigerants, mercury or oils. In addition, the a hauler contract must document how white goods are disposed of in addition to ensure that white good disaster debris is staged separately for other types of disaster debris to avoid contamination.

The hauler contractor must ensure that the disposal of putrescent debris is in compliance with Federal, State and local laws. The NRCA has specific guidelines for disposal of animal carcasses.

Infectious waste debris is capable of causing infections in humans, including animals waste, human blood and blood products, etc. The hauler contractor must take caution when coming in contact with this type of debris. Clearance, removal, and disposal of infectious waste may be the authority of another Federal agency; therefore, the hauler contractor must notify the County's Project Manager when infectious waste is identified to ensure that agreed upon procedures are followed depending upon the type of infection waste debris.

Any household and toxic waste (HHW) encountered by the debris removal Contractor is to be kept separated as much as possible in order to expedite disposal process. Contractor is to be properly trained and certified to pick up handle and transport for proper disposal and in accordance with local, state and federal requirements. The following items are considered HHW for the purpose of the contract:

- Cleaning products
- Batteries
- Workshop/Painting Supplies
- Aerosol spray can
- Indoor Pesticides
- Lawn and Garden Products
- Automotive Products
- Fluorescent light bulbs
- Propane tanks and other compressed gas cylinders
- Flammable Products
- Home/Office Electronics – computers, TV's, monitors, lithium, and cadmium batteries.
- Refrigerators and Freezers

Or any other product or material not specifically mentioned that may pose a threat to human health or the environment if not disposed of properly and because the product or material exhibits one or more following characteristics in that it is; toxic, corrosive, ignitable or reactive.

END OF SCOPE

PLACE THIS FORM ON TOP OF PROPOSAL

ATTACHMENT A

PRICING PROPOSAL FORM – PART I

ITEM DESCRIPTION	UNIT PRICE
REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS. To include limbs and trees placed on ROW under other pay items below.	0-15.9 miles \$____./____/cy
	16.0-30.9 miles \$____./____/cy
	31-60 miles \$____./____/cy
DMS SITE MANAGEMENT, Management of disaster related debris delivered to the DMS by the Contractor or County.	\$____./____/cy
GRINDING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Grinding of disaster related debris delivered to the DMS by Contractor or County	\$____./____/cy
AIR CURTAIN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	\$____./____/cy
LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.	0-15.9 miles \$____./____/cy
	16.0-30.9 miles \$____./____/cy
	31-60 miles \$____./____/cy
LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY AIR CURTAIN BURNING FROM DMS TO APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.	0-15.9 miles \$____./____/cy
	16.0-30.9 miles \$____./____/cy
	31-60 miles \$____./____/cy

RFP No. 18-002 – Disaster Debris Removal Services

ITEM DESCRIPTION	UNIT PRICE	
REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO DMS	0-15.9 miles	\$____./cy
	16.0-30.9 miles	\$____./cy
	31-60 miles	\$____./cy
REDUCTION OF C&D DEBRIS BY GRINDING	\$____./cy	
REDUCTION OF C&D DEBRIS BY COMPACTION	\$____./cy	
LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING/COMPACTION FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.	0-15.9 miles	\$____./cy
	16.0-30.9 miles	\$____./cy
	31-60 miles	\$____./cy
REMOVAL OF C&D DEBRIS AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly. (NON DMS OPTION)	0-15.9 miles	\$____./cy
	16.0-30.9 miles	\$____./cy
	31-60 miles	\$____./cy
REMOVAL OF HAZARDOUS LIMBS (HANGERS). The Contractor shall remove all hazardous hanging limbs over 2” in diameter and place them on public property or ROW	\$____./tree	
REMOVAL OF HAZARDOUS TREES (LEANERS). The Contractor shall remove all hazardous trees 6” in diameter and greater (measured 54” above ground) and place them on public property or ROW	6” – 12”	\$____./tree
	12” – 24”	\$____./tree
	24” – 36”	\$____./tree
	36” and greater	\$____./tree

