

April 20, 2021

Subject: Request for Proposals #1932-P: Debris Clearing, Removal, & Disposal

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a proposal for a pre-positioned contract for debris clearing, removal, and disposal, in accordance with the information contained herein.

Questions concerning this request for proposals should be addressed to me in writing via email to PurchasingGroup@fayettecountyga.gov or fax to (770) 305-5208. Questions will be accepted until 12:00 noon, May 11, 2021.

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Please return your response to the following address:

Fayette County Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, Georgia 30214

Request for Proposals #1932-P
Request for Proposals Name: *Debris Clearing, Removal, & Disposal*

Your envelope must be sealed, and should show your company's name and address.

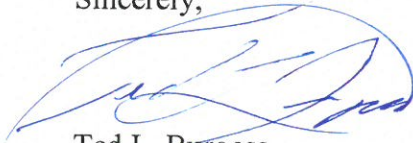
Proposals will be received at the above address until 12:00 noon, Tuesday, May 18, 2021 in the Purchasing Department, Suite 204. If you wish to drop off a proposal in person, there will be a large metal parcel drop box outside the front door of the Purchasing Department. You must place your proposal in the drop box no later than 12:00 noon on May 18, 2021. Proposals will be opened on that day at 3:00 p.m., and the names of the responding companies will be read.

You may view the proposal opening on Vimeo via the following link:
<https://vimeo.com/user133262656>.

If you are in Fayette County, you can also view the proposal opening on Comcast Channel 23.

Proposals must be signed to be considered. Late proposals, faxed proposals, or emailed proposals, cannot be considered. If you download this Request for Proposals from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The county cannot not be responsible for a vendor not receiving information provided in any addendum.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess", is written over a faint, circular blue line.

Ted L. Burgess
Director of Purchasing

Attachment

Request for Proposals #1932-P

Prepositioned Contract for Debris Clearing, Removal, & Disposal

OBJECTIVE

Fayette County, Georgia invites proposals from qualified firms to enter into a pre-positioned contract for debris clearing, removal, disposal, and similar services when needed as a result of a man-made or natural disaster, weather event, or other conditions. It is intended that this joint procurement will result in a single contract which includes other jurisdictions within the county. This will be a pre-event contract, with work to be performed upon activation by the Owner.

Upon award of the contract, each jurisdiction will execute its own Agreement form, which acknowledges their participation, and which will become an integral part of the contract.

The contract resulting from this Request for Proposals (RFP) may involve financial participation provided by the Federal Emergency Management Agency (FEMA). Guidance to non-Federal entities at 2 CFR 200.318(e), updated on November 12, 2020 states "To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of shared goods and services."

DEFINITION

Owner: As used in this RFP, the term Owner shall mean Fayette County, City of Fayetteville, City of Peachtree City, and/or the Town of Tyrone, either individually or collectively as may apply.

INTRODUCTION

Fayette County is located in the northwestern part of Georgia, about 15 miles south of the city limits of Atlanta. It encompasses about 199 square miles and is considered an integral part of the Metro Atlanta area. The cities of Fayetteville and Peachtree City, and the town of Tyrone, are located within the county.

The U.S Census Bureau estimates that 114,421 people resided in the county as of July 1, 2019. Included in this number are 36,223 in the City of Peachtree City, 17,991 in the City of Fayetteville, and 7,506 in the Town of Tyrone. There are approximately 685 miles of roads in the county. In the event of a natural or man-made disaster, or significant weather condition such as heavy snow or ice, the county and other jurisdictions must be in a position to provide necessary public services to residents.

STATEMENT OF NEED

The jurisdictions within Fayette County must be prepared to deal with a disaster or other emergency before it strikes. This RFP is designed to result in a contract for immediate and longer-term road clearing, debris removal, and related services. Public roads and rights of way, parks and recreational areas, drainage structures, and other eligible public facilities may be involved. Covered events would include various types of natural or man-made disasters or other situations, including but not limited to

wind damage, flooding, snow or ice, man-made emergencies, or other events. Federal funds may be available to reimburse some costs incurred through these activities, so contractors must comply with Federal requirements as specified in this RFP. It is of utmost importance that the contractor be able to mobilize quickly, in order to make roads and other public areas accessible and usable.

