

**STANDBY CONTRACT FOR DEBRIS MONITORING SERVICES RFP 2020**

**NOTICE OF INVITATION FOR PROPOSAL**

Union County, (the "County") is seeking proposals for a Standby Contract for Debris Monitoring Services to assist the County with disaster debris monitoring services in the event of natural or manmade disaster. Debris monitoring services will be utilized to monitor debris removal from County owned property, public property, easements, and rights-of-way within the County of Union in the State of Georgia.

Notice is hereby given that sealed proposals will be received by the Union County Commissioner, until 3:00pm local on Wednesday, December 2, 2020 at the Union County Commissioner's office in the Union County Courthouse located at 65 Courthouse Street, Suite 1 Blairsville, Georgia 30512. Envelopes containing the proposals must be sealed, addressed to the Union County EMA, and designated as a proposal for the monitoring of loading, hauling, storing and disposal of storm debris from County owned property, public property, streets and allies and public rights-of-way, in Union County, Georgia per Request for Proposal.

The outside of the sealed proposal should have the words **UNION COUNTY STANDBY CONTRACT FOR DEBRIS MONITORING SERVICES RFP 2020** and the following:

**NAME:** \_\_\_\_\_

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

**CITY AND STATE:** \_\_\_\_\_

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

Proposal packets and proposal specifications may be obtained by contacting the Union County EMA Office at 706-439-6091 or by visiting the Union County website at [www.unioncountygga.gov/government/commissioners-office/purchasing](http://www.unioncountygga.gov/government/commissioners-office/purchasing).

All parties interested in bidding must attend a Mandatory Pre-Bid conference call scheduled for Tuesday, November 24, 2020 at 10:00 a.m. It will be conducted via conference call. Dial-in will be provided on RSVP. RSVP for the meeting by calling Pam Hawkins, Purchasing Director at 706-439-6000 or by emailing her at [purchasing@uniongov.com](mailto:purchasing@uniongov.com).

Each proposal package submitted must contain the Contractor's Proposal in a sealed envelope. Proposals will not be accepted by email or any method other than the required sealed envelope. **Each proposal must be stamped "RECEIVED" in the County Commissioner's office before 3:00 p.m. on December 2, 2020. One (1) original (marked "ORIGINAL", five (5) identical paper copies, and one (1) digital copy of the proposal are required.**

Contractor must meet the following general conditions:

- 1) be able to provide services to monitor the load, haul, storage and disposal of storm related debris as defined in the Contract for Services as set forth in the General Conditions, Scope of Services and all attachments and exhibits as required in this RFP;

- 2) be willing and capable of performing the Services, including but not limited to, proper documentation preparation, management and event closure.
- 3) be knowledgeable and have experience in provision of the conditions and Services as described herein.
- 4) be able to perform the Services and any other agreed to services in a timely manner, within the Contractual time limit of this Contract; and
- 5) have the resources necessary to meet the Contractual obligations of this Contract.
- 6) utilize local contractors for sub-contract work whenever prudent and possible as the need for additional contractors arise.
- 7) agree to remain solely responsible for all sub-contractors for which they hire; the County will hold no liability for these sub-contractors. In addition, winning bidder will ensure any sub-contractor meets all standards the County sets forth to work in the County and the winning bidder is solely responsible for contact, contract, payment and management of any sub-contractor with whom they choose to do business.

Proposals will be reviewed by the EMA Director, Road Department Director or representative, Purchasing Director or representative and the recommendation for award will be made to the County Commissioner with final award being given by the Commissioner.

The County reserves the right to reject all proposals received and to award any one bid item or all bid items to multiple Contractors. Award will be made to the Proposer offering the most advantageous proposal to the County; hence Union County shall not be obligated to accept the lowest priced proposal. The County will make an award in the best interest of Union County after all factors have been evaluated. At the discretion of the County, the successful Contractor(s) may be awarded a contract for five (5) years, upon mutual written agreement and, approval of the County.