RFP No. 18-002 – Disaster Debris Removal Services

ITEM DESCRIPTION	UNIT PRICE	
<p>REMOVAL OF HAZARDOUS STUMPS. The Contractor shall remove all hazardous stumps 24” and place them on public property or ROW</p>	24” – 36”	\$ ____./stump
	36” – 48”	\$ ____./stump
	48” and greater	\$ ____./stump
<p>REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws.</p>	\$ ____./unit	
<p>REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE. The Contractor shall remove, haul, and dispose electronics waste in accordance with all applicable rules, regulations, and laws. The e-waste will be loaded, transported, and disposed at a facility approved to accept such items.</p>	\$ ____./cy	
<p>REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect and transport household hazardous wastes to a central collection site identified by the County.</p>	\$ ____./lb.	
<p>REMOVAL, HAULING, AND DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES. The Contractor shall load, haul, and dispose of lawnmowers and other equipment with small engines. County is responsible for final disposal costs.</p>	\$ ____./each	
<p>REMOVAL, HAULING, AND DISPOSAL OF DEAD ANIMAL CARCASSES. The Contractor shall collect and transport dead animal carcasses to a central collection site identified by the County. County to pay all tipping fees directly.</p>	\$ ____./lb.	
<p>REMOVAL AND HAULING OF STORM DEPOSITED SOILS TO DMS. The contractor shall haul storm deposited soils to a DMS designated by the County. Final disposition of the soils shall be the responsibility of the County.</p>	0-15.9 miles	\$ ____./cy
	16.0-30.9 miles	\$ ____./cy
	31-60 miles	\$ ____./cy
<p>DEMOLITION. The Contractor shall demolish structures identified by the County as eligible for reimbursement and place on the ROW for removal.</p>	\$ ____./sq. ft.	

ATTACHMENT A

PRICING PROPOSAL FORM – PART II

ITEM DESCRIPTION	HOURLY RATE
EMERGENCY ROAD CLEARANCE (please see item 5.29 above)	\$____./per hour (complete)

ADDITIONAL SERVICES PROVIDED AT NO COST:

- A. Training and Assistance: One (1) day of training for all key personnel and assistance in all disaster debris recovery planning efforts is required.
- B. Preliminary Damage Assessment: Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization: All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- D. Temporary Storage of Documents: The Contractor shall provide storage of daily disaster-related documents and reports for protection during the disaster event.
- E. Debris Planning Efforts: The Contractor shall assist in disaster debris recovery planning efforts as requested by the County. These planning efforts shall include, but are not limited to; identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- F. Reporting and Documentation: The Contractor shall provide and submit to the Monitor and the County, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by FEMA and/or State government for reimbursement of costs.

INTENTIONALLY LEFT BLANK

Proposing Company Contact Information:

Company Name:		
Billing Address:		Telephone: Fax:
Service Address:		Telephone: Fax:
Representative Name:		
Representative Contact Address:		Telephone: E-Mail: Fax:

It is agreed by the undersigned offeror that the signature and submission of this proposal represents the vendor's acceptance of all terms, conditions and requirements of specifications and, if awarded, the proposal will become part of the contract agreement between the parties.

Signed: (sign manually, in ink) _____
(Signature of Authorized Representative of the Company)

Name Printed: _____ Title: _____ Date: _____

INTENTIONALLY LEFT BLANK

EXCEPTION SHEET

If Commodity(s) and/or Service proposed in quote is in ANYWAY different from that contained in this proposal, the Bidder is responsible for clearly identifying all such differences in the space below. Otherwise, it will be assumed that the Bidder's offer is in total compliance with all aspects of the proposal.

Below are the only differences between my offer and the County's proposal:

Signature

Date

ATTACHMENT B
DRUG FREE WORKPLACE CERTIFICATION

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

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

_____ (Contractor) certifies to Effingham County that a drug-free workplace will be provided for the employees during the performance of this contract known as **RFP No. 18-002 – Disaster Debris Removal Services** pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___ DAY OF _____, 20___

Notary Public

My Commission Expires: _____, 20___

ATTACHMENT C

PROMISE OF NON-DISCRIMINATION STATEMENT

Know all men by these presence, that I (We), _____, _____, _____,
Name Title Name of Vendor

(herein after "Company"), in consideration of the privilege to Bid/Propose on the following Effingham