SCOPE OF SERVICES

In order to provide for the public health, safety and welfare after a natural or man-made disaster, or in other emergency events, the owner seeks a contractor with the experience, knowledge, and ability to do the work required to recover from any of the above-mentioned events. Work will be performed by the contractor on an as-needed basis, as and when authorized by the Owner.

Services shall include, but are not limited to:

1. Emergency road clearance (including storm debris, snow and ice, or other road obstructions)
2. Collection, reduction, and hauling of vegetative debris from public rights of way (ROW) and other authorized areas
3. ROW construction and demolition collection
4. Removal of eligible stumps, partially uprooted or split trees (leaners), and hazardous limbs (hangers)
5. Backfill
6. Removal of storm-damaged vehicles
7. Recovery and handling of "white goods," propane tanks, air conditioners, lawn mowers, and similar articles
8. Spreading of salt and sand on roads with snow or ice.
9. Temporary debris management sites (TDMS) and/or debris management sites (DMS) and operations
10. Additional (no cost) services:
 - a) Training and assistance
 - b) Preliminary damage assessment
 - c) Mobilization and demobilization
 - d) Temporary storage of documents
 - e) Debris planning
 - f) Reporting and documentation

In conformance with federal program administration, work to be accomplished is divided into two main categories:

1. *First 70 Hours:* The first 70 hours' work following a disaster event will be emergency protective measures, compensated based on contracted hourly rates.
2. *After 70 hours:* Work to be done after the initial 70 hours' work will be compensated based on fixed unit prices as established in the contract.

The successful contractor shall work with the Owner to estimate time and ceiling price requirements for inclusion in Notices of Activation, or amendments thereto as required.

The successful contractor shall furnish all materials, equipment, permits, labor and services required to perform debris clearing, removal, and disposal services as needed, according to the requirements specified herein.

Please note that, in order for work under this contract to qualify for federal reimbursement, the contractor shall use mechanical equipment to load and reasonably compact debris into the trucks and trailers.

The successful contractor shall provide traffic control, day and/or night as needed, sufficient to ensure the safety of workers and citizens, and to comply with state and federal occupational safety regulations, as appropriate. For the first 70 hours, the hourly rate can be entered on the Debris Clearing price schedule in the section listed as "Personnel Other Than Equip. Operators (e.g. flagger, crew foreman)." For work after the first 70 hours, traffic control costs shall be an overhead expense, included as part of the proposed unit prices.

The successful contractor shall produce sufficient photographs and other documentation that will be necessary or helpful to document debris locations, quantities, and other data or documentation required for federal reimbursement.

It should be noted that there will be two contractors on-site to deal with the event – a company for debris clearing, removal and disposal, and a company to serve as a debris monitor. There will be an expectation that each company will be afforded all due consideration as they perform their respective tasks.

Compensation:

- Compensation shall not accrue to the contractor unless and until a Notice of Activation is issued.
- Invoices for services are to be invoiced weekly, and shall be based on verified quantities from the daily operational reports.
- Invoices are to be presented for payment to the local jurisdiction for which the work is done. Each invoice shall reference the Notice of Activation issued for the work.
- Mobilization and demobilization are considered overhead items, and should be included in hourly or fixed-unit prices. The Owner will not pay separate charges for these items.
- Any authorized tipping fees will be treated as pass-through costs. For any necessary and authorized tipping fees that are incurred, the successful contractor will invoice them to the Owner, along with supporting documentation, to be reimbursed at cost.
- A 10% retainage will be withheld from each payment request until the project has been signed by the Owner as complete and accepted, in accordance with Georgia Code at O.C.G.A. 13-10-80 et. seq.

PROPOSAL RESPONSE REQUIREMENTS

Your proposal should include the following information, in a clear and concise manner, in the order shown below. The Owner reserves the right to seek additional information or clarification of issues as needed.

