

PROPOSAL

REQUEST FOR PROPOSALS - RFP NO.: 21-0133-7

**ANNUAL CONTRACT FOR DISASTER RECOVERY SERVICES (DEBRIS
REMOVAL) FOR CHATHAM COUNTY PUBLIC WORKS**

**PRE-PROPOSAL CONFERENCE (AUDIO AVAILABILITY ONLY: 2:00 P.M.,
DECEMBER 2, 2021**

PROPOSALS RECEIVED BY: 5:00 P.M., DECEMBER 16, 2021

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

CHESTER A. ELLIS, CHAIRMAN

COMMISSIONER HELEN L. STONE

COMMISSIONER TANYA MILTON

COMMISSIONER LARRY RIVERS

COMMISSIONER AARON R. WHITELY

COMMISSIONER BOBBY LOCKETT

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK K. FARRELL

COMMISSIONER KENNETH A. ADAMS

R. JONATHAN HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

DOCUMENT CHECK LIST

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

X GENERAL INFORMATION

X PROPOSAL

X SCOPE OF SERVICES

X LEGAL NOTICE

X ATTACHMENTS: A. DRUG FREE WORKPLACE; B. NONDISCRIMINATION STATEMENT; C. DISCLOSURE OF RESPONSIBILITY STATEMENT; D. CONTRACTOR & SUBCONTRACTOR AFFIDAVIT AND AGREEMENT E. BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION; F. M/WBE COMPLIANCE REPORT; G. SAVE AFFIDAVIT; H. LOBBYING AFFIDAVIT; I. SURETY REQUIREMENTS

The undersigned bidder certifies that he/she has received the above listed and marked documents and acknowledges that his/her failure to return each, completed and signed as required, may be cause for disqualifying his/her bid.

BY: _____ DATE: _____
SIGNATURE: DATE:

TITLE:

COMPANY:

ACKNOWLEDGE RECIEPT OF ADDENDUM(S) _____

Chatham County has established goals to increase participation of minority and woman owned businesses. In order to accurately document participation, businesses submitting bids or proposals are encouraged to report ownership status. A minority or woman owned business is defined as a business with 51% or greater minority or female ownership. Please check ownership status as applicable:

African-American _____ Asian American _____ Hispanic _____

Native American or Alaskan Indian _____ Female _____

**CHATHAM COUNTY, GEORGIA
OFFICE OF THE PURCHASING DIRECTOR
1117 EISENHOWER DRIVE, SUITE C
SAVANNAH, GEORGIA 31406
(912) 790-1623**

DATE: November 5, 2021

RFP NO.: 21-0133-7

GENERAL INFORMATION FOR REQUEST FOR PROPOSALS

This is an invitation to submit a proposal to supply Chatham County with services as indicated herein. Sealed proposals will be received at the Office of the Purchasing Director, **1117 EISENHOWER DRIVE, SUITE C, and SAVANNAH, GEORGIA** up to **5:00 P.M., DECEMBER 16, 2021.** The Purchasing Director reserves the right to reject any and all proposals and to waive formalities.

Instructions for preparation and submission of a qualification proposal are contained in the Request for Proposal package. Please note that specific forms for submission of a proposal are required. Proposals must be typed or printed in ink

A **pre-proposal conference** has been scheduled for **2:00 P.M., DECEMBER 2, 2021.** **Participants may attend by calling 1-888-585-9008, conference room code 743-636-882,** to discuss the specifications and resolve any questions and/or misunderstanding that may arise. **Participants** attending remotely are asked to mute phones when not speaking, in consideration of others. **You are encouraged to attend.**

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Director will issue a written addendum to document approved changes.

Chatham County has an equal opportunity procurement policy. Chatham County seeks to ensure that all segments of the business community have access to providing services needed by County programs. The County affirmatively works to encourage utilization of disadvantaged and minority business enterprises in our procurement activities. The County provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap. The County expects its contractors to make maximum feasible use of minority businesses and qualified minority employees. The terms "disadvantaged business", "minority business enterprise", and "minority person" are more specifically defined and explained in the Chatham County Purchasing Ordinance.

All firms requesting to do business with Chatham County **must register** on-line at

<http://purchasing.chathamcounty.org>. The County's Purchasing Division is interested in fostering participation by all qualified business persons offering commodities and services. For additional information please contact Purchasing and Contracting at 912-790-1620.

SECTION I INSTRUCTIONS TO PROPOSERS

1.1 PURPOSE: The purpose of this document is to provide general and specific information for use in submitting a qualification proposal to supply Chatham County with services as described herein. All proposals are governed by the Code of Chatham County, Chapter 4, Article IV, and the laws of the State of Georgia.

1.2 HOW TO PREPARE PROPOSALS: All proposals shall be:

- A. Typewritten or completed with pen and ink, signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. ALL SIGNATURE SPACES MUST BE SIGNED.

Proposers are encouraged to review carefully all provisions and attachments of this document prior to submission. Each proposal constitutes an offer and may not be withdrawn except as provided herein.

1.3 HOW TO SUBMIT PROPOSALS: All proposals shall be:

- A. **Submitted in sealed opaque envelopes, plainly marked with the proposal number and title, date and time for submission, and company name.**
- B. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Director on or before the time and date specified above.
- a. **Mailing Address: Purchasing Director, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406.**
 - b. **Hand Delivery: Purchasing Director, 1117 Eisenhower Drive, Suite C, Savannah, Georgia.**

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

1.4 HOW TO SUBMIT AN OBJECTION: Objections from Offerers to this Request for Proposals and/or these specifications should be brought to the attention of the County Purchasing Director in the following manner:

- A. When a pre-proposal conference is scheduled, the Proposer may object in writing any time prior to or at the pre-proposal conference.

- B. When a pre-proposal conference is not scheduled, the Proposer shall object in writing not less than five (5) days prior to the Date for submission.
- C. The objections contemplated must pertain both to form and 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.
- 1.5 **ERRORS IN PROPOSALS:** Proposers 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 Proposer's own risk.
- 1.6 **STANDARDS FOR ACCEPTANCE OF PROPOSERS 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 Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, whom investigation shows is not in a position to perform the contract.
- 1.7 **PROPOSER:** Whenever the term "Proposer" is used it shall encompass the "person", "business", "firm", or other party submitting a proposal to Chatham County in such capacity before a contract has been entered into between such party and the County.
- 1.8 **COMPLIANCE WITH LAWS:** The Proposer 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 Proposer and the County. Any such requirement specifically set forth in any contract document between the Proposer and the County shall be supplementary to this section and not in substitution thereof.
- 1.9 **CONTRACTOR:** Contractor or subcontractor means any person, firm, or business having a contract with Chatham County. The Contractor of goods, material, equipment or services certifies that the firm will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 1.10 **DEBARRED FIRMS AND PENDING LITIGATION:** Any potential proposer/firm listed on the Federal or State of Georgia Excluded Parties Listing (Barred from doing business) **will not** be considered for contract award. It is the proposer's responsibility to inform the County if placed on the Federal or State of Georgia Excluded Parties Listing at any time during the proposal process and subsequent contract award. Proposers **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. Any proposer/firm previously defaulting or terminating a contract with the County will not be considered.

** All bidders or proposers are to read and complete the Disclosure of Responsibility Statement enclosed as an Attachment to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

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

- 1.11 **PERFORMANCE EVALUATION:** On April 11, 2008, the Chatham County Board of Commissioners approved a change to the County Purchasing Ordinance requiring Contractor/Consultant Performance Evaluations, at a minimum, annually, prior to contract anniversary date.

Should Contractor/Consultant performance be unsatisfactory, the appointed County Project Manager for the contract may prepare a Contractor/Consultant Complaint Form or a Performance Evaluation to the County Purchasing Director.

SECTION II

PROPOSAL CONDITIONS

- 2.1 **SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the Proposer on notice to inquire of or identify the same to the County.
- 2.2 **MULTIPLE PROPOSALS:** No Proposer will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Director's attention during the Pre-proposal Conference or submitted in writing at least five (5) days preceding the date for submission of proposals.
- 2.3 **OFFERS TO BE FIRM:** The Proposer warrants that terms and conditions quoted in his offer will be firm for acceptance for a period of sixty (60) days from bid date submitted, unless otherwise stated in the proposal. When requested to provide a fee proposal, fees quoted must also be firm for a sixty day period.
- 2.4 **COMPLETENESS:** All information required by the Request for Proposals must be completed and submitted to constitute a proper proposal.
- 2.5 **LIABILITY PROVISIONS:** Where Proposers are required to enter or go into Chatham County property to take measurements or gather other information in order to prepare the proposal as requested by the County, the Proposer shall be liable for any injury, damage or loss occasioned by negligence of the Proposer, his agent, or any person the Proposer has designated to prepare the Offer and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the

liability provisions required of the successful Proposer in order to be awarded a contract with Chatham County.

2.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By submission of this Offer, the Proposer certifies, and in the case of a joint offer each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer 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 competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other competitor; and
- (3) No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not submit an offer for the purpose of restricting competition.