County Procurement titled **RFP No. 18-002 – Disaster Debris Removal Services** hereby consent, covenant, and agree as follows:

- A. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the Proposal submitted to Effingham County or the performance of the contract resulting there from;
- B. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract with or otherwise interested in the Company, including those companies owned and controlled by racial minorities and women; and
- C. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Effingham County.
- D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of and incorporated by reference in the contract which this Company may be awarded.
- E. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

SIGNATURE

DATE:

ATTACHMENT D

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 1 of 2)

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

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.
3. List any convictions or civil judgments under states or federal antitrust statutes.
4. List any violations of contract provisions such as knowingly failing (without good cause) failing to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
5. List any prior suspensions or debarments by any governmental agency.
6. List any contracts not completed on time.
7. List any penalties imposed for time delays and/or quality of materials and workmanship.
1. List any documented violations of federal or any state labor laws, regulations, or standards, and any occupational safety and health rules.

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

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 2 of 2)

I, _____, as _____
Name of individual Title & Authority

of _____, declare under oath that the above statements,
Company Name

including any supplemental responses attached hereto, are true.

Signature

State of: _____

County of : _____

Subscribed and sworn to before me on this _____ day of _____ 2017

by _____ representing him/herself to be

_____ of the company named.

Notary Public

My Commission Expires: _____, 20_____

ATTACHMENT E

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contactor verifies its compliance with O.C.GA § 13-10-91, stating affirmatively that the individual, firm, or corporation that is contracting with Effingham County has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and shall agree to use this program for any newly hired employees throughout the duration of the contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Effingham County, contractor will secure from such subcontractor similar verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. The contractor further agrees to provide notice to the County of the identity of each subcontractor hired under the contract within five (5) business days of entering into a contract for hire. Such notice shall include a copy of the Subcontractor Affidavit for each subsequent subcontractor attesting to the subcontractor’s name, address, user identification number, and date of authorization to use the federal work authorization program. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Effingham County within five (5) days of the time the subcontractor(s) is retained to perform such service.

EEV/ Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___ DAY OF _____ 20

Notary Public

My Commission Expires: - _____, 20 ____

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

ATTACHMENT F

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation that is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Effingham County has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and will agree to use this program for any newly hired employees throughout the duration of the contract. The subcontractor further agrees to provide a copy of the executed Subcontractor Affidavit to the contractor in order to be provided to the County within five (5) days entering into the contract for hire.

EEV / Basic Pilot Program* User Identification Number

Date of E-Verify Authorization

Address

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____ 20

Notary Public

My Commission Expires: _____, 20 ____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

ATTACHMENT G

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended) COMPLIANCE AND CERTIFICATION

Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

(a) FAR 52.203-12, “Limitation on Payments to Influence Certain Federal Transactions” is hereby incorporated by reference into this certification

(b) The proposer, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the proposer shall complete and submit, with its offer, OMB standard form LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(a) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

SIGNATURE OF CONTRACTORS AUTHORIZED OFFICIAL

NAME AND TITLE OF CONTRACTORS AUTHORIZED OFFICIAL

COMPANY NAME:

DATE: _____

ATTACHMENT H

COMPLIANCE ATTESTATION (page 1)

I possess the legal authority to make this attestation on behalf of myself and the business entity for which I am acting. I understand that, for federally funded task orders, Effingham County Board of Commissioners (ECBOC) requires compliance with the U.S. Code of Federal Regulations (CFR) Part 2 and Part 44, in addition to the following:

- 1.) Compliance with Executive Order Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- 2.) Compliance with all applicable standards, orders, or requirements of the Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA)
- 3.) Compliance with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704 as supplemented by the Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at the rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.
- 4.) Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. 42 U.S.C. 6201).
- 5.) Compliance with the certification and disclosure requirements of the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended). Contractor confirms he has filed the required certification as contract amount is above \$100,000. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of Congress, or an employee of a member of congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- 6.) Compliance with Federal agency requirements and regulations pertaining to reporting with respect to this task order and any further task orders relating to / resulting from ECBOC RFP 18-002.
- 7.) Compliance with any Federal agency requirements and regulations pertaining to copyrights and rights in data.
- 8.) Compliance with providing access to HCC, the local, state, and Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this task order and any further task orders relating to / resulting from ECBOC RFP 18-002 for the purpose of making audits, examinations, excerpts, and transcriptions.
- 9.) Compliance with retention of all required records relative to this task order and any further task orders relating to / resulting from ECBOC RFP 18-002 for five (5) years after ECBOC makes its final payments and all other pending matters are closed.