Signed:   
Union County Purchasing Director  
Union County, Georgia

Dated: 11/10/2020

## **Table of Contents**

Section 1- Purpose and Overview	4
Section 2- Terms and Conditions	6
Section 3- Special Conditions	12
Section 4- Scope of Services	14
Section 5- Proposal Submittal and Requirements	25
Section 6 - Evaluation of Proposals	26
Section 7 - Required Forms	28
Sample Contract	37

## Section 1- Purpose and Overview

### Purpose:

The purpose of this RFP is to provide minimum requirements, solicit competitive sealed proposals from qualified firms, businesses or individuals, and gain adequate information from which the County may evaluate the proposer's products and services as they compare to other providers and as they pertain to the needs of the County's organization as defined in this document.

Union County is soliciting proposals from interested and qualified firms, businesses or individuals for services for debris monitoring to support the County with the oversight and management of their debris removal contractors on an "as needed" basis for natural disasters or other debris generating events. It is the intent of the County to select a single proposal to accomplish all services outlined in this RFP.

### 1.1. Clarification and Interpretation of RFP

- 1.1.1. The words "must" or "will" or "shall" in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement may be grounds for rejection of the proposal, but all alternate solutions will be given consideration. **All Bidder Answer sections (EACH PAGE) must be answered.**
- 1.1.2. The County desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.
- 1.1.3. It is the intent and purpose of the County that this RFP promotes competitive selection. It shall be the proposer's responsibility to advise the Union County Purchasing Director if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

### Overview

Union County serves an area of approximately 322 square miles with a population of approximately 25,000 and is bordered by Fannin, Lumpkin, Towns, and White Counties in Georgia and Cherokee County in North Carolina.

The County is organized into many departments and provides a full range of services to its citizens including Emergency Management and E-911, Fire, Sheriff's Office protection, Court facilities, Roads, Recreation, Public Library, other Government Services and other facilities used for various cultural and civic activities. The County does not operate a garbage collection service. There is not a landfill, but a transfer station is in the County. The Sole Commissioner, along with the County Manager, oversees day to day operations of all County operations.

In the event of an emergency or disaster, the EMA Director will communicate with the Road Department Director who also serves as the Debris Manager and they will determine if the Debris Management Plan needs to be enacted. If this occurs, the EMA Director with direction from the Road Department Director will reach out to

the Sole Commissioner to recommend all or a portion of the Debris Management Plan to be enacted. If this includes activation of our Debris Removal Contractor, the EMA Director may also request approval to contact the Standby Debris Monitoring Contractor to activate their service. The Debris Monitoring Contractor will be responsible for monitoring the debris removal efforts of the County's Debris Removal Contractor and ensure that the Debris Removal Contractor adheres to protocols that will enhance the County's ability to meet all Federal Emergency Management Agency (FEMA) Public Assistance policies and regulations.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

## **Section 2- Terms and Conditions**

### **GOVERNING LAWS/RULES/REGULATIONS**

All Proposers shall hold all State, Federal, and County licenses required to perform the scope of work as described within the RFP documents. The Proposer shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and County. This Contract shall be interpreted in a manner consistent with all such laws, ordinances and regulations

### **LICENSES (if applicable)**

The Contractor shall be responsible for obtaining and maintaining city or County occupational license and any licenses required pursuant to the laws of Union County or the State of Georgia. In furnishing the service or product to the County, the vendor shall comply with all federal, state and County rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, and bid or quote.

### **SOVEREIGN IMMUNITY**

This Contract is governmental in nature for the benefit of the general public of the County, and the County does not therefore waive the provisions of its sovereign immunity or its protection under the laws of the State of Georgia.

### **RESERVATION OF RIGHTS**

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified proposer if the successful proposers do not execute a contract within thirty (30) days after approval of the selection by the Sole Commissioner.

Union County reserves the right, and the Selection Committee has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Sole Commissioner when such approval is required. Union County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

### **AVAILABILITY OF PERSONNEL**

Personnel described in the proposal shall be available to perform the services as described. All personnel shall be, always, the employees, or agents of the Proposer, and not employees or agents of Union County.

### **ASSIGNMENT OF CONTRACT**

The selected Proposer may not make any assignments of their obligations resulting from this RFP without the prior written authorization of Union County.

### **NON-EXCLUSIVITY OF CONTRACT**

The selected Proposer understands and agrees that any resulting contractual relationship is non-exclusive, and Union County reserves the right to seek similar or identical services elsewhere if deemed in the best interest of Union County.