2.7 AWARD OF CONTRACT: The contract, if awarded, will be awarded to that responsible Proposer whose proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which proposal best serves the interest of Chatham County.

2.8 PROCUREMENT PROTESTS: Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Director for review and resolution. The Chatham County Purchasing Ordinance – Part 9 – Vendor Disputes shall govern the review and resolution of all protests.

2.9 QUALIFICATION OF BUSINESS (RESPONSIBLE PROPOSER): A responsible Proposer is defined as one who meets, or by the date of the acceptance can meet, all requirements for licensing, insurance, and service contained within this Request for Proposals. Chatham County has the right to require any or all Proposers to submit documentation of the ability to perform the service requested.

Chatham County has the right to disqualify the proposal of any Proposer as being unresponsive or irresponsible whenever such Proposer cannot document the ability to deliver the requested service.

2.10 COUNTY TAX CERTIFICATE REQUIREMENT: A current Chatham County or municipal business license (within the State of Georgia) is required unless otherwise specified. A firm need not have a Chatham County Business License prior to submitting a proposal. However, a license must be obtained by the successful vendor prior to award of contract.

Please contact the Chatham County Department of Building Safety and Regulatory

Services at (912) 201-4300 for additional information.

NOTE: No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on 8 April 1994.

- 2.11 INSURANCE PROVISIONS, GENERAL:** The selected CONTRACTOR 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 Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid. It is every Contractor's responsibility to provide the County Purchasing and Contracting Division current and up-to-date Certificates of Insurance and Declaration Sheets for multiple year contracts before the end of each term. Failure to do so may be cause for termination of contract.

2.11.1 General Information that shall appear on a Certificate of Insurance:

- I. Name of the Producer (Contractor's insurance Broker/Agent).
- II. Companies affording coverage (there may be several).
- III. Name and Address of the Insured (this should be the Company or Parent of the firm Chatham County is contracting with).
- IV. Summary of all current insurance for the insured (includes effective dates of coverage).
- V. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- VI. Certificate Holder (This is to always include Chatham County).

Chatham County as an "Additional Insured": Chatham County invokes the defense of "sovereign immunity." In order not to jeopardize the use of this defense, the County **is not** to be included as an "Additional Insured" on insurance contracts.

2.11.2 Minimum Limits of Insurance to be maintained for the duration of the contract:

- A. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor or Tenant. This policy coverage includes: premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual 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 their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures

common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim. Minimum limits: \$500,000 for each accident, disease policy limit, 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 and property damage. Coverage should be written on an "Any Auto" basis.
- D. **Umbrella Policy:** Umbrella Liability – With limits of not less than \$5,000,000 per occurrence covering all work performed under this Agreement.

2.11.3 **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 the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.
- 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 request.
- D. **Cancellation:** Each insurance policy that applies to this request 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 requested, has been given to the County.
- E. **Proof of Insurance:** Chatham County shall be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. 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 Contractor must ensure Certificate of Insurance are updated for the entire term of the County.
- 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 the Chatham County Board of Commissioners.

H. **Deductibles 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 Contractor shall procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

2.11.4 **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 million 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.

2.12 **INDEMNIFICATION:** The PROPOSER agrees to protect, defend, indemnify, and hold harmless Chatham 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 PROPOSER or its subproposers. The PROPOSER’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. PROPOSER further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Chatham 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 PROPOSER or his subcontractors or anyone directly or indirectly employed by any of them.

The PROPOSER’s obligation to indemnify Chatham 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 PROPOSER.

- 2.13 COMPLIANCE WITH SPECIFICATION - TERMS AND CONDITIONS:** The Request for Proposals, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposers Offer, Addendum, and/or any other pertinent documents form a part of the Offeror's proposal and by reference are made a part hereof.
- 2.14 SIGNED RESPONSE CONSIDERED AN OFFER:** The signed Response shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, Purchasing Director or his designee. In case of a default on the part of the Proponent after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.
- 2.15 NOTICE TO PROCEED:** The successful proposer shall not commence work under this Request for Proposal until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Director or his designee. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.16 PAYMENT TO CONTRACTORS:** Instructions for invoicing the County for service delivered to the County are specified in the contract document.
- A. Questions regarding payment may be directed to the Finance Department at (912) 652-7905 or the County's Project Manager as specified in the contract documents.
 - B. Contractors will be paid the agreed upon compensation upon satisfactory progress or completion of the work as more fully described in the contract document.
 - C. Upon completion of the work, the Contractor will provide the County 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. Chatham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Chatham 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 Chatham 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.
- 2.17 LICENSES, PERMITS, AND TAXES:** The price or prices for the service shall include full compensation for all fees that the proponent is or may be required to pay. Chatham County is Tax Exempt. A Tax Exemption Certificate will be provided by the Purchasing & Contracting Office upon request (912) 790-1623.
- 2.18 MINORITY – WOMEN BUSINESS ENTERPRISE PARTICIPATION:** It is the desire of the County Board of Commissioners to increase the participation of minority (MBE) and women-owned (WBE) business in its contracting and procurement programs.

The County is committed to a policy of equitable participation for these firms by setting goals for each contract. Bidder/proposers are requested to include in their proposals a narrative describing their past accomplishment and intended actions in this area. If bidder/proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties must be identified in their proposal along with the percentage(s) and dollar amount awarded to the M/WBE firm. Proposers may also provide demographic information regarding their employees to show their commitment to equal opportunity. If a bidder/proposer is considered for award, he/she will be asked to meet with the County Staff so that the intended MBE/WBE participation goals can be formalized and included in the subsequent contact.

If the awarded contractor/vendor is claiming minority status, the contractor/vendor shall apply for certification by Chatham County, Georgia to the Office of Minority Business Coordinator. The Minority Business Coordinator will provide documentation of application status once approved or disapproved by Chatham County. Certification by any other government entity is acceptable if current copy of the certification is provided with this solicitation. For additional information concerning Chatham County's M/WBE Coordinator, please contact Connell Heyward, at (912) 652-7828 or cheyward@chathamcounty.org.

The undersigned proposer 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 Proposals package, and that any exception taken thereto may disqualify his/her proposal.

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

This _____ day of _____, 20____.

BY

SIGNATURE

DATE

COMPANY

TITLE

TELEPHONE NUMBER

REQUEST FOR PROPOSALS

GENERAL CONDITIONS SECTION III

- 3.1 DESCRIPTION AND OBJECTIVES:** Chatham County is requesting proposals from qualified companies to provide Disaster Recovery Services (Debris Removal) in the event

of disaster, man-made or natural. The most likely natural disaster given the County's geographical location is hurricanes. This service would extend to the unincorporated areas of Chatham County under the direction of the Director of Public Works, or in his absence, the Director of Emergency Management. When the contract is activated, the Director of Public Works becomes the County Debris Manager. In his absence, the Director of Emergency Management may serve in this capacity. Additional services within the scope of services for this contract may be extended to aiding and assisting municipal jurisdictions at the discretion and authority of the Chairman of the County Commission, the County Manager, or the County Emergency Management Director. The County presents this "Request for Proposals" to describe its needs and those criteria which will be used to determine selection of services.

- 3.2** **METHODOLOGY:** The procurement described herein may be conducted in a two-step process.

STEP 1 - ACCEPTANCE AND EVALUATION OF PROPOSALS: All technical requirements, unless otherwise specified, must be met by the proponent or such proposal will be disqualified as being non-responsive. Proposals that are deemed to be incomplete as to substance and content may be returned without consideration. A shortlist of qualified firms will be developed and ranked.

Fee proposals shall be submitted along with the proposal and will be evaluated and ranked accordingly. Fee proposal should be quoted in "all inclusive" dollars. The evaluation committee will make the selection of the firm which it believes is best qualified to provide the service, fee proposal and other qualitative factors considered. It is emphasized that the company which offers the lowest fee proposal will not necessarily be the company selected. The selection will be made of that company which provided the best proposal. "Best" is defined as the best combination of qualitative factors and price proposal.

STEP 2 – INTERVIEWS/PRESENTATION: The evaluation committee **may** request an interview with each finalist company. If interviews are conducted, they will be scored. It will be at the discretion of the evaluation committee on the number of companies that will interview/present.

- 3.3** **PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held at **2:00 P.M., DECEMBER 2, 2021.** Participants may attend by calling 1-888-585-9008, conference room code 743-636-882. Representatives from Chatham County will be in attendance. Attendance assures that all competitors hear the same information, can ask questions and suggest constructive changes to the solicitation.

- 3.4** **PROPOSAL DEADLINE:** The response to this "Request for Proposal" must be received by the Purchasing Division no later than **5:00 P.M., DECEMBER 16, 2021.** Any proposal received after the time stipulated will be rejected and returned unopened to the proponent. It is emphasized that late proposals will be rejected

For good and sufficient reason, up to 24 hours before the advertised deadline, the County may extend the response schedule. An addendum will be issued setting forth the new date and time.