ATTACHMENT H

COMPLIANCE ATTESTATION (page 2)

10.) Suspension and Debarment

(1) This task order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by ECBOC. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to ECBOC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract / task order that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Under penalties of perjury, I certify and affirm that I have read the foregoing contractual provisions in their entirety and that in accordance with these federal laws, my business entity is in full compliance with these uniform requirements for federally funded procurements.

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____ 20____

Notary Public

My Commission Expires: _____, 20____

ATTACHMENT I

**Legal Notice
Request for Proposal**

RFP No. 18-002 – Disaster Debris Removal Services

Effingham County, Georgia is seeking proposals from firms interested in providing **Disaster Debris Removal Services**.

Sealed proposals are due by **2.00pm (local time) Monday August 21, 2017** and must be mailed or hand delivered to the Effingham County Purchasing Office, 601 N. Laurel Street, Springfield, GA 31329.

A copy of this Request for Proposal is available at the address listed above or online at www.effinghamcounty.org - Purchasing tab. For additional information please contact, Fiona Charleton at (912) 754-2159 or via email: fcharleton@effinghamcounty.org

EFFINGHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND ALL PROPOSALS AND TO WAIVE ALL FORMALITIES. "EFFINGHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL VENDORS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS".

ATTACHMENT J

CONTRACT SAMPLE

Disaster Debris Removal Services

This document is a pre-event contract.

No compensation will result from a contract unless an activation task order is approved by the Effingham County Board of Commissioners

THIS AGREEMENT, made and entered into by and between the **BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter called the “County”), and _____ (hereinafter called the “Contractor”) of _____, a corporation maintaining an office located in _____, for the purposes of engaging in the business of providing Disaster Debris Removal Services.

WHEREAS, the County is empowered to provide for Disaster Debris Removal Services and is further allowed by law to enter contracts; and

WHEREAS, the Contractor is willing to render the service of Disaster Debris Removal Services within the County upon the terms and conditions hereinafter set forth; and

WHEREAS, it is the expectation of each of the parties that by entering into this Agreement, and by the full and faithful observance and performance of its respective duties, obligations and responsibilities, a mutually-satisfactory relationship between them will be established and maintained;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Contractor hereby agree as follows:

COMPLIANCE WITH LAWS

The Contractor agrees to comply with all the laws of the federal government and the State of Georgia and the rules and regulations of any and all other governmental agencies relative to natural disasters. In addition, the Contractor shall comply with all present and future ordinances which have an effect on or regulate national disasters. The Contractor shall at all times comply with all applicable laws, rules, and regulations of all governmental agencies in the performance of this contract.

ANTI-DISCRIMINATION

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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. The contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

During the performance of this contract, the contractor agrees as follows:

Under 40 U.S.C. § 3702, the contractor will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or

mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3) Withholding for unpaid wages and liquidated damages. The _____ (name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

DAVIS BACON ACT

During the performance of this contract, the contractor agrees as follows (if applicable):
Compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

COPELAND “ANTI-KICKBACK” ACT

During the performance of this contract, the contractor agrees as follows:

(1) Contractor: The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach: A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

During the performance of this contract, the contractor agrees as follows:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Effingham County Board of Commissioners and understands and agrees that the Effingham County Board of Commissioners will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

DEBARMENT AND SUSPENSION

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by _____(insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to _____(name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired —

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.”>

CHANGES

The County reserves the right to make changes in the Services, including alterations, reductions or additions thereto. If the County elects to make the change, the County shall issue a contract amendment or change order and Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by both parties.

If the contractor wishes to make changes, the contractor shall submit a written request – either a contract amendment or change order and shall not commence work on any such change until such written amendment or change order has been approved and signed by both parties.