1. **Cover page:** Include the RFP number (#1932-P) and title (*Debris Clearing, Removal, & Disposal*). Also include your firm's name, address, telephone number, fax number, and e-mail address.
2. **Table of Contents**
3. **Required Documents:**
 - a. Company Information *{form provided}*
 - b. Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) *{form provided}*
 - c. References *{form provided}*
 - d. Letter of Commitment and proof of bonding capacity issued by the Surety Company for payment and performance bonds *{see Terms & Conditions}*
 - e. Exceptions, if any *{form provided}*
 - f. Consolidated balance sheet and cash flow statements for the two most recent years
 - g. Anti-Lobbying Certification *{form provided}*
 - h. Certification – Suspension & Debarment *{form provided}*
 - i. Litigation – all judgments entered into against the firm by any federal, state or local court within the past ten (10) years; any criminal conviction ever issued against the firm or its owners or principals, and all civil, criminal and administrative proceedings pending against the firm at the present time
 - j. Signed Addenda, if any are issued

Note: Pricing forms shall be submitted in a separate, sealed envelope, as provided in the Terms and Conditions section of the RFP.

- 4.a **Project Understanding and the Proposed Solution:** Describe the firm's understanding of the objectives. Address your proposed approach to the issue, including project management, pre-planning, mobilization, response time, hauling, staging, reduction, recycling, disposal, debris management site (DMS) management, and required documentation. Include your firm's knowledge of relevant FEMA rules and regulations.

Provide sample reports, load ticket, truck certification form, and other forms or reports that you propose in relation to your firm's capabilities and understanding of the federal reimbursement process.

Provide a subcontractor plan, including a list of subcontractors you plan to use, and the percentage of the work you plan to subcontract out.

- 4.b **Company's Background and Experience:** Provide a brief overview of your company, including its size and number of employees, corporate structure, legal status, number of years in business, background and history.

State the firm's experience in providing services such as those described in the Scope of Services in this RFP. Demonstrate that your firm has sufficient resources and adequate experience to perform the required work. Explain that the firm has adequate past experience carrying out similar work, which can be demonstrated by having the necessary organization, accounting, and operational controls, adhering to schedules, and similar topics.

Show that you have, or have the ability to acquire, the required facilities, equipment and other resources to perform the work under this contract.

Describe any specialization or unique capabilities of your firm. This may include technical innovation, cost effectiveness, community outreach, or other capabilities in which you excel.

4.c The Project Team: Provide an organization chart of key team members, including any subcontractors, to be assigned to this project. Identify the project manager who will be empowered to make decisions for, and act on behalf of the firm. Provide a resume for key team members. State the training each key team member or subcontractor has acquired. List relevant licenses held by key employees or other workers.

4.d Mobilization and Guaranteed Response Time: Provide a guaranteed response time for each service you propose to mobilize upon notification of an event. Inasmuch as mobilization and response time are of vital concern in a disaster or emergency situation, a response time of more than twelve (12) hours for a representative to be on-site and twenty-four (24) hours for mobilization will not be acceptable and will be considered non-responsive to this RFP.

Describe your ability to handle multiple contractual obligations in the event of a regional or statewide disaster involving a number of public entities with which you have contracted for similar support, including assurance that other contractual obligations would not create a conflict with your Guaranteed Response Time under this contract. Specify whether there is a minimum estimated cubic yards or other measure under which you will not activate.

5. Pricing forms: Show your proposed pricing on the forms provided in this RFP. Include mobilization, travel, out-of-pocket expenses, and all other financial considerations in your unit prices. As stated above, prices are to be enclosed in a separate envelope.

Two separate pricing forms are included herein:

- A. *Price Proposal – First 70 Hours:* Prices for the first 70 hours after an event will be proposed as hourly fees. For each type of equipment you propose, include a short, distinguishing description such as "400 HP grinder," "skid steer loader with debris grapple," or "tandem axle dump truck 31-50 CY." Include an estimated number of hours for each individual item, with hours for individual items of equipment equaling the total hours shown for each of the Sections A through N.
- B. *Price Proposal – Work Performed After 70 Hours:* Compensation for work after 70 hours must be based on fixed unit prices per unit of volume or weight, as specified for each item on the form.

Do not include miscellaneous items, or contract contingencies of any kind, including "unknowns."