- 3.5 WITHDRAWAL OF PROPOSAL:** Any proposal submitted before the deadline may be withdrawn by written request received by the County before the time fixed for receipt of proposals. Withdrawal of any proposal will not prejudice the right of a proponent to submit a new or amended proposal as long as Chatham County receives it by the deadline as provided herein.
- 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 proponent, for disposition or usage by the County at its discretion (except for as provided by Georgia law for proprietary information). The details of the proposal documents will remain confidential until final award or rejection of proposals and/or protected under the restraints of law. Only final points and ranking of proposals will be openly disclosed prior to approval by the Board of Commissioners. Proponent shall have no contact with any Department Representative or Evaluation Committee Member during and after the evaluation process. Any information contained in the proposal that is considered by the Proponent as “proprietary” to remain confidential shall be clearly identified and justified.
- 3.7 CONE OF SILENCE:** Lobbying of Procurement Evaluation Committee members, County Government employees, and elected officials regarding this product or service solicitation, Invitation to Bid (ITB) or 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.
- 3.8 FORMAT OF RESPONSES:** To be considered, proponents must submit a complete response to the Request for Proposal. The format provided in this Section is not negotiable. 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. Introduction/Cover Letter
 - B. Qualifications/Experience
 - C. Project Understanding/Methodology
 - D. Financial Strength
 - E. M/WBE Participation
 - F. References
 - G. Fee Schedule - Submit using Fee Proposal Form
 - H. Other Relevant Facts/Information
 - I. Attachments

Each proposal must be submitted in one (1) original and four (4) copies and one (1) electronic version (disc or thumb drive) to:

Ms. Robin L. Maurer, Asst. Purchasing Director
Chatham County Purchasing Department
1117 Eisenhower Drive - Suite C
Savannah, GA 31406
(912) 790-1623

- 3.9 COMPENSATION:** The County has attempted in SECTION V to provide as much information about the project as possible to enable firms to structure their offer.
- 3.10 REJECTING PROPOSALS:** The County reserves the right to reject any or all proposals and is not bound to accept any proposal if that proposal is contrary to the best interest of Chatham County. Similarly, the County is not bound to accept the lowest dollar proposal if the offer is not considered in the County's best interest.
- 3.11 COST TO PREPARE RESPONSES:** The County assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of the proposal.
- 3.12 INQUIRIES:** Direct any questions related to this RFP to Ms. Robin Maurer, Asst. Purchasing Director, and submit all questions in writing. Include the RFP number, page, and paragraph number as a reference to each question. If you choose to mail your questions, do not place the RFP number on the outside of the envelope. *DEADLINE FOR ALL QUESTIONS IS one week prior to due date.* All questions shall be delivered by hand, mail, fax or e-mailed as follows:

Chatham County Purchasing and Contracting Department
Attn: Robin Maurer, Asst. Purchasing Director
1117 Eisenhower Drive, Suite C
Savannah, GA 31406
(912) 790-1627 (FAX)
rlmaurer@chathamcounty.org

THE ONLY OFFICIAL ANSWER OR POSITION OF CHATHAM COUNTY WILL BE THE ONE STATED IN WRITING.

- 3.13 METHOD OF SOURCE SELECTION:** Chatham County is using the Competitive Sealed Proposal method of source selection, as authorized by Part 3 of the Chatham County Purchasing Ordinance for this procurement.

An award, if made, will be made to the responsible offeror whose proposal is most advantageous to Chatham County, taking into consideration price and other factors set forth in this Request for Proposal (RFP). The County will not use any other factors or criteria in the evaluation of the proposals received.

3.14 **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this contract, the COMPANY agrees as follows:

The COMPANY will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, physical handicap, or marital status.

3.15 **SURETY REQUIREMENTS AND BONDS:** (Check where applicable)

- A. Such bidder shall post a bid bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 5% of the bid price.
- X B. Contractor(s) shall post a payment/performance bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 100% of the bid price if awarded the purchase. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors. Contractor shall furnish Performance and Payment Bonds within seven days after an Event Notice to Proceed is issued, as security for the faithful performance and payment of all Contractor's obligations under the resulting Contract.
- X C. Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by Chatham County.
- X D. Bidder acknowledges Chatham County's right to require a Performance and Payment Bond of a specific kind and origin. Performance Bond means a bond with good and sufficient surety or sprites for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done.
Payment Bond means a bond with good and sufficient surety or sureties' payable to the governmental entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.
- E. Forfeit the amount of the Bid Bond if he/she fails to enter into a contract with Chatham County to do and/or furnish everything necessary to provide service and/or accomplish the work stated and/or specified in this bid proposal for the bid amount.

SECTION IV SPECIAL CONDITIONS

4.1 **PENDING LITIGATION:** Proposals will not be accepted from any company, firm, person, or party, parent subsidiary, against which Chatham County has an outstanding claim, or a 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.

4.2 **EVALUATION FACTORS:** Factors such as proponents overall capability, specialized experience, reputation, past performance on similar projects, technical

competence, financial stability, ability to meet program goals, delivery under the contract terms, and fee schedule will be considered in the award recommendation. Commitment in the level of MBE/WBE firms, consultants and employees will also be considered in the evaluation of proposals.

4.3 **SELECTION PROCESS:** *Proposals will be evaluated initially on the basis of the written document. Thus, the proposal must be complete, concise and clear as to the intent of the respondent.* Further evaluation may include an oral presentation will be scheduled after receipt of the written proposal and approval of the shortlist.

4.4 **CONTRACT:** The term of the contract will be fore one (1) year with renewal options for four (4) additional one (1) year terms.

4.5 **PROPOSALS MUST BE RESPONSIVE TO:**

4.5.1 INTRODUCTION/COVER LETTER (SECTION A): You should provide no more than a two (2) page letter of introduction. The letter should highlight or summarize whatever information you deem appropriate as a cover letter, as a minimum, this section should include the name, address, telephone number and fax number of one (1) contact to whom any correspondence should be directed. This section should include a clear statement of the Proposer's understanding of this RFP and the contract requirements, and how the Proposer intends to meet the RFP requirements.

4.5.2 QUALIFICATIONS/EXPERIENCE - TOTAL POSSIBLE POINTS: 30 (SECTION B):

- A. The name, title, address, and telephone number of the person(s) who will be assigned to perform service under the proposal.
- B. Resumes/credentials of the person(s) who will perform the services required and state how long they have been with your firm. For each key staff person that will participate in the program, attach a resume. Provide an organizational chart. Highlight key and relevant experience. Attach copies of licenses, certificates and certifications for key personnel. Credentials may be subject to verification.
- C. Provide a listing of Disaster Recovery projects within the last five (5) years with a brief narrative of each project, client, and services provided by consultant, whether they were the lead agency or a sub-contractor, value of services and status on date of completion.
- D. 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 contract be exercised.
- E. Provide a copy of the company's disaster response policies and/or plan.
- F. Provide documentation of company's financial strength and certificate of insurance.
- G. Provide listing of current and/or pending lawsuits and indicate the status of each.

- H. State if your firm has operated under a different name within the past 10 years and provide that name that your firm previously operated under.
- I. Provide complete details of any contract termination within the last 5 years and state the reason (2) for the termination.
- J. Demonstrate experience in administering all aspects of federal disaster and mitigation program.
- K. Demonstrate reporting to the State of Georgia Emergency Management (GEMA) and the Federal Emergency Management Agency (FEMA).
- L. Must demonstrate complete and full working knowledge of FEMA Public Assistance programs and policies.
- M. Key personnel must be trained in National Incident Management Systems (NIMS) for Public Works including copies of Incident Command System certifications.
- N. Demonstrate effective and efficient automated processing of all documents for reimbursement.

4.5.3 PROJECT UNDERSTANDING AND METHODOLOGY – TOTAL POSSIBLE POINTS: 20 (SECTION C): Discuss the methodology to meet or exceed the minimum requirements of the Scope of Work and the approach to rendering the required services. Methodology shall specifically describe how the company will approach the service to meet the County’s Scope of Work and what deliverables the County can expect from the Contractor. Any special techniques, strategies and capabilities should be discussed here. A detailed narrative statement to demonstrate the offeror’s understanding of the Scope of Work described below to include:

- A. The statement shall include but not necessarily be limited to the offeror's' proposed organizational structure and procedures to provide the required services;
- B. Equipment and software to be used;
- C. Expectations regarding the County's responsibilities and contributions under the contract;
- D. Any limitations in delivering all the required services;
- E. Any potential problem areas that might impede the successful implementation of the contract;
- F. Any other information not specifically required elsewhere in this RFP but considered pertinent by the offeror.

4.5.4 FINANCIAL STRENGTH – TOTAL POSSIBLE POINTS: 10 (SECTION D): Provide one (1) original (preferred) or copy of your audited and already published financial statements for three (3) annual periods preceding the due date for your Proposal. Please be certain that the statements provided are in the same legal name as that in which you intend to do business with the County and not in the name of parent organizations, or include other subsidiaries. Proponent shall provide proof from a surety company authorized to issue bonds in the State of Georgia indicating the Proposer's capability to provide adequate performance and payment bonds for this Project.