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide Effingham County Board of Commissioners, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

By executing this contract, the contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

By executing this contract, the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

AGREEMENT NOT AN EXCLUSIVE FRANCHISE

It is the understanding and intention of the parties hereto that the Agreement shall constitute a contract for Disaster Debris Removal Services; that said Agreement shall not constitute an exclusive franchise; nor shall same be deemed or construed as such.

EFFECTIVE DATE: TERM OF CONTRACT

This Agreement shall be effective and binding on the date that the last authorized signature is affixed and performance of such Agreement shall begin upon issuance of a Task Order. The initial agreement shall terminate on June 30, 2020. There will be three (3) single-year renewals. This Agreement shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. §36-60-13, the provisions of which are incorporated herein. This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement.

LICENSES AND TAXES

The Contractor must obtain all licenses and permits required by the County, the Federal Government and the State Government.

INDEMNITY

The Contractor agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the Contractor or its subcontractors. Contractor further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless the County, at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Contractor or its subcontractors or anyone directly or indirectly employed by any of them. The Contractor's obligation to indemnify the County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the Contractor.

IMMUNITY

Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the County, its officials, or employees are legally entitled.

INSURANCE

The Contractor shall maintain such insurance as will protect the company from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations are by the Contractor or by any

sub-contractor or anyone directly or indirectly employed by Contractor.

Certificates of such insurance shall be filed with the County. The Contractor will provide the County ten (10) days’ notice in the event the Contractor’s insurance is cancelled or terminated for any reason

*The limits of insurance are as follows:

- E. **Commercial General Liability:** Provides protection against bodily injury, including death and property damage claims arising from operations of a contractor or tenant. Minimum limits: \$1,000,000 bodily injury and property damage each occurrence, and \$2,000,000 Property Damage, in the aggregate.
- F. **Worker's Compensation and Employer’s Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the contractor while performing within the scope of duties. Minimum limits: \$500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker’s Compensation limit.
- G. **Business Automobile Liability:** Coverage insures against liability claims arising out of the contractor’s use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an “Any Auto” basis.
- H. **Umbrella Policy:** \$10,000,000

Failure to obtain or maintain the appropriate insurance coverages as stated herein (and in RFP 18-002) shall be deemed a default on the part of the Contractor. The Contractor shall immediately cure a default under this provision within twenty-four (24) hours thereof. In the event Contractor does not timely cure a default under this provision, the County shall be entitled to immediately terminate this contract.

*Liability Insurance shall be effective for the duration of the contract period as described in the contract documents, including RFP 18-002 and any authorized change orders/task orders.

All insurance premiums shall be paid by the Contractor and shall be without cost to the County.

FEES:

No compensation will result from a contract unless an activation task order is approved by the Effingham County Board of Commissioners

ITEM DESCRIPTION	UNIT PRICE						
REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS. To include limbs and trees placed on ROW under other pay items below.	<table border="0"> <tr> <td data-bbox="898 1360 1192 1392">0-15.9 miles</td> <td data-bbox="1192 1360 1485 1392">\$____./cy</td> </tr> <tr> <td data-bbox="898 1423 1192 1455">16.0-30.9 miles</td> <td data-bbox="1192 1423 1485 1455">\$____./cy</td> </tr> <tr> <td data-bbox="898 1486 1192 1518">31-60 miles</td> <td data-bbox="1192 1486 1485 1518">\$____./cy</td> </tr> </table>	0-15.9 miles	\$____./cy	16.0-30.9 miles	\$____./cy	31-60 miles	\$____./cy
0-15.9 miles	\$____./cy						
16.0-30.9 miles	\$____./cy						
31-60 miles	\$____./cy						
DMS SITE MANAGEMENT, Management of disaster related debris delivered to the DMS by the Contractor or County.	\$____./cy						
GRINDING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Grinding of disaster related debris delivered to the DMS by Contractor or County	\$____./cy						