Estimated hours and other units of measure are included on the two Price Proposal forms to “normalize” prices for comparison purposes. They are not intended to establish a contract ceiling price for a future event of unknown cause or size.

EVALUATION CRITERIA

Award will be made to the responsible firm whose proposal is most advantageous to the Owner, with technical merit, price and other factors considered. An Evaluation Committee will evaluate and score proposals.

Technical Merit: Evaluation scores will be based 70% on technical merit of the proposal, using the following criteria, and maximum number of points earnable. Additional information about each criterion is shown in Items 4.a – 4.d in the *Proposal Response Requirements* above.

<u>Criteria</u>	<u>Max Points</u>
Project understanding and the Proposed Solution	25
Company’s Background and Experience	15
The Project Team	15
Mobilization & guaranteed response time	<u>15</u>
Total Maximum Points – Technical Merit	70

Price: The remaining 30% of the evaluation scores will be determined by your proposed prices, as compared to other responding entities. Proposed prices will be assigned points earned through use of a “variance” weighted method. The lowest offered price will earn the maximum number of points for the Pricing portion of the score. Other proposals’ price scores will be calculated based on the variance of their prices from the lowest offered price.

Presentations: The Owner may, at its discretion, choose one or more of the best-scoring companies to make in-person presentations. If more than one company makes a presentation, the Evaluation Committee will evaluate the presentations, and add up to a maximum of 30 additional points for each company that makes a presentation.

ANTICIPATED TIMELINE

The following is an estimated timeline leading to an executed contract:

- Issue the Request for Proposals 4/20/2021
- Deadline for proposal submission 5/18/2021
- Presentations, if required 6/4/2021
- Board of Commissioners’ consideration for contract award. 6/24/2021
- Contract executed, and Notice to Proceed issued 7/1/2021

RFP #1932-P: Debris Clearing, Removal, & Disposal				
Price Proposal: First 70 Hours - Debris Clearing				
Equipment & Other Hourly Costs				
To Include Operator, Fuel, Maintenance and All Other Costs				
FEMA Code	Equipment	Estimated Hours For Price Planning	Hourly Rate	Extended Estimated Price
A. Excavators, Loaders, Track Hoes, Scrapers				
	Total Hours Section A.	40		
B. Self Loading Dump Trucks & Knucklebooms with Debris Grapple				
	Total Hours Section B.	20		
C. Bucket Trucks				
	Total Hours Section C.	40		
D. Dozers & Motor Graders				
	Total Hours Section D.	10		
E. Cranes & Log Skidders				

		Estimated		
		Hours		Extended
FEMA		For Price	Hourly	Estimated
<u>Code</u>	<u>Equipment</u>	<u>Planning</u>	<u>Rate</u>	<u>Price</u>
	Total Hours Section E.	10		
F. Flatbed Trucks, Lowboy Trailers with Tractor				
	Total Hours Section F.	20		
G. Fuel / Service Trucks				
	Total Hours Section G.	10		
H. Street Sweeper				
	Total Hours Section H.	10		
I. Chain Saw				
	Total Hours Section I.	100		
J. Portable Light Plants				
	Total Hours Section J.	75		
K. Trash Pumps (for flood relief)				

		Estimated		
		Hours		Extended
FEMA		For Price	Hourly	Estimated
<u>Code</u>	<u>Equipment</u>	<u>Planning</u>	<u>Rate</u>	<u>Price</u>
	Total Hours Section K.	15		
L. Temporary Office or Response Trailers				
	Total Hours Section L.	70		
M. Personnel Other Than Equip. Oper (e.g. flagger, crew foreman)				
	Total Hours Section M.	100		
N. Other (not listed above)				
	Total Hours Section N.			
TOTAL PROPOSED HOURLY PRICES				