## **AGREEMENT**

The selected Proposer shall be expected to execute an agreement containing the terms and conditions herein. Any exceptions to the terms and conditions contained herein must be identified and agreed upon as outlined herein before consideration of proposal.

## **PUBLIC RECORDS**

In performing the requirements herein, the Proposer shall promptly provide the County with a copy of any request to inspect or to copy public records in possession of the Proposer and consult with the County to ensure the request is responded to in accordance with the law. The Proposer shall promptly provide the County with a copy of the Proposer's response to each such request. Failure to grant such public access shall constitute a material default and the County shall be entitled to terminate any Agreement and to pursue any other remedies against Proposer available in equity or at law.

## **FINANCIAL ABILITY**

Every Proposer may be required to demonstrate financial stability as evaluated at the sole discretion of Union County.

## **BINDING OFFER**

A Proposer's submittal will be considered a binding offer to perform the required services, assuming all terms are negotiated satisfactorily. The submission of an RFP shall be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this RFP.

## **AUDITABLE RECORDS**

The awarded proposer shall establish and maintain a reasonable accounting system, which enables ready identification of proposer's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all fees for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the proposer or its sub-Contractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the proposer's subcontractors used to procure goods or services under the contract with the County. Awarded Proposer shall ensure the County has these same rights with subcontractor(s) and suppliers.

## **INDEMNIFICATION: (GENERAL LIABILITY)**

The selected Proposer shall indemnify, hold harmless, and defend Union County, their officers and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, including court costs and attorney's fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the Proposer, or anyone performing any act required of Proposer in connection with performance of the agreement awarded pursuant to this RFP. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the County, any other party indemnified hereunder, the Proposer, or any third party. These obligations shall survive acceptance of any goods and/or performance and payment therefore by Union County.

**INDEMNIFICATION: (PATENT OR COPYRIGHT)**

The selected Proposer shall indemnify and hold harmless, and defend Union County, their officers and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands, or actions at law or in equity, including court costs and attorneys' fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Proposer while providing services under this agreement.

**PATENT/ COPYRIGHT HOLD HARMLESS**

The proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Proposers shall, at their own expense, hold harmless and defend Union County against any claim, suit, or proceeding brought against the County, which is based on a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this bid, constitute infringement of any patent or copyright of the United States. The proposer shall pay all damages and costs awarded against the County.

**DRUG-FREE WORKPLACE CERTIFICATION**

By submitting a bid in response to this RFP, you are certifying that your company is a drug-free workplace.

**NONDISCRIMINATION**

Contractor represents and warrants that all its employees are and shall be treated equally during employment by Contactor without regard to race, color, religion, physical handicap, sex, age or national origin.

**CONFLICT OF INTEREST/ STATEMENT OF NON-COLLUSION**

All proposers must disclose with their proposal, the name of any officer, director, or agent who is also an employee of Union County. Further, all proposers must disclose the name of any Union County employee who owns, directly or indirectly, an interest of five percent (5%) or more of the proposer's firm or any of its branches.

The proposer shall certify that he/she has not, either directly or indirectly, entered any Contract, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the RFP and that the proposer is not financially interested in, or otherwise affiliated in a business way with any other proposer on the same land or improvements.

**NON-PERFORMANCE**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

- (a) In case of default, the County may procure the required services from other sources and hold the Contractor responsible for any excess costs occasioned thereby and may immediately cancel the contract, inclusive of any lease extension costs on the current tower sites.

**UNSATISFACTORY WORK**

If, at any time during the contract term, the service performed or work done by the Contractor is considered by the solicitor to create a condition that threatens the health, safety, or welfare of the community, the Contractor shall, on being notified by the solicitor, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the solicitor shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of



the Contractor. Notwithstanding the above, the solicitor reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Contractor of the intention to cancel.

### **TERMINATION OF CONTRACT**

This Contract may be terminated at any time for the convenience of Union County. Union County agrees to pay the Contractor for all work completed through the termination date, as well as any demobilization costs that were a part of the original contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County. Failure of the Contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of the solicitor.

This Contract may be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to, unsatisfactory job performance or progress, defective work, failure to comply with material provisions of the Contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by the County Project Manager within 24 hours of delivery of notice of said deficiency. Union County retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this Contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said Contract price. In the event of default in the terms of this contract by Contractor, Contractor shall pay all costs incurred by the County to enforce the terms of this contract including, but not limited to, reasonable attorney's fees.