4.5.4 MWBE PARTICIPATION – TOTAL POSSIBLE POINTS: 15 (SECTION E):

Commitment in the level of MWBE firms, subcontractors, consultants and employees. Approach to meeting and exceeding the MWBE requirements. History of Minority-owned, Women-owned business utilization. Detail as to dividing total requirements into smaller tasks or quantities to permit maximum participation by MWBE firms.

4.5.5 REFERENCES – TOTAL POSSIBLE POINTS: 5 (SECTION F): Please provide at least three (3) governmental references. Proposer must disclose existing governmental contract of similar nature and the term limits of those contracts that are within a 200 mile radius of Chatham County. Please provide the client's name, address, phone number and the name of a contact person.

4.5.6 FEE SCHEDULE – TOTAL POSSIBLE POINTS: 20 (SECTION G): Use fee schedule form and submit with proposal. Quantities are estimates based on projected needs and are for evaluation purposes only. The County reserves the right to authorize tasks to a selected contractor.

4.5.7 INTERVIEWS/PRESENTATIONS (IF REQUIRED) – TOTAL POSSIBLE POINTS: 30

4.6 CONTRACT: The successful respondent will be expected to execute a contract within 30 days of notice of award.

4.7 ASSIGNMENT: The PROPOSER shall not assign or transfer any interest of the contract without prior written consent of the County.

4.8 SPECIAL PROVISIONS FOR PROCUREMENT – FEDERAL REQUIREMENTS

This project will be involve Federal funding and as such, Federal requirements shall apply. The following Federal Provisions in detail will apply to the proposal and will be included in the contract.

1. **Davis-Bacon Act, as amended (40 U.S.C. 3141)** - When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, —Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland —Anti-Kickbackl Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, —Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States!). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

2. **No Government Obligation to Third Parties** - The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
3. **Program Fraud and False or Fraudulent Statements and Related Acts** - Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
4. **Access to Records and Reports** - The following access to records requirements apply to this contract:
 - (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), 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."
5. **Equal Employment Opportunity** - 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."

6. **Government-wide Debarment and Suspension (Nonprocurement)** - By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:
- (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.

(printed name of signatory)

(signature and date)

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)** - (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 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 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 (2) of this section.

(4) **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (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.

8. **Bryd Anti-Lobbying Amendment (31 U.S.C. 1352)** - 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.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

The undersigned [Contractor] 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. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to 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, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20__

By _____

Signature of Bidder/Contractor /Subcontractor's Authorized Official

Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Title of Authorized Official

9. **Clean Air Act (42 U.C. 7401-7671q.)** - 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. 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 State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
10. **Federal Water Pollution Control Act (33 U.S.C. 1251-1387)** - 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. 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 State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
11. **Procurement of Recycled Materials (C.F.R. Part 200, Appendix II, K; 2 C.F.R 200.322; Chapter V, 7) - (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>.
12. **Department of Homeland Security Logo, Seal, 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.
13. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
14. **Compliance with Federal law, Regulations, and Executive Orders** - This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

SECTION V TECHNICAL SPECIFICATIONS

- 5.1 **BACKGROUND AND OBJECTIVES:** The purpose of this Request for Proposal is to solicit competitive proposals from qualified companies to provide Disaster Recovery Services (Debris Removal) in the event of a disaster, man-made or natural, including

hurricanes. This service would extend to the unincorporated areas of Chatham County under the Director of Public Works, or in his absence, the Director of Emergency Management. A copy of the Chatham County Debris Management Overall Coordination and Strategy (Appendix 3-1) will be provided by request. Contractors hired by Chatham County will be expected to utilize this plan and assist Public Works to respond to debris removal services as outlined in the plan. It is the County's intent to award to a primary and a secondary contractor. The secondary will be utilized in the event that the primary cannot perform.

5.2 GENERAL REQUIREMENTS:

- 5.2.1** The Contractor must have the capacity to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance.
- 5.2.2** Contractor shall furnish Performance and Payment Bonds within seven days after an Event Notice to Proceed is issued, as security for the faithful performance and payment of all Contractor's obligations under the resulting Contract. These bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. The bond shall be issued by an agency authorized to do business in the State of Georgia with a rating of "A" or higher, as listed in the A.M. Best & Company latest published rating. An attorney in fact who signs Performance and Payment Bonds must file with the bond a certified copy of his/her power of attorney to assign said bond.

Concurrently with an assessment of the damage immediately following a disaster event, the County, in consultation with the Contractor, shall determine the Contractor's scope of services and an estimated dollar value of the work for the event, based upon the best data available at the time. The initial Task Order issued by the County for each specific event shall require the Contractor to provide the appropriate size Performance and Payment Bonds, each equal in sum to the estimated dollar value of the work. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

Performance and Payment Bonds for each event shall comply with all other requirements, unless otherwise stated. If the catastrophic event diminishes after the Event Notice to Proceed is issued, a stop work order shall be issued to cancel the Performance and Payment Bonds tied to said event.

Contractor(s) shall post a payment/performance bond, certified check or money order made payable to the Chatham County Finance Department in the

amount of 100% of the estimated dollar value of the work. Such bond(s) are due as a guarantee that goods meet specifications and will be delivered per contract. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.

Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by Chatham County.

- 5.2.3** The Contractor must also have an established management team, an established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience in major disaster recovery projects.
- 5.2.4** The Contractor must be duly licensed to perform the work in accordance with the State of Georgia code requirements. The Contractor shall obtain all permits necessary to complete the work.
- 5.2.5** The Contractor shall be knowledgeable on the rules and regulations governing the transport of heavy equipment and oversized loads across state boundaries. An emergency situation in the County does not assure any waiver of regulations or assistance in expediting equipment transportation by other states.
- 5.2.6** When a major disaster occurs or it is imminent, the County will contact the firm(s) holding County contracts for debris removal and disposal to advise them of the County's intent to activate the contracts. Debris removal will generally be limited to debris in, upon, or brought to public streets and roads, rights-of-way, County properties and facilities, and other public sites. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County in writing. The Contractor will be responsible for determining the method and manner of debris removal and lawful disposal of all debris and debris-reduction by products generated at all Debris Management Site (DMS), formally known as Temporary Debris Staging and Reduction Sites (TDSRS). For purposes of the contract the terms DMS and temporary debris management site are considered to be synonymous.
- 5.2.7** If a disaster is imminent, the County will initially send out an alert to the selected Contractor. If a disaster is imminent, the County will initially send out an alert to the selected Contractor(s). This alert will serve to activate the lines of communication between the Contractor representatives and the County and may require the Contractor to send an operations manager to the County within 24 hours to begin planning for operations and mobilization.
- 5.2.8** The Contractor shall assign and provide an operations manager to serve

as the principal liaison between the County Debris Manager and the Contractor's forces. The assigned operations manager must be knowledgeable of all facts of the Contractor's operations and have authority in writing to commit the Contractor. The operations manager shall be on call 24 hours per day, seven days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information and make arrangement for onsite accommodations. This linkage shall provide immediate contact via cell phone, fax machine, and have Internet capabilities. The operations manager will participate in daily meetings and disaster exercises, functioning as a source to provide essential element information. The operations manager will report to the County Debris Manager. The operations manager will be required to be physically capable of responding to the County Debris Manager within one hour of notification.

5.2.9 The Contractor shall be responsible for control of pedestrian and vehicular traffic in work areas.

5.2.10 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. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to the DMS and debris collection sites. Safety at these sites includes traffic control such as traffic cones and flag personnel. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer is assigned to the project for the duration of this contract. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of the contract.

5.3 **SCOPE OF SERVICES:** The successful Proposer at a minimum shall do, perform and carry out the services as follows in a satisfactory and proper manner and in conformance with the standard practices and procedures of its profession. Specific responsibilities include, but are not limited to:

5.3.1 Contractors shall be able to provide the following services and further described in the scope of services herein as follows:

- Task 1:** Emergency county-wide road clearance also known as the "Initial Push"
- Task 2:** Debris removal from public property (road right-of-way, storm water structures and open channels, parks, etc.), load and haul
- Task 3:** Debris removal from private property as specifically authorized by the County and in writing
- Task 4:** Temporary staging, reduction and transportation of debris for disposal including DMS Site remediation
- Task 5:** Tree stump removal, transportation and disposal

- Task 6:** Hazardous waste abatement
- Task 7:** Sand screening
- Task 8:** Removal, hauling and disposal of white goods
- Task 9:** Removal, hauling and disposal of Electronic Waste (E-Waste)
- Task 10:** Removal, hauling and disposal of Putrescent Waste
- Task 11:** Marine Debris removal from non-navigable waterway
- Task 12:** Abandoned Vehicles and Vessels

5.3.2 In addition to using force account labor and equipment, the County may execute three (3) (but reserves the right to execute more or less than) debris removal and disposal contracts on a contingency basis for the purpose of having Contractor(s) immediately available and committed to assisting the County and the authorized agencies in the aftermath of a major disaster. Each Contractor under contract will serve as a General Contractor for the purpose of debris removal and disposal operations, and will be able to use his/her own subcontractor resources to meet the obligations of the contract.