RFP #1932-P: Debris Clearing, Removal, & Disposal					
Price Proposal - Work Performed After 70 Hours					
ROW = Right of Way					
DMS = Debris Management Site					
C&D = Collection and Demolition					
		Unit	Estimated	Extended	
Service Description		Unit	Price	Units	Price
Vegetative Collect & Haul					
0-15 miles Veg from ROW to DMS		CY		70,000	
16-30 miles Veg from ROW to DMS		CY		20,000	
Over 30 miles Veg from ROW to DMS		CY		10,000	
Debris Reduction					
(Based on your proposal, add units to this category assuming a total of 100,000 cubic yards):					
Grinding / chipping vegetative debris		CY			
Air curtain burning vegetative debris		CY			
Open burning vegetative debris		CY			
Compacting vegetative debris		CY			
Debris Management Site					
Prep, mgt, segregating at DMS		CY		100,000	
Construction & Demolition Collect & Haul					
0-30 miles C&D from ROW to DMS		CY		30,000	
16-30 miles C&D from ROW to DMS		CY		15,000	
Over 30 miles C&D from ROW to DMS		CY		5,000	
Final Disposal					
Single Price from DMS to Final Disposal		CY		150,000	
Tree Operations (includes leaners & hangers)					
Hazardous tree removal 6"- 12" trunk		Tree		500	
Hazardous tree removal 13"- 24" trunk		Tree		450	
Hazardous tree removal 25"- 36" trunk		Tree		200	
Hazardous tree removal 37" - 48"		Tree		50	
Hazardous tree removal 49" & up		Tree		10	
Tree with hazardous limbs > 2"		Tree		2,500	
Hazardous stump 24"- 36"		Stump		100	
Hazardous stumps 37"- 48"		Stump		20	
Hazardous stumps > 49"		Stump		10	
Stump fill dirt		CY		100	
Specialty Removal					
Vehicle removal		Unit		100	
Carcass removal		Pound		100	
ROW white goods & related removal		Unit		1,000	
Freon management & recycling		Unit		500	
Electronic waste removal		Unit		500	
Biowaste		Pound		1,000	

[illegible]

Request for Proposals #1932-P: Debris Clearing, Removal, & Disposal
GENERAL TERMS AND CONDITIONS

1. **Definitions:** The term "contractor" as used herein and elsewhere in these General Terms and Conditions shall be used synonymously with the term "successful offeror." The term "Owner" shall mean Fayette County, City of Fayetteville, City of Peachtree City, and/or the Town of Tyrone, individually or collectively.
2. **Preparation of Offers:** It shall be the responsibility of the offeror to examine specifications, scope of work, schedule and all instructions that are part of this request for proposal. Failure to observe any of the instructions or conditions in this request for proposal may result in rejection of the offer.

All of the specifications and information contained in this request for proposal, unless specifically excepted in writing by the offeror and such exceptions being included with the offer, will form the basis of the contract between the successful offeror and the Owner. The offeror should take care to answer all questions and provide all requested information.

3. **Submission of Offers:** Offerors must submit their proposal in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The offeror's company name,
 - b. The Request For Proposals (RFP) number, which is #1932-P and
 - c. The RFP Name, which is *Debris Clearing, Removal, & Disposal*.

Price schedules shall be placed in an additional opaque sealed envelope, identified as the price schedule, and enclosed in the sealed envelope with the proposal.

Mail or deliver one (1) original proposal, unbound, signed in ink by a company official authorized to make a legal and binding offer, two (2) bound paper copies, and four (4) copies on flash drives to:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

Attention: Contracts Administrator

4. **Timely Receipt:** Offers not received by the time and date of the scheduled proposal opening will not be considered, unless the delay is a result of action or inaction of the Owner.
5. **Open Offer:** The offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening unless this time-frame is specifically excepted to in your offer.

6. **Corrections or Withdrawals:** The offeror may correct a mistake, or withdraw a proposal before the proposal opening date by sending written notification to the Director of Purchasing. Proposals may be withdrawn after the opening only with written authorization from the Director of Purchasing.

The Owner reserves the right to waive any defect or irregularity in any proposal received.

In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.

7. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See Georgia law at O.C.G.A. § 50-18-72 (A)(34).
8. **Site Conditions:** Offerors are urged to visit the site to familiarize themselves with site conditions. Upon submission of an offer, it is understood that the offeror is acknowledging his acceptance of all site conditions.
9. **References:** Offerors shall submit with proposals a list of three (3) jobs the offeror has done that are of the same or similar nature to the work described herein. For each job listed include a brief description of the work, a contact person, mailing address, valid telephone number and the date job was completed.
10. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

11. **Quantities are Estimates:** Quantities listed herein are estimates, provided for the purpose of facilitating price proposals. No guarantee of specific amounts of work is intended or implied.

- 12. Evaluation of Offers:** The evaluation of offers and the determination as to acceptability of services offered shall be the responsibility of the Owner. Accordingly, to ensure that sufficient information is available, the offeror may be required to submit literature, samples, or other information prior to award. The Owner reserves the right to obtain clarification or additional information from any firm regarding its proposal. The Owner reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the Owner, and to award the contract to other than the lowest price offered. The Owner further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.
- 13. Non-Collusion:** By responding to this request for proposals, the offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other offeror submitting a separate response to this request for proposals, and is in all respects fair and without collusion or fraud.
- 14. Ability to Perform:** The offeror may be required, upon request, to provide to the satisfaction of the Owner that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the Owner, the Owner may reject the offer.
- 15. Term of Contract:** The term of this agreement shall begin on July 1, 2021 and continue through June 30, 2022. Thereafter, this agreement may be renewed by the Owner for two additional one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term"), which renewal will be by letter or other written correspondence from the Owner to the contractor ninety (90) days prior to expiration of the Initial Term or the then-current Renewal Term. If the Owner fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then-current Renewal Term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).
- 16. Payment Terms:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the awarded contract, and both parties must agree on such deviation.
- 17. Work Extending Beyond the Term of Contract:** Work authorized during the original Term or a renewal Term, through a Notice of Activation, will serve to extend the contract Term until authorized work is completed.
- 18. Notice to Proceed:** Upon award of a contract by the Owner, a Notice to Proceed will be issued to the successful contractor. This will apply to services provided by the contractor at no additional cost, such as training and assistance, debris planning, or other services as appropriate. Activation or mobilization for disaster assistance shall not be authorized until a Notice of Activation is issued.
- 19. Notice of Activation:** At such time as services under this contract are required, the Owner will issue a Notice of Activation to the contractor, which will include a ceiling price and the number of days authorized to complete the work. The contractor shall acknowledge receipt of the Notice of Activation immediately upon receipt. The contractor shall have a representative on-site and mobilize within the maximum number of hours as specified in the contract. The Owner will not be liable for payment of any work done or any costs incurred prior to issuing the Notice of Activation.

- 20. Liquidated Damages:** Time is of the essence for services included in this contract. Because actual damages would be difficult to ascertain, liquidated damages of Seven Hundred Fifty Dollars (\$750.00) shall be deducted from the contract sum for each hour the contractor is late in meeting the contracted number of hours to have a representative on-site or to mobilize, after a Notice of Activation is issued by the owner.
- 21. Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the Owner under the contract.
- 22. Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
- 23. Indemnification:** The contractor shall defend, indemnify and save the Owner and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. The contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 24. Non-Assignment:** Assignment of any contract resulting from this request for proposal will not be authorized, except with express written authorization from the Owner.
- 25. Insurance:** The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits set forth as follows:
- **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - **Worker's Compensation:** Workers Compensation as required by Georgia statute.
 - **Environmental Professional Liability Insurance:** \$1,000,000 limit per claim and aggregate.

Before a contract is executed with the successful offeror, the successful offeror shall provide Certificates of Insurance for all required coverage. The successful offeror can provide the Certificate of Insurance after award of the contract, but it must be provided prior to execution of the contract document by both parties. Certificates shall list additional insureds as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

City of Fayetteville
210 W. Stonewall Avenue
Fayetteville, GA 30214

City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Town of Tyrone
950 Senoia Road
Tyrone, GA 30290

- 26. Performance and Payment Bonds:** Each proposal shall include a letter of commitment from an approved surety, which appears on the U.S. Treasury's list of approved bond sureties (Circular 570). The letter shall confirm the intention of the surety to provide performance and payment bond in the event of mobilization. The bond is required within 24 hours of mobilization and shall be in the amount of the ceiling price of the work, as stated in the Notice of Award.
- 27. Termination for Cause:** The Owner may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the Owner's rights or remedies by law.
- 28. Termination for Convenience:** The Owner may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the Owner will pay the contractor for services performed. The Owner will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.
- 29. Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
- 30. Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.
- 31. Access to Records:** The following access to records requirements apply to this contract:
- a. The contractor agrees to provide the State of Georgia, the Owner, 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.
 - b. 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.
 - c. 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.