### **INSURANCE REQUIRED**

Before execution of the contract by the County and commencement of the operations and/or services to be provided, and during the duration of the contract, the Contractor shall file with the County current certificates of all required insurance on forms acceptable to the County, which shall include the following provisions:

1. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Georgia and acceptable to the County.
2. The Certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.
3. No material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County.
4. Union County should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.

The Contractor shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

**Coverage Required** - Unless otherwise specified, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to County.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Worker's Compensation Employer's Liability	Statutory requirements at location of work \$100,000 each occurrence \$500,000 disease, aggregate \$100,000 disease, each employee
Commercial General Liability	\$1,000,000 General Aggregate \$1,000,000 Products-Comp. Ops Agg \$500,000 Each Occurrence \$100,000 Fire Damage \$5,000 Medical Expense
Automobile Liability (owned, hired and non-owned). Option of split limits:	
(1) Bodily Injury	\$500,000 per Person \$1,000,000 per Accident
(2) Property Damage	\$500,000 \$1,000,000 per claim
Professional Liability (when applicable)	\$1,000,000 per aggregate

Insurance carrier(s) must have a minimum financial rating of A-.

Coverage shall apply to the indemnity provided to Union County and shall include Union County its officers and employees, as additional insured's, as regards to liability arising out of Contractor's performance of the work or the work performed by others on behalf of Contractor under this Contract. The insurance afforded to the County shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to entering into the Contract with the County, Contractor shall furnish County with Certificates of Insurance (identifying on the face thereof the Project name and Contract number) as evidence of the above required insurance and such Certificates shall include the following language: Union County as additional insured and an endorsement for which has been issued, subject to a requirement for recurring certificate of insurance every fifteen (15) days from the contract award date until, all obligations under the Contract/Agreement are completed.

Alternatively, in lieu of recurring certificates, the Contractor or vendor may provide a certificate of insurance that contains a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the County, except that in the event of cancellation for nonpayment of premium the County shall receive notice as prescribed by state law (10 days). The cancellation clause should read as follows: "Should any of the described policies be canceled or material modified before the expiration date thereof, the issuing company will mail 30-day prior written notice to the certificate holder named below, except that in event of cancellation for nonpayment of premium, the notice shall be 10 days unless a longer time is prescribed by Georgia Statute."

The County will not maintain any insurance on behalf of Contractor covering loss or damage to the work or to any other property of Contractor.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract.

Contractor shall deliver the original Certificate of Insurance and one copy to the agent of the County.

Notices, in original and one copy, of cancellation, termination and alteration of such policies shall also be provided to the agent of the County.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

## Section 3- Special Conditions

**PERIOD OF OFFER VALIDITY** -- Proposals offered in this RFP must remain firm for a period of ninety (90) days from the RFP opening date.

**TERM OF CONTRACT**- At the discretion of the County, the successful Contractor may be awarded a contract for five (5) years, upon mutual written agreement and, approval of the County.

**AWARDS** -- Results from the evaluation committee will be considered by the Union County Sole Commissioner and announced at the earliest possible regular meeting after the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the County's Purchasing Policy.

The Union County Sole Commissioner reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more proposers; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the County.

The County does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, bid or quote for purchase of services and goods by Union County.

**QUALIFICATIONS**-- The County reserves the right to conduct an inspection of the proposer's facility and equipment prior to award of the RFP.

Qualified vendors shall have the machinery, manpower, experience and financial stability to complete the scope of work of this proposal. If you have other contracts like this, the contractor must ensure that adequate resources will be provided when a Notice to Proceed is given.

**VENDOR'S PRODUCT OR SERVICES** -- The vendor's product (if applicable) delivered to the County shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

If the vendor is contracted to provide services, such services shall be fully satisfactory to the County as determined by the County.

The vendor shall provide the County with any data, reports or other information as required and requested by the County to enable it to utilize the product or service furnished by the vendor.

In furnishing the service or product to the County, the vendor shall comply with all federal, state, and County laws, rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, proposal, bid or quote.

**SUBCONTRACTORS**- Proposers shall list all proposed subcontractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity) and proposed percentage of work.