5.4 GENERAL SCOPE OF WORK

- 5.4.1** The Chatham County Debris Management Overall Coordination and Strategy Plan includes considerations for removing and processing the volumes and types of debris expected to be generated by a major disaster such as hurricane or any other natural and/or any other man-made disaster and the procedures for disposing of that debris.
- 5.4.2** The contract to be awarded under this RFP will be a contingency contract that will be activated only in the face of an emergency. As such, no compensation will accrue to the Contractor unless and until the contract is activated either in anticipation of a natural disaster or immediately after such disaster.
- 5.4.3** In addition, a Contractor who receives a contingency contract for the work will be required to participate in certain County directed disaster recovery training and/or exercises, 1 to 2 days each year, at no cost to the County.
- 5.4.4** Recycling of debris by the Contractor is encouraged and will be coordinated with the County and the authorized agencies. Recycling efforts will also be carried out under the current recycling programs existing at most landfills. The strength or weakness of the various landfills recycling programs will be a factor in choosing disposal locations.
- 5.4.5** 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 County and/or the authorized agencies.

- 5.4.6 The Contractor shall ensure that wherever non-English speaking crews are utilized, at least one crew supervisor must be fluent in English.
- 5.4.7 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.
- 5.4.8 Contractor must be able to mobilize management staff and field crews at least 25% capacity on-site in Chatham County within 24 hours after being authorized from the Director of Public Works, the Director of Emergency management or an appropriate designee.

5.5 DEBRIS MANAGEMENT

- 5.5.1 Debris Management operations is a function of the Chatham County Department of Public Works in accordance with ESF 3 (Emergency Support Function) of the County's Emergency Operation Plan. Public Works serves as the primary agency for ESF3. The County's Debris Manager, in coordination with secondary agencies, will direct the debris removal and disposal operations.
- 5.5.2 Chatham County has "Right of Entry" Agreements with multiple private single family residential communities gated or otherwise. Contractor is to verify these locations and include these within the scope of this contract.
- 5.5.3 The general concept of debris removal operations includes multiple, scheduled passes of each site, location, or right-of-way. This will allow residents to return to their properties and bring debris to the right-of-way as recovery progresses.

With assistance and recommendations from the Contractor, the County will direct the specific schedule to be used after ascertaining the scope and schedule for debris removal and will be consistent with the description of critical facilities and route clearing priorities based on an assessment of the disaster.

- 5.5.4 The County may employ a Debris Monitor to oversee, audit and regulate debris management operations to insure compliance with FEMA requirements, rules and regulations.
- 5.5.5 Curbside segregation of debris and disaster-generated or related wastes is an element of the County's disaster recovery program. The debris removal and disposal Contractor will be required to aid in the segregation and waste stream management processes. Waste includes the following categories with responsibility as shown:

- Household trash-continued responsibility of private solid waste refuse haulers. Not included in the scope of this contract unless otherwise mutually agreed under separate arrangements.
- Vegetative and clean, woody debris, suitable for chipping, grinding or burning, loosely stacked, placed by curb or road shoulder. This includes logs, stumps, limbs, branches, and complete trees that may be removed and placed by the curb or road shoulder for collection. Any reduction of size of woody debris to make suitable for chipping, grinding or burning is part of the Contractor's responsibility- Contractor responsible for removal and disposal.
- Construction and demolition debris, furniture, furnishings, appliances, etc. suitable for being land filled or recycled, stacked by curb or shoulder- Contractor responsibility for removal and disposal.
- Household and toxic waste (HTW), separated from all other types of waste and debris, placed at curb or road shoulder-Contractor responsible for removal and disposal.
- White Goods are household appliances such as refrigerators, freezers, air conditioners heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. Contractor is responsible for removal, decommission, decontamination and disposal.
- Electronic waste, e-waste or e-scrap, refers to electronics that contain hazardous materials such as cathode ray tubes including computer monitors and televisions- Contractor responsible for collection and disposal.
- Putrescent debris is any debris that will decompose or rot, such as animal carcasses- Contractor responsible for collection and disposal.
- Soil, mud, and sand from improved public property- Contractor responsible for removal, screening, and disposal/return to beach.
- Abandoned vehicles and vessels - Contractor responsible for removal and disposal.

5.5.6 Citizens will be advised to separate all waste and debris, to the extent practicable, into the above categories. Failure by the citizens to perform this separation does not relieve the Contractor of his/her curbside separation responsibilities, to the extent practicable.

5.5.7 Any household and toxic waste (HTW) 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 HTW 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.

5.5.8 The County intends to perform debris clearance for access with their own forces or under existing contractual agreements between the authorized agencies. This is traditionally referred to as the "initial or first push" phase and typically occurs immediately following an event to aid in re-entry. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner. The Contractors may be called on to provide this service as shown in Task 1.

5.5.9 This "initial push" clearance is to be considered a supplemental service in addition to County forces. It is anticipated that debris clearance activities would be conducted, if needed, based on the established rates defined in the contract.

5.6 DEBRIS REMOVAL AND DISPOSAL OPERATIONS

5.6.1 The Contractor shall provide equipment, operators and laborers for debris removal operations. The Contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all equipment under the contract.

5.6.2 The Contractor is responsible for collecting and removing, from public rights-of- way and public property, all debris that exceeds in size, weight, volume, or shape that which can reasonably be collected by the average homeowner using a rake, broom, shovel and bags. Homeowners are responsible for collecting the small residual quantities of leaves, dirt, sawdust, twigs and similar small items of debris that can be readily put into bags. Except for the above, the Contractor will collect and remove all debris existing on a street during each pass and not leave any debris for subsequent passes. This does not preclude the Contractor from using separate vehicles and crews to: separate bags from other vegetative debris; collecting C & D

debris; collecting recyclable timber or from hauling stumps with root balls. The Contractor will organize his equipment and crews so that all types of debris are collected within any one pass. Any eligible debris, such as fallen trees, which extends on the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed.

- 5.6.3** All rates are to include all related costs, inclusive of the cost of personal protective clothing (to include hardhats, gloves, eye protection and steel-toed boots), fringe benefits, hand tools, supervision, transportation, traffic control and any other costs. Contractors are required to insure that all employees and subcontractors and its employees wear high visibility safety apparel. Safety apparel shall meet ANSI 107-1999 (Class 2) standard.
- 5.6.4** 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.
- 5.6.5** 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.
- 5.6.6** The Contractor shall provide the County with a weekly report listing all damage claims and outlining the status of all damage repairs.
- 5.6.7** All debris residing in the County ROW and County provided DMS shall be the property of the County until final disposal at a permitted disposal site or recycling facility, unless otherwise negotiated by the County. The County will provide DMS sites, to the extent they are available, for the Contractor's use in volume reduction efforts and recycling programs.
- 5.6.8** The Contract shall pay all disposal tipping fees associated with the disposal of all eligible disaster related debris and will be reimbursed for those fees by including them as a separate line item on the invoice associated with the disposal along with all supporting documentation from the disposal facility.

5.7 DEBRIS MANAGEMENT SITE (DMS)

- 5.7.1** The County has identified temporary debris management sites (DMS) in the Chatham County Debris Management Overall Coordination and Strategy Plan (EOP Appendix 3-1). These sites may be amended from time to time

throughout the term of the contract. The County recognizes that additional sites may be needed dependent upon the severity of the disaster.

5.7.2 The Contractor shall assist the County annually in assessing existing and potential DMS sites.

5.7.3 The work shall consist of managing the operations of a DMS site and performing debris reduction by air curtain incineration and or grinding of storm generated debris as directed by the County Debris Manager, and/or recycling of marketable material by the Contractor.

5.7.4 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.

5.7.5 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.

5.7.6 The Contractor(s) shall be responsible for installing site security measures and maintaining security for operation at the site.

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

5.7.8 Contractor shall provide a DMS Foreman. The DMS site foreman, is 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.

5.7.9 The DMS site foreman will be responsible for documenting equipment and labor time, quantities of debris received, processed materials hauled away and providing the daily operational report to the Contractor's operation manager, for further delivery to the County's Debris Manager.

5.7.10 The Contractor will provide a DMS site management plan. The plan must be approved by the County prior to opening the site for use.

5.7.11 The plan shall address following functions:

Access to site

- Site preparation – clearing, erosion, and grinding
- Traffic control procedures
- Safety

- Segregation of debris
- Location of ash disposal area, hazardous material containment area, Contractor work, area, and inspection tower
- Location of incineration operations and grinding operations (if required).Site preparation-clearing, erosion, and grinding
- Traffic control procedures
- Safety
- Segregation of debris
- Location of ash disposal area, hazardous material containment area, Contractor work, area, and inspection tower
- Location of incineration operations and grinding operations (if required).
- Burning operations to include clearance measurements.
- Location of existing structures or sensitive areas requiring protection

5.7.12 The Contractor will operate the DMS sites and only Contractor vehicles and others specifically authorized by Chatham County will be allowed to use the sites. The locations of publicly owned sites are currently identified. Additional sites may become available as plans develop.