- d. In compliance with the Disaster Recovery Act of 2018, the Owner and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- 32. Records Retention:** The contractor shall retain all records pertaining to the contract for three years after the Owner makes final payments to the contractor, and all other pending matters are closed.
- 33. Breach of Contract:** In the event that the contractor or a subcontractor should violate or breach contract terms or conditions, upon discovery of such violation or breach the Owner will notify the contractor in writing. The contractor or subcontractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. If the contractor fails to cure the violation or breach within the ten-day time, the Owner shall be entitled to all available remedies, including termination of the contract, or the requirement that a subcontractor be dismissed from performing work under the contract. The Owner shall be entitled to any and all damages permissible by law.
- 34. Suspension and Debarment:**
- a. 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. § 180.095) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. 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.
 - c. This certification is a material representation of fact relied upon by the Owner. 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 the Georgia Emergency Management Agency and the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any 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.
- 35. 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 to be forwarded from tier to tier, up to the recipient, who in turn will forward the certification(s) to the awarding agency.

36. Small and Minority Businesses, and Women's Business Enterprises: The contractor shall take all necessary affirmative steps to assure that minority businesses and women's business enterprises are used when possible. If subcontracts are to be let, the contractor shall take the following affirmative steps:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

37. Compliance with the Contract Work Hours and Safety Standards Act: To the extent work under this contract is covered under the Contract Work Hours and Safety Standards Act, the contractor shall comply with the following provisions:

(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 (b)(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 (b)(1) of this section, in the sum of \$27 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 (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Owner 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 (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

38. Clean Air Act:

- a. 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.
- b. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Georgia Emergency Management Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. 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.

39. Federal Water Pollution Control Act:

- a. 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.
- b. The contractor agrees to report each violation to the Owner and understands and agrees that the Georgia Emergency Management Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. 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.

40. Energy Policy and Conservation Act: The contractor shall comply with any applicable 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. L. 94-163, 89 Stat. 871).

41. Contract Invoices: Contractor must submit invoices regularly, and for no more than a 30-day period.

42. Contract Changes / Modifications: Any contract amendment, change order, or other change or modification must be made in writing and executed by both parties. Such change must be allowable, allocable, within the scope of the grant or cooperative agreement, and must be reasonable for the completion of the project scope.

43. 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.

44. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 45. 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.
- 46. Program Fraud and False or Fraudulent Statements or Related Acts:** The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

COMPANY INFORMATION

RFP #1932-P: Debris Clearing, Removal & Disposal

COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

Email Address: _____

Phone Number: _____ Fax Number: _____

PROJECT CONTACT PERSON

Name: _____

Title: _____

Office Number: _____ Cell Number: _____

Email Address: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

**1932-P: Debris Clearing, Removal &
Disposal**

Name of Project

Fayette County, Georgia

Name of Public Employer

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

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

REFERENCES

RFP #1932-P: Debris Clearing, Removal, & Disposal

Please list three (3) references for current or recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferable.

1. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

2. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

3. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

COMPANY NAME _____

RFP #1932-P: Debris Clearing, Removal, & Disposal

EXCEPTIONS TO SPECIFICATIONS

Please list below any exceptions or clarifications to the specifications. Explain any exceptions in full.

COMPANY NAME: _____

ANTI-LOBBYING CERTIFICATION
RFP #1932-P: Debris Clearing, Removal, & Disposal

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction 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 Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**CERTIFICATION
SUSPENSION AND DEBARMENT**

RFP #1932-P: Debris Clearing, Removal, & Disposal

- (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 Fayette County, Georgia. 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 the Federal Government and Fayette County, Georgia, 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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date