**CODE OF CONDUCT-** Vendors and their subcontractors or teaming partners, upon award, must provide and maintain a written code of standards governing the performance of their employees working on the projects or administering the contract. It shall be the sole responsibility of the "Prime Vendor" to maintain and provide a copy of sub or teaming partner's codes of conduct to the Union County Sole Commissioner upon request.

**SOCIOECONOMIC CONTRACTING** - In compliance with 44 C.F.R. § 13.36 (e) the Union County Sole Commissioner encourage small and minority firms, women's business enterprises and labor surplus area firms to submit proposals. When "prime" vendors use subcontractors or teaming partners they must ensure that they adhere to 44 C.F.R. § 13.36 (e) and encourage the use of socioeconomic contracting. If subcontractors or teaming partners will be utilized, prime vendors must provide documentation of their attempt(s) to comply with the socioeconomic requirements of 44 C.F.R. when submitting a response to this RFP.

**PERFORMANCE AND PAYMENT BOND** -- The Contractor shall furnish to the County, prior to the commencement of operations, a Performance and Payment Bond in an amount equal to the value established within an issued Work Order or Work Authorization, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. 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.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

## Section 4- Scope of Services

### PROJECT DESCRIPTION

Union County is seeking proposals for Disaster Debris Monitoring Services and Fixed Site Monitoring Services to assist the County with disaster debris monitoring services.

This solicitation will result in the selection of at least one experienced firm to perform monitoring functions on the removal and lawful disposal of disaster-generated debris (other than household garbage) from County owned property, public property, streets and allies, public rights-of-way, on site and at Temporary Debris Staging and Reduction Sites (TDSRS) within Union County immediately after a natural or manmade disaster.

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced monitoring Contractor who is capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and ensuring the lawful disposal of all debris. The successful Contractor must be capable of assembling, directing, and managing a work force that can complete the debris monitoring operations in a maximum of 180 days. The selected Contractor will be expected to meet the accelerated debris removal timeframes outlined by FEMA in the Sandy Recovery Improvement Act, whenever possible. Contractor's personnel must be familiar with debris removal eligibility criteria outlined in the FEMA Public Assistance Program and Policy Guide.

The successful Contractor must be knowledgeable in Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), and other applicable regulations, guidelines and operating policies. The successful Contractor will support the County during a disaster recovery effort and will be responsible for all aspects of the debris monitoring process. The selected Contractor shall coordinate with the Debris Removal Contractor(s) and the County to ensure a compliant, well-managed and organized approach to debris collection and disposal within FEMA guidelines.

The selected Contractor will oversee the debris removal and monitoring processes utilizing the following rules and regulations as guidance:

- The Stafford Act, Section 407
- The Stafford Act, Section 406
- 44 CFR § 206.224
- FEMA Public Assistance Program and Policy Guide (FP-104-009-2/January 2018)

**ACTIVATION** -- When a major disaster occurs or is imminent, the County may contact the Contractor to advise them of the intent to activate the contract. Monitoring Services will generally be limited to monitoring of debris in, upon, or brought to public streets and roads, rights-of-way, County owned properties and facilities, and other public sites.

**SELECTION AND MOBILIZATION** -- The Contractor will be selected based on experience, methodology, availability and price. The Contractor will also begin coordination with the Debris Removal Contractor and Emergency Management personnel.

Written notification will allow the Contractor to begin preparations and allow the immediate response once the recovery begins. The Contractor shall have a maximum of 24 hours from delivery of notification by the County to mobilize and begin their response. Notification will be made in writing via email and via telephone. Failure to mobilize in the allowed time may result in the selection of another Contractor.

The Contractor will be responsible for determining the method and manner of Monitoring Services and lawful disposal operations. Disposal of debris will be at the Union County's approved temporary debris management sites. The Contractor will be responsible for overseeing the lawful disposal of all debris and debris reduction by-products generated at all debris management sites.