5.7.13 The County may also establish designated homeowner drop-off sites. The Contractor will be responsible for removing all debris from those sites daily.

5.7.14 Payment for debris hauled will be based on the quantity of debris hauled in truck/trailer measured cubic yards and the distance hauled depending on where the debris is taken. Debris hauled to a DMS site will require a validated load ticket. Drivers will be given load tickets at the loading site by a County loading site monitor. The quantity of debris hauled will be estimated in cubic yards at the DMS site by a County DMS site (disposal) monitor. The estimated quantity will be recorded on the load ticket. The County DMS site monitor will retain one copy of the load ticket and the driver will retain two copies of the load ticket. Debris being hauled to a permanent landfill will be paid based on cubic yards and the distance hauled recorded on an approved load ticket. Payment will be made against the Contractor's invoice once site monitor and Contractor load tickets and/or scale tickets match. The load ticket will include an original and four copies. Payment for disposal costs such as tipping fees incurred by the Contractor at County designated final disposal sites will be reimbursed by the County as a pass through cost.

5.7.15 The County DMS site monitors and the disposal facility monitors will use their best judgment in estimating the quantity of debris in the trucks. For purposes of the contract the County monitors are the final authority. Deductions will be made for: consolidation during hauling lightly packed

loads with excessive air voids, and voids caused by incomplete loading at the loading site.

5.7.16 The Contractor will be responsible for returning all utilized DMS to their original condition prior to demobilization. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, and other physical features. DMS site remediation will also include returning all utilized site to their original condition as verified through soil and groundwater samples. All site remediation is subject to final approval by the County and Georgia Department of Natural Resources.

5.8 EQUIPMENT

- 5.8.1** All trucks, trailers and equipment must be in compliance with all applicable federal, state, and local rules and regulations. Trucks and trailers used to haul debris must be capable of rapidly dumping their load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and that will permit the trucks to be filled to capacity.
- 5.8.2** All trucks and trailers must be suitable for equipment loading. The County Debris Manager desires that the Contractor maximize the use of self-loading trucks equipped with grapples or loaders with grapple attachments to reduce potential collateral damage and to expedite the cleanup operation. Hand loading of trucks or trailers must be approved in writing by the County Debris Manager before being put into operation. Trucks that do not comply with these conditions may be approved for use, depending upon the needs of the County, but a deduction will be made to the measured maximum volume to account for reduced compaction capability and inefficiency of operation, County monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand-loaded trailer or truck load by 50% because of the low compaction achieved by hand loading.
- 5.8.3** At the time of an activation of contract, the Contractor shall submit to the County certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed by the Contractor and a County representative. Maximum volumes may be rounded to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. The County reserves the right to re-measure trucks at any time to verify reported capacity.
- 5.8.4** All trucks and trailers utilized in hauling debris shall be equipped with a tailgate that will permit the vehicle to be loaded to capacity and effectively

contain the debris on the vehicle while hauling. All extensions to the bed must be approved in writing by the County Debris Manager.

- 5.8.5** Trucks or equipment that is designated for use under the contract shall not be used for any other work. The Contractor shall not solicit work from private citizens or others to be performed in the designated authorized agency or County during the period of the contract. Under no circumstance, will the Contractor mix debris hauled for others with debris hauled under the contract.

5.9 SECURING DEBRIS

- 5.9.1** The Contractor shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction.

All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings shall be provided by the Contractor to prevent reduction by-products and other materials from being blown from the bed during hauls to disposal landfills.

5.10 EQUIPMENT SIGNAGE

- 5.10.1** Prior to commencing operations, the Contractor shall affix to each piece of equipment, a sign indicating the owner operator's name and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Signs shall be maintained in an easily readable fashion for the duration of the work.

5.11 INSPECTION TOWER

- 5.11.1** The Contractor shall construct an inspection tower at each DMS site. The inspection tower shall be no less than 8'x8' with safety rails/walls and a roof. The floor elevation of the tower shall be 10' above the existing ground elevation. Step with a handrail shall provide access to the tower. Tower will be anchored to the ground to prevent blow-over. Construction alternatives may be authorized by the County Debris Manager but will, as a minimum, provide the same dimensions and safety considerations.

- 5.11.2** The DMS site, including the inspection tower, will be periodically inspected for compliance with FEMA and OSHA safety criteria.

5.12 CONTRACTOR(S) PETROLEUM, OIL, LUBRICANT (POL) SPILLS

5.12.1 The Contractor(s) shall be responsible for reporting to the County debris management center and cleaning up all petroleum, oil, lubricant "poll" spills caused by the Contractor(s)'s operations at no additional cost.

5.12.2 Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable Federal and local laws and regulations.

5.13 PRIVATE PROPERTY ACCESS

5.13.1 Unless expressly authorized by the County, the Contractor is not authorized to perform work on private property and shall not seek or accept requires from private property owners to perform debris clearing or removal activities. This expressed authorization must be in writing.

5.14 RECYCLING PROGRAM

5.14.1 Recycling of debris removed by the Contractor is strongly encouraged and will be coordinated with the County and authorized agencies. Recycling efforts will also be carried out under the current recycling programs existing at most landfills.

The strength or weakness of the various landfills recycling programs will be a factor in choosing disposal locations. Common recyclable materials that are a result of a debris-generating event include wood waste, metals, and concrete. The recent passing of the Sandy Disaster Assistance Improvement Act of 2013 allows for the County to retain any income received for recycling of disaster debris. The Contractor will submit all recycling proceeds to the County.

5.14.2 The sale of marketable timber, chips, mulch and other recyclable materials is authorized.

5.14.3 The overall cost to the County will not be increased as a result of the Contractor's recycling program.

5.15 TREE AND LIMB REMOVAL WITH SPECIALIZED EQUIPMENT

5.15.1 The Contractor may be required to remove eligible hazardous hanging limbs and branches over right-of-ways and public property that have not completely fallen to the ground and eligible hazardous leaning or damaged trees that are still standing. The determination of the existence of a hazardous situation is the responsibility of the County Debris Manager.

5.15.2 Under this contract, work shall consist of all labor, equipment, fuel, traffic

control costs, and other associated costs necessary to remove all FEMA eligible hazardous trees and eligible hazardous hanging limbs existing on the County ROW. Debris generated from the removal of eligible hazardous trees and hanging limbs will be placed in the safest possible location on the County ROW and subsequently removed in accordance with TASK 2 of the scope of services.

- 5.15.3** Eligible hazardous leaning trees will be flush cut, loaded and removed as debris in accordance with TASK2 of the scope of services. The County will not compensate the Contractor for cutting leaning trees less six (6) inches in diameter on a unit rate basis.

5.16 REMOVAL OF HAZARDOUS STUMPS

- 5.16.1** The Contractor may be required to remove eligible hazardous stumps from rights-of-way and public property that have not been fully uprooted. The determination of the existence of a hazardous situation is the responsibility of the County Debris Manager.

- 5.16.2** Stumps that measure 24 inches or less in diameter, or that are not attached to the ground, will be considered normal vegetative debris and removed in accordance with Task 2. The diameter of these stumps will be converted into a cubic yardage volume based on the published FEMA stumps conversion table.

5.17 REMOVAL OF WHITE GOODS

- 5.17.1** The Contractor(s) may be responsible for collecting, transporting, decommissioning, and disposing of eligible white goods from the ROW. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a County TDSR, decontamination, and transportation to a County approved facility for recycling. White goods containing refrigerants must be decommissioned by the Contractors qualified technician prior to mechanical loading.

- 5.17.2** All white goods containing food items will be decontaminated in accordance with local, state, and federal law prior to recycling.

- 5.17.3** The Contractor(s) shall recycle all white goods in accordance with all rules and regulations of local, state, and federal regulatory agencies.

5.18 REMOVAL OF E-WASTE

- 5.18.1** Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper

disposal of eligible E-waste from the ROW to a County designated E-waste recycling facility. Eligible E-waste includes, but is not limited to, televisions, computers, computer monitors and microwaves in areas identified and approved by the County. The Contractor shall recycle or disposal of all E-Waste items in accordance with the rules and regulations of local, state, and federal regulatory agencies.

5.19 DEAD ANIMAL CARCASSES

5.19.1 The Contractor(s) may be responsible for removing dead animal carcasses from County ROW. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from County ROW to a designated final disposal site. All activities should be coordinated with the Chatham County Animal Control and Chatham County Health Department along with other state and federal agencies.

5.20 MARINE DEBRIS REMOVAL

5.20.1 The Contractor(s) may be responsible for clearing non-navigable waterways of storm debris, as directed by the County in writing. This may include emergency response to clear blockages and other impediments to water flow that pose an immediate flood risk to improved property. Once water flow paths are restored, the County and regulatory agencies will determine if further debris removal in designated areas is necessary (i.e. in canals, streams, lakes, etc.) Marine debris removal from non-navigable waterways may include the removal and disposal of trees, branches, brush, and other debris deposited in and adjacent to the waterway.