RFP No. 18-002 – Disaster Debris Removal Services

ITEM DESCRIPTION	UNIT PRICE	
<p>AIR CURTAIN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.</p>	\$____.____/cy	
<p>LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.</p>	0-15.9 miles	\$____.____/cy
	16.0-30.9 miles	\$____.____/cy
	31-60 miles	\$____.____/cy
<p>LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY AIR CURTAIN BURNING FROM DMS TO APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.</p>	0-15.9 miles	\$____.____/cy
	16.0-30.9 miles	\$____.____/cy
	31-60 miles	\$____.____/cy
<p>REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO DMS</p>	0-15.9 miles	\$____.____/cy
	16.0-30.9 miles	\$____.____/cy
	31-60 miles	\$____.____/cy
<p>REDUCTION OF C&D DEBRIS BY GRINDING</p>	\$____.____/cy	
<p>REDUCTION OF C&D DEBRIS BY COMPACTION</p>	\$____.____/cy	
<p>LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING/COMPACTION FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.</p>	0-15.9 miles	\$____.____/cy
	16.0-30.9 miles	\$____.____/cy
	31-60 miles	\$____.____/cy
<p>REMOVAL OF C&D DEBRIS AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly. (NON DMS OPTION)</p>	0-15.9 miles	\$____.____/cy
	16.0-30.9 miles	\$____.____/cy
	31-60 miles	\$____.____/cy

RFP No. 18-002 – Disaster Debris Removal Services

ITEM DESCRIPTION	UNIT PRICE								
<p>REMOVAL OF HAZARDOUS LIMBS (HANGERS). The Contractor shall remove all hazardous hanging limbs over 2” in diameter and place them on public property or ROW</p>	<p>\$____.____/tree</p>								
<p>REMOVAL OF HAZARDOUS TREES (LEANERS). The Contractor shall remove all hazardous trees 6” in diameter and greater (measured 54” above ground) and place them on public property or ROW</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">6” – 12”</td> <td style="width: 50%; text-align: right; padding: 2px;">\$____.____/tree</td> </tr> <tr> <td style="padding: 2px;">12” – 24”</td> <td style="text-align: right; padding: 2px;">\$____.____/tree</td> </tr> <tr> <td style="padding: 2px;">24” – 36”</td> <td style="text-align: right; padding: 2px;">\$____.____/tree</td> </tr> <tr> <td style="padding: 2px;">36” and greater</td> <td style="text-align: right; padding: 2px;">\$____.____/tree</td> </tr> </table>	6” – 12”	\$____.____/tree	12” – 24”	\$____.____/tree	24” – 36”	\$____.____/tree	36” and greater	\$____.____/tree
6” – 12”	\$____.____/tree								
12” – 24”	\$____.____/tree								
24” – 36”	\$____.____/tree								
36” and greater	\$____.____/tree								
<p>REMOVAL OF HAZARDOUS STUMPS. The Contractor shall remove all hazardous stumps 24” and place them on public property or ROW</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">24” – 36”</td> <td style="width: 50%; text-align: right; padding: 2px;">\$____.____/stump</td> </tr> <tr> <td style="padding: 2px;">36” – 48”</td> <td style="text-align: right; padding: 2px;">\$____.____/stump</td> </tr> <tr> <td style="padding: 2px;">48” and greater</td> <td style="text-align: right; padding: 2px;">\$____.____/stump</td> </tr> </table>	24” – 36”	\$____.____/stump	36” – 48”	\$____.____/stump	48” and greater	\$____.____/stump		
24” – 36”	\$____.____/stump								
36” – 48”	\$____.____/stump								
48” and greater	\$____.____/stump								
<p>REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws.</p>	<p>\$____.____/unit</p>								
<p>REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE. The Contractor shall remove, haul, and dispose electronics waste in accordance with all applicable rules, regulations, and laws. The e-waste will be loaded, transported, and disposed at a facility approved to accept such items.</p>	<p>\$____.____/cy</p>								
<p>REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect and transport household hazardous wastes to a central collection site identified by the County.</p>	<p>\$____.____/lb.</p>								