**PRE-EVENT ASSISTANCE** -- The Contractor will provide pre-event assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems. The Contractor will, at no cost to the County:

- Provide select County personnel with a half-day debris management training session. Training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.
- Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include facsimile, cell phone numbers, and e-mail addresses.
- Participate in annual workshop or planning meetings with County representative and debris hauling and disposal Contractor(s) to establish/review applicable policies and procedures.
- The scope of services to be provided includes Debris Monitoring and Administration, Debris Assessment, Collection Monitoring/Logs, Load Ticket Processing and Reconciliation, DMS monitoring, Debris Vehicle and Equipment Certification, Damage Complaint Tracking, Issue Log Tracking, Data Compilation and Reporting, Debris Removal Contractor Payment Monitoring and Reconciliation Processing, Category A and B Public Assistance Support, Reporting to and Coordinating with the County's Debris Manager, and other related services as outlined in this Scope of Services, and as directed by the County.

## **DEBRIS MONITORING AND ADMINISTRATION**

- A. The Contractor will provide debris monitors and debris monitoring services to assist the County with monitoring the operations of the Debris Removal Contractor(s). The debris monitoring services to be provided are Debris Removal Contractor compliance monitoring and oversight, not professional engineering services. The County will provide a Debris Manager to work directly with the Debris Removal Contractor and the Contractor. The County will provide debris management site(s) (DMS) for disposal of the storm debris.
- B. The Contractor shall appoint a qualified and experienced Project Manager for overall coordination and communication with the County. The Project Manager shall always remain on the job and available to the County during the operational phases of the debris collection and disposal project. Contractor shall supply enough trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites. Contractor shall remove and

replace employees immediately upon notice from the County Debris Project Manager for conduct or actions not in keeping with the Agreement.

C. Examples of project management and administrative responsibilities include but are not limited to:

- Coordinate daily briefings with key operational staff, County staff and debris management Contractor(s) to review, formulate and update debris assessment and removal operations and strategies. Schedule, manage and conduct periodic meetings with field staff and Contractors. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris management Contractor(s) and the debris management operation.
- Provide a daily report of debris Contractor crew assignments, working locations, number of trucks assigned, total loads, cubic yards collected by debris type, an updated map of streets where debris is collected, and other key operational statistics to the County's Project Manager or designee.
- Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors.
- Hire, train, deploy and supervise all field collection monitors and staff.
- Conduct debris surveys and perform debris estimation by debris types as requested by the County.
- Maintain accurate records of all debris collection vehicles, including the measurements of the inside of the useable bed space, photographs, license information, vehicle identification decal issuance and regular monitoring for vehicle modifications.
- Track and coordinate responses to problems identified in the field, citizen complaints related to debris removal, including commercial and/or residential property damage claims as a result of debris removal. Contractor shall maintain a detailed GIS database of customer complaints and resolutions.
- Make all reasonable efforts to ensure that OMS have access control and security. Conduct end of the day duties and verify that all vehicles have left the OMS at the specified time established by the County.
- Make all reasonable efforts to ensure the field collection monitors are accurately recording the streets and locations where debris was collected.
- Schedule work for all team members and sub-Contractors daily.
- Conduct inspections on a regular, predetermined and random basis. Make all reasonable efforts to ensure the appropriate frequency of oversight is performed for all work crews, vehicles and locations.
- Monitor the debris removal Contractor(s) and DMS(s) for compliance with their contract with the County.
- Provide training to County staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris collection Contractor(s), County, state and federal agencies.
- Develop forms, databases, etc. for tracking field activities, and submitting invoices for reimbursement, etc.
- Daily personnel tracking sheets (field reports) shall be maintained for all Contractor personnel assigned to the project.
- Set up schedules for monitors each day and coordinate cleanup crew assignments. Survey and maintain list of areas with special needs, including but not limited to, hazardous stumps, trees, hangers/leaners, debris types, and other potential problems.
- Prepare daily and periodic tracking reports to support debris removal, OMS operations and final debris disposal for audit purposes. Maintain a database of debris managed, costs incurred and reconcile debris collection and Contractor invoices.
- Compile records and assist the County with the preparation of required forms for reimbursement.