5.21 SAND REMOVAL AND SCREENING

5.21.1 The Contractor(s) shall screen all sand to remove debris deposited as a result of a disaster and as directed by the County. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach or designated site. Debris removed from the sand shall be collected, hauled and processed at the TDSR.

5.22 ABANDONED VEHICLES AND VESSELS

5.22.1 The Contractor(s) shall remove vehicles and vessels from County ROW and County property that have been abandoned and present a hazard or immediate threat that blocks ingress/egress in public use areas. The Contractor will stage the vehicles and vessels in accordance with local ordinances and State law to secure ownership.

5.23 PRIVATE PROPERTY DEBRIS REMOVAL (PPDR) AND DEMOLITION OF STRUCTURES

5.23.1 In accordance with Chatham County Code, Article III, Section 4-210.1.d.(4), should an immediate threat to life, public health, safety, and economic recovery of the general public exist on private property or publicly owned property, the County may task the Contractor(s) in writing with performing private property debris removal (PPDR) or structural demolition. This program will require special approval from the State and FEMA and property eligibility will be determined by the County, State, and FEMA on a case-by-case basis following an event.

In the event that private property debris removal is authorized and considered for the County, the following documentation will be required:

- **Right-of-Entry and Hold Harmless Agreements:** The County or authorized representative will obtain a signed ROE and Hold Harmless Agreements (HHA) document from the private property owner holding the local, state, and federal government, and their Contractors, harmless from any damages caused to private property.
- **Photos:** The County or authorized representative will photograph the condition of private property before and after debris removal is completed. The photos will assist in confirming the address and scope of work on the property.
- **PPDR assessment:** The assessment will be a property-specific form to establish the scope of eligible work on the property. The assessment can be in the form of a map or work order as long as the scope of work can be clearly identified. The Contractor must adhere to the approved scope of work.
- **Documentation of environmental and historic review:** Debris removal efforts on private property must comply with all review requirements under 44 CFR (specifically parts 9, Floodplain Management and Protection of Wetlands, and 10, Environmental Considerations).

The Contractor will exercise due diligence when removing debris from private property, as authorized and directed by the County. Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.)

5.24 ELIGIBLE DEMOLITION, REMOVAL, TRANSPORT AND DISPOSAL OF NON-RACM AND RACM STRUCTURES

5.24.1 If approved, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and

dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures and Regulated Asbestos Containing Material (RACM) structures on private property within the jurisdictional limits of the County. Work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from a Non-RACM or RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- b. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.
- c. Removal and transportation of Non-RACM or RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- d. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- f. The Contractor is required to strictly adhere to all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM or RACM structures (such as obtaining demolition permits, etc.).

5.25 DOCUMENTATION MANAGEMENT AND SUPPORT

5.25.1 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 Chatham Emergency Management, Georgia Emergency Management, 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 included in the County Situation Reports.

**SECTION VI
EVALUATION AND AWARD**

**ANNUAL CONTRACT FOR DISASTER RECOVERY SERVICES (DEBRIS REMOVAL) FOR
CHATHAM COUNTY PUBLIC WORKS**

6.1 EVALUATION: Each response to this RFP shall be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by a technical review panel. A description of the factors which will be analyzed, and the relative weight accorded each factor follows. *The County will not consider the proposal of any Offeror who lacks accreditation or authorization to provide the Consultant Services requested.*

STEP 1: PROPOSAL SUBMITTAL (TOTAL POSSIBLE POINTS: 100).

<i>Evaluating Factor:</i>	<i>Points Possible:</i>
<i>Qualifications/Experience</i>	30
<i>Project Understanding/Methodology</i>	20
<i>Financial Strength</i>	10
<i>MWBE Outreach</i>	15
<i>Fee Schedule</i>	20
<i>References</i>	5

STEP 2- INTERVIEWS/PRESENTATIONS- IF REQUIRED (TOTAL POSSIBLE POINTS: 30)

REQUEST FOR PROPOSAL

FEE SCHEDULE

RFP 21-0133-7
 ANNUAL CONTRACT FOR DISASTER RECOVERY SERVICES
 (DEBRIS REMOVAL) FOR CHATHAM COUNTY PUBLIC WORKS

I have read and understand the requirements of this proposal, RFP # 21-0133-7, and agree to provide the required services in accordance with this proposal, and all other attachments, exhibits, etc.

- * Quantities are estimated only for the purpose of evaluating fee schedule.
- * County reserves the right to authorize tasks to selected contractors.
- * TASKS are identified in 5.3.1 of the Scope of Services

TASK	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTALS
2	Eligible ROW Vegetative Debris Removal Work consists of the collection and transportation of Eligible vegetative debris on the ROW to a County approved DMS location or County Designated Final Disposal Site.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
		5,000,000		
2	Eligible ROW C&D Debris Removal Work consists of the collection and transportation of Eligible C&D debris on the ROW to a County Designated Final Disposal Site.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
		1,500,000		
4	DMS Management and Reduction of Vegetative Debris Through Grinding Work consists of management and operation of DMS locations for the reduction of Eligible disaster related debris through grinding.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
		5,000,000		
4	DMS Management and Reduction of Vegetative Debris Through Air Curtain Incinerators Work consists of management and operation of DMS locations for the reduction of Eligible disaster related debris through air curtain incineration.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
		5,000,000		
4	DMS Management and Reduction of Vegetative Debris Through Open or Enhanced (Forced Air) Burning Work consists of management and operation of DMS locations for the reduction of Eligible disaster related debris through air curtain incineration.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
		5,000,000		

4	Haul-out of Vegetative Debris Reduced by Grinding to a County Designated Final Disposal Site Work consists of loading and transporting reduced Eligible disaster related debris at a County approved DMS location to a County Designated Final Disposal Site. Tipping fees shall be a pass through cost to County	Estimated Quantity	\$ Per Cubic Yard	Total
		1,250,000		
4	Haul-out of Vegetative Debris Reduced by Burning (Ash) to a County Designated Final Disposal Site Work consists of loading and transporting reduced Eligible disaster related debris at a County approved DMS location to a County Designated Final Disposal Site. Tipping fees shall be a pass through cost to County.	Estimated Quantity	\$ Per Cubic Yard	Total
		250,000		
4	DMS Management and Reduction of C&D Debris Through Grinding Work consists of management and operation of DMS locations for the reduction of Eligible disaster related debris through grinding.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
		1,500,000		
4	Haul-out of C&D Debris Reduced by Grinding to a County Designated Final Disposal Site Work consists of loading and transporting reduced Eligible disaster related debris at a County approved DMS location to a County Designated Final Disposal Site. Tipping fees shall be a pass through cost to County	Estimated Quantity	\$ Per Cubic Yard	Total
		375,000		
2	Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs Work consists of removing Eligible hazardous leaning trees or hanging limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of scope of services item 2, Eligible ROW Vegetative Debris Removal (Collect & Haul).	Estimated Quantity	\$ Per Tree	Total
	6 inch to 12.99 inch diameter Eligible Leaning Tree	2000		
	13 inch to 24.99 inch diameter Eligible Leaning Tree	2000		
	25 inch to 36.99 inch diameter Eligible Leaning Tree	500		
	37 inch to 48.99 inch diameter Eligible Leaning Tree	200		
	49 inch and larger diameter Eligible Leaning Tree	100		
	(Per tree) Removal of Eligible Hanging Limbs >2"	10,000		
5	Removal of Eligible Hazardous Stumps Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS location or County Designated Final Disposal Site. Stumps will only be removed at direction of County after FEMA approval.	Estimated Quantity	\$ Per Stump	Total
	24.1 inches to 36.99 inch diameter Eligible Stump	50		
	37 inch to 48.99 inch diameter Eligible Stump	25		
	49 inch and larger diameter Eligible Stump	25		

6	Eligible Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF	Estimated Quantity	\$ Per Gallon	Total
	Liquid type hazardous material	1,000		
6	Eligible Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF	Estimated Quantity	\$ Per Pound	Total
	Solid type hazardous material	1,000		
8	Eligible ROW White Goods Debris Removal (Collect & Haul) Work consists of the removal of Eligible white goods from the ROW to a designated County approved DMS location. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS location to a County designated facility for recycling.	Estimated Quantity	\$ Per Unit	Total
	Refrigerators and freezers requiring refrigerant recovery and decontamination	500		
	Washers, dryers, stoves, ovens, AC units, and hot water heaters	500		
9	Refrigerators and freezers requiring refrigerant recovery and decontamination	500		
	Washers, dryers, stoves, ovens, AC units, and hot water heaters	500		
	Eligible E-Scrap Item Removal Work consists of the recovery and recycling of Eligible E-Scrap such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	Estimated Quantity	\$ Per Unit	Total
	2,000			
10	Eligible Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	Estimated Quantity	\$ Per Pound	Total
		500		
2	Boat Removal - The Contractor shall collect, transport, stage, and dispose of abandoned boats in accordance with state and federal requirements	Estimated Quantity	\$ Per Linear Foot	Total
		50		
12	Vehicle Removal - The Contractor shall collect, transport, stage, and dispose of abandoned vehicles in accordance with state and federal requirements.	Estimated Quantity	\$ Per Unit	Total
		50		