RFP No. 18-002 – Disaster Debris Removal Services

ITEM DESCRIPTION	UNIT PRICE						
<p>REMOVAL, HAULING, AND DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES. The Contractor shall load, haul, and dispose of lawnmowers and other equipment with small engines. County is responsible for final disposal costs.</p>	\$ _____.____ /each						
<p>REMOVAL, HAULING, AND DISPOSAL OF DEAD ANIMAL CARCASSES. The Contractor shall collect and transport dead animal carcasses to a central collection site identified by the County. County to pay all tipping fees directly.</p>	\$ _____.____ /lb.						
<p>REMOVAL AND HAULING OF STORM DEPOSITED SOILS TO DMS. The contractor shall haul storm deposited soils to a DMS designated by the County. Final disposition of the soils shall be the responsibility of the County.</p>	<table style="width: 100%; border: none;"> <tr> <td style="width: 40%; border: none;">0-15.9 miles</td> <td style="border: none; text-align: right;">\$ _____.____/cy</td> </tr> <tr> <td style="border: none;">16.0-30.9 miles</td> <td style="border: none; text-align: right;">\$ _____.____/cy</td> </tr> <tr> <td style="border: none;">31-60 miles</td> <td style="border: none; text-align: right;">\$ _____.____/cy</td> </tr> </table>	0-15.9 miles	\$ _____.____/cy	16.0-30.9 miles	\$ _____.____/cy	31-60 miles	\$ _____.____/cy
0-15.9 miles	\$ _____.____/cy						
16.0-30.9 miles	\$ _____.____/cy						
31-60 miles	\$ _____.____/cy						
<p>DEMOLITION. The Contractor shall demolish structures identified by the County as eligible for reimbursement and place on the ROW for removal.</p>	\$ _____.____/sq. ft.						

ITEM DESCRIPTION	HOURLY RATE
<p>EMERGENCY ROAD CLEARANCE (per item 5.29 of RFP 18-002)</p>	\$ _____.____/per hour (complete)

ADDITIONAL SERVICES PROVIDED AT NO COST:

- A. Training and Assistance: One (1) day of training for all key personnel and assistance in all disaster debris recovery planning efforts is required.
- B. Preliminary Damage Assessment: Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization: All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.

- D. Temporary Storage of Documents: The Contractor shall provide storage of daily disaster-related documents and reports for protection during the disaster event.
- E. Debris Planning Efforts: The Contractor shall assist in disaster debris recovery planning efforts as requested by the County. These planning efforts shall include, but are not limited to; identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- F. Reporting and Documentation: The Contractor shall provide and submit to the Monitor and the County, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by FEMA and/or State government for reimbursement of costs.

These prices shall remain in effect for a period of 36 months, no exception.

No work outside the scope of work contained in the RFP will be performed without the advanced written consent of the County Administrator or Project Manager.

TERMINATION

The agreement between the County and Contractor can be terminated with 30 days written notice by the County based on:

- a. County electing, in writing, not to exercise any of its option periods.
- b. Failure of the Contractor to perform based on the Contractor’s bankruptcy, lack or loss of skilled personnel, or disregarding laws, ordinances, rules, regulations or orders of any public body having jurisdiction. Should any single, multiple or all of the above conditions occur, the County shall have the authority to terminate the contract with written notice to Contractor. The Contractor shall be liable for any losses occurring as a result of not abiding by the terms of the agreement.
- c. Failure of the Contractor to abide by any of the conditions of this Agreement.
- d. Any termination of the Contractor’s services shall not affect any right of the County against the Contractor then-existing or which may thereafter occur. Any retention of payment monies by the County due the Contractor will not release Contractor from compliance with the Contract documents.

Should the contract, upon expiration, be awarded to another service provider, Contractor shall cooperate with the County to assist with the orderly transfer of the functions and operations provided by the Contractor hereunder to another service provider or to the County as determined by the County in its sole discretion. Prior to termination or expiration of this Agreement, the County may require the Contractor to perform and, if so required, the Contractor shall perform certain transition services necessary to shift the support work of the Contractor to another provider or to the County itself and the County shall pay for such service at the rates set forth in this Agreement. Transition services may include but shall not be limited to the following:

- 1. Working with the County to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services; and
- 2. Notifying all affected service providers and subcontractors of the Service provider

Effingham County shall have the right to terminate any contract to be made hereunder for its convenience by giving written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The Vendor shall be paid for services rendered through the effective date of such termination. Further, provided a contract is awarded, if a Vendor shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the Vendor, terminate the agreement with said Vendor for such default. If this agreement is so terminated, the Vendor shall be paid only for work satisfactorily completed.

TRANSFERABILITY OF CONTRACT

No assignment of the Contract or any right accruing under this Contract shall be made in whole or in part to third persons by the Contractor without the express written consent of the County, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor.