	Other Debris Removal Work Work consists of the...	Estimated Quantity	\$ Per Cubic Yard	Total
11	a. Marine Debris Removal - The Contractor shall clear non-navigable waterways of eligible debris that is a direct result of a natural or manmade disaster	10,000		
7	b. Sand Screening - The Contractor shall screen all sand to remove eligible debris deposited as a result of a natural or manmade disaster	10,000		
---	Debris Removal from Storm Drains and Catch Basins- The Contractor shall remove eligible sand and debris from storm drains and catch basins that has been deposited as a result of a natural or manmade disaster.	1,500		
---	Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of Eligible Non-RACM Structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	1,000,000		
---	Eligible Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of Eligible RACM Structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	200,000		
			TOTAL	\$

TASK	Service Description	U/M	UNIT PRICE	TOTALS
1	Emergency County-wide road clearance also known as the "Initial Push"			
	Personnel & Equipment (Operator, fuel, maintenance included)			
	Small Loader or Lrg. Skidsteer, (Push machine, wheeled or rubber tracked)	Hour		
	Knuckleboom Loader Truck (Self-Loading 25-35 CY)	Hour		
	Dump Truck (16 to 24 CY)	Hour		
	Supervisor with Truck (1man, will assist toss operations)	Hour		
	Operators with Chainsaw (2 or 1 man crew, cut and toss)	Hour		
	Laborer with Tools (1 man, toss)	Hour		
	Traffic Control/Safety Personnel (2 man crew, as needed)	Hour		
	Total Hourly	Hour		

FIRM NAME: _____

PROPOSER: _____

SIGNATURE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____

FAX NUMBER: _____

E-MAIL: _____

ATTACHMENT A

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 IN FULL. THE UNDERSIGNED FURTHER CERTIFIES THAT:

1. A Drug-Free Workplace will be provided for the employees during the performance of the contract; and
2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:

_____ (CONTRACTOR) certifies to Chatham County that a Drug-Free Workplace will be provided for the employees during the performance of this contract known as **ANNUAL CONTRACT FOR DISASTER RECOVERY SERVICES (DEBRIS REMOVAL) FOR CHATHAM COUNTY PUBLIC WORKS(PROJECT)** 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, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

NOTARY

DATE

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presents, that I (We), _____
Name

_____, _____
Title Name of Bidder

(herein after Company) in consideration of the privilege to bid/or propose on the following Chatham County project for **ANNUAL CONTRACT FOR DISASTER RECOVERY SERVICES (DEBRIS REMOVAL) FOR CHATHAM COUNTY PUBLIC WORKS** hereby consent, covenant and agree as follows:

- (1) 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 bid submitted to Chatham County or the performance of the contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities, and women;
- (3) In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;
- (4) That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Chatham County;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference in the contract which this Company may be awarded;
- (6) 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 C
DISCLOSURE OF RESPONSIBILITY STATEMENT

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 (without good cause) 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.

8. List any documented violations of federal or any state labor laws, regulations, or standards, occupational safety and health rules.

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

of _____, declare under oath that

Company Name _____

the above statements, including any supplemental responses attached hereto, are true.

Signature

State of _____

County of _____

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

20__ by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State: _____

DPC Form #45

ATTACHMENT D

CONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of CHATHAM COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

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:

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b)(3)

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 which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of CHATHAM COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five (5) business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

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:

ATTACHMENT E

**BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, State of Georgia, City of Savannah, Board of Education of local municipality. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification - the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

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

END OF DOCUMENT Mod. CC P & C 6/2005

ATTACHMENT F

**Chatham County
Minority and Women Business Enterprise Program
M/WBE Participation Report**

Name of Bidder: _____

Name of Project: _____

Bid No: _____

M/WBE Firm	Type of Work	Contact Person/ Phone #	City, State	%	MBE or WBE

MBE Total _____

WBE Total _____%

M/WBE Combined _____%

The undersigned should enter into a formal agreement with M/WBE Contractor identified herein for work listed in this schedule conditioned upon execution of contract with the Chatham County Board of Commissioners.

Signature _____ Print _____

Phone () _____

Fax () _____

ATTACHMENT G

***Systematic Alien Verification for Entitlements (SAVE)
Affidavit Verifying Status for Chatham County Benefit Application***

By executing this affidavit under oath, as an applicant for a Chatham County, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for a Chatham County contract for _____. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1.) _____ I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or non-immigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:

Date

Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20__

* _____
Alien Registration number for non-citizens.

Notary Public
My Commission Expires:

**ATTACHMENT H
AFFIDAVIT REGARDING LOBBYING**

Each Bidder/Proposer and all proposed team members and subcontractors must sign this affidavit and the Bidder /Proposer shall submit the affidavits with their proposal confirming that there has been no contact with public officials or management staff for the purpose of influencing award of the contract. Furthermore, each individual certifies that there will be no contact with any public official prior to contract award for the purpose of influencing contract award.

The undersigned further certifies that no team member or individual has been hired or placed on the team in order to influence award of the contract. All team members are performing a commercially useful function on the project.

Failure to provide signed affidavits from all team members with your response may be cause to consider your bid/proposal non-responsive.

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

Notary Public
My Commission Expires:

My Commission expires:

Resident State: _____

ATTACHMENT I

**CHATHAM COUNTY, GEORGIA
SURETY REQUIREMENTS**

A Bid Bond for five percent (5%) of the amount of the bid **is not** required to be submitted with each bid.

A Performance Bond for one hundred percent (100%) of the bid **shall** be required of the successful bidder.

The Bidder certifies that he/she has examined all documents contained in this bid package, and is familiar with all aspects of the proposal and understands fully all that is required of the successful bidder. The Bidder further certifies that his/her bid shall not be withdrawn for thirty (30) days from the date on which his bid is publicly opened and read.

The Bidder agrees, if awarded this bid, he/she will:

- A. Furnish, upon receipt of an authorized Chatham County Purchase Order, all items indicated thereon as specified in this bid proposal for the bid amount, or;
- B. Enter a contract with Chatham County to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this bid proposal for the bid amount, and;
- C. Furnish, if required, a Performance Bond, and acknowledges Chatham County's right to require a Performance Bond of a specific kind and origin, and;
- D. Forfeit the amount of the Bid Bond if he/she fails to enter a contract with Chatham County as stated in (B) above, within fifteen (15) days of the date on which he/she is awarded the bid, and/or;
- E. Forfeit the amount of the Performance Bond if he/she fails to execute and fulfill the terms of the contract entered. The amount of forfeiture shall be:
 - 1. The difference between his/her bid and the next lowest, responsible bid that has not expired or been withdrawn, or;
 - 2. The difference between his/her bid and the amount of the lowest, responsible bid received as a result of rebidding, including all costs related to rebidding.

COMPANY

DATE

SIGNATURE

TITLE

TELEPHONE NUMBER

LEGAL NOTICE

CC NO. 168487
REQUEST FOR PROPOSALS

Sealed proposals will be received until **5:00 P.M. on DECEMBER 16, 2021** in **Chatham County Purchasing and Contracting Department, 1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GA. RFP NO. 21-0133-7 ANNUAL CONTRACT FOR DISASTER RECOVERY SERVICES (DEBRIS REMOVAL) FOR CHATHAM COUNTY PUBLIC WORKS.**

A PRE-PROPOSAL CONFERENCE will be held at **2:00 P.M., on DECEMBER 2, 2021.** **Participants may attend by calling 1-888-585-9008, conference room code 743-636-882. You are encouraged to attend.**

Invitation to Submit Proposal Packages are available at 1117 Eisenhower Drive, Suite C, Savannah, Georgia, and on the Chatham County Purchasing Web Site <http://purchasing.chathamcounty.org>, or by calling Robin Maurer, Asst. Purchasing Director, at (912) 790-1623. All firms requesting to do business with Chatham County must also register on-line at <http://purchasing.chathamcounty.org>

Payment and Performance Bonds (100% of bid) will be required for this project. Contractor shall furnish Performance and Payment Bonds within seven days after an Event Notice to Proceed is issued, as security for the faithful performance and payment of all Contractor's obligations under the resulting Contract.

CHATHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND OR ALL PROPOSALS AND TO WAIVE ALL FORMALITIES. THIS WILL BE THE ONLY SOLICITATION FOR THIS PROJECT. ONLY THOSE FIRMS RESPONDING TO THE RFP WILL BE ALLOWED TO PARTICIPATE IN THE PROJECT.

"CHATHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL PROPOSERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS"

MARGARET H. JOYNER, PURCHASING DIRECTOR

SAVANNAH N/P INSERT: November 18, 2021