ADMINISTRATION

The administration and enforcement of this Agreement shall be the responsibility of the County Administrator or his designated representative(s).

The County Administrator shall recommend that the Board of Commissioners adopt any rules and regulations required to implement or enforce the terms and conditions of this Agreement. The Contractor shall cooperate with the County Administrator or his representative(s) in any inspections and render whatever assistance they reasonably request. The Contractor agrees to follow the reasonable recommendations of the County Administrator so that the County's reputation is in no way damaged by the Contractor's performance.

NO AGENCY CREATED

Nothing in the Contract is intended to grant authority to the Contractor, as agent or otherwise, to bind the County to any contract, warranty, or agreement, or to subject the County to any costs, liabilities or expenses. It is expressly understood that the Contractor shall be an independent contractor with absolutely no authority to bind or obligate the County and for whom the County shall have no liability or responsibility.

CONTRACT DOCUMENTS

This agreement contains the entire understanding between the parties concerning the subject matter hereof, and no representations, inducements, or agreements, oral or otherwise, not embodied herein, shall be of any force and effect. Should, through administrative oversight, a particular requirement of RFP No. 18-002 not be expressly addressed within the body of this Agreement, the RFP language shall be referred to for guidance.

CONTRACT AMENDMENTS

It is the intention and agreement of the parties of this Contract that all legal provisions of law which are required to be inserted herein, shall be and are inserted herein. However, if by mistake or otherwise, some such provision is not herein inserted, or is not inserted in proper form, the contract may be amended provided that such amendment is in writing and signed by the parties hereto stating that said writing is an amendment or modification hereto. Any other attempts at modification, whether by course of conduct, oral or informally written agreement or whatever, shall not prevail.

SEPERABILITY OR PROVISION

If any provision of this Agreement, or its application to any person or circumstances, is invalid or unenforceable, a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of this invalid and unenforceable provision herein and the remainder of this Agreement shall not be affected thereby.

CONSTRUCTION

This Agreement shall be deemed to have been approved and accepted at Springfield, Effingham County, Georgia, and shall be construed under the laws of the State of Georgia.

HEADINGS

The use of headings, captions, and numbers herein is solely for the convenience of identifying and indexing the various paragraphs and shall in no event be considered otherwise in construing or interpreting any provision of the Agreement

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and their corporate seals affixed hereto on the day and year below their respective signatures.

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

BY: _____
Wesley Corbitt
Chairman

ATTEST: _____
Stephanie Johnson
Effingham County Clerk

Date: _____

FOR THE CONTRACTOR

BY: _____

Title: _____

Attest: _____

Date: _____

NO-BID STATEMENT

In an effort to make the procurement of construction, goods and services for Effingham County as competitive as possible, we are soliciting information from contractors and or vendors who cannot Bid. Your "responsiveness" and "constructive" comments will be appreciated. Completion of this form will assist us in evaluating factors which relate to the competitiveness of our Proposals. Please check any of the boxes below which may apply.

- Specifications - Restrictive, too "tight", unclear, specialty item, geared toward one (1) brand or manufacturer only. (Explain below)
- Manufacturing - Unique item, production time for model or item has expired, etc.
- Proposal Time - Insufficient time to properly respond to Proposal or bid.
- Delivery Time - Specified delivery time cannot be met.
- Payment - Delay in payment terms. Please be specific.
- Bonding - We are unable to meet bonding requirements.
- Insurance -We are unable to meet insurance requirements.
- Removal - From Vendors list for this particular commodity or service.
- Keep - Our Company on your Vendors list for future reference.
- Project is - Too Large _____ Too Small _____
- Site Location Too Distant.
- Miscellaneous - Do not wish to Bid, do not handle this type of item (s), unable to compete, contract clause (s) not acceptable, etc. Please be specific.

CONSTRUCTION PROJECTS: Please provide reason for obtaining a Proposal package. Check one below.

Interest in this project as a:

- Prime Contractor _____
- Sub-Contractor _____
- Supplier _____

RFP No. 18-002 – Disaster Debris Removal Services

Signature: _____ Telephone Number: _____

Firm Name: _____