- If requested by the County, provide call center operators to receive and process calls from customers with disaster debris collection concerns within Union County.
- D. In order to obtain maximum reimbursement, all debris loads shall be monitored in the field by collection monitors to assure debris eligibility. The Contractor shall provide fully trained collection monitors to assure proper and compliant documentation protocols are instituted and followed. The Contractor shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every five monitors unless otherwise approved by the County. This team will monitor the Debris Removal Contractors for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the County through their Project Manager. All field team members shall be equipped with the state-of-the-art technology, which shall include cameras, computers, communication devices with GPS, and other equipment as deemed necessary and/or appropriate.
- E. The Contractor will establish a Quality Control Program. Examples of collection monitoring quality control tasks include, but are not limited to, the following:
- Verifying that all debris picked up is a direct result of the disaster.
  - Accurately recording the addresses, streets and locations where debris was collected.
  - Verifying that the Debris Removal Contractor(s) are working in their assigned collection areas and roads.
  - Contractor shall stop work in progress immediately for improper monitoring documentation or work not being performed in the approved manner. The Contractor shall immediately notify the County's Debris Manager to review matter and provide final resolution.
  - Inspecting work in progress to assure that removal efforts include debris of the proper type in the proper areas.
  - Assuring compliance with County contracts by all debris Contractors and debris subcontractors.
  - Identifying eligible stumps, hangers and leaners. Coordinating with the County and federal/state representatives for eligibility determination and assure documentation (forms, photos, etc.) are completed for reimbursement purposes as may be required by FEMA.
  - Making all reasonable efforts to ensure that its employees and its subcontractor(s) are working in compliance with all federal, state, local safety regulations appropriate for the task being performed.
  - Coordinating with the County to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc. The Contractor shall maintain a detailed database of customer complaints and resolutions. Property damage complaints must be tracked using a GIS.
  - Neither the services performed by the Contractor under this Agreement nor the presence of Contractor nor shall its employees nor subcontractors at any site in performance of its services relieve Debris Removal Contractor or their subcontractors, the County or any other entity of their obligations duties and responsibilities with respect to job site safety. Contractor has no authority to exercise any control over the Debris Removal Contractor or their subcontractors, the County or any other entity in connection with any health or safety precautions. Contractor shall have no responsibility for, advice on, or to issue directions regarding or assume control over safety precautions and programs in connection with the services performed by Debris Removal Contractor or their subcontractors or any other entity except to the extent relating to Contractor's employees.

F. AUTOMATED DEBRIS MANAGEMENT SYSTEM (ADMS).

The Contractor should utilize and provide an automated debris management system. The electronic debris management system shall at a minimum create load tickets electronically eliminating the need for handwritten and scanned tickets. The system features shall include the following:

- Paperless electronic (handheld device) data collection
- Database will be internet accessible to subcontractors, County, state, and other public entities on a need to know basis.
- Minimal manual entry of load ticket data fields.
- Automation of debris pickup location thru use of GPS technologies.
- Evaluation of daily event status using web-based reporting and GIS tools.
- Coordination of Contractor invoice reconciliation, FEMA documentation and applicant payment process enabled thru an integrated database management system.

G. DEBRIS VEHICLE & EQUIPMENT CERTIFICATION

All debris hauling vehicles and equipment shall be measured and certified prior to performing debris removal. The Contractor shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Contractor on behalf of the County and provided to the County upon their request or project completion. Additional copies shall be provided to the Debris Removal Contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at each OMS to assure that no vehicle modifications have been made and to confirm data accuracy. The Contractor shall measure the volume to the nearest cubic yard of usable space for each debris collection vehicle. The Contractor shall complete the County Vehicle Certification Form provided for each vehicle. The original Vehicle Certification Form shall be delivered to the County Debris Manager or designee. The County Vehicle Certification Form will have the following information:

- Vehicle make, model
- Length
- Width
- Height
- Volume in cubic yards
- Tag number of vehicles
- VIN number of vehicles
- Vehicle type
- Driver of vehicle name
- Sub-Contractor representative name
- Certification monitor name certifying vehicle
- Date
- Vehicle certification number

When a certification monitor signs a vehicle certification, he/she is certifying that to the best of his/her knowledge and belief, the information is complete and correct. The certification monitor shall not sign or accept any partially completed information. The Contractor's Project Manager or designee shall review all truck certification forms with the Debris Removal Contractor to assure completeness and accuracy of each form before forwarding to the County's Debris Manager or designee.

- H. The Contractor shall provide the County's Debris Manager and the Debris Removal Contractor(s) with daily Disaster Debris Status Reports. Each daily report shall contain the following:
- Overview of daily activities including status of damage complaints
  - Cumulative debris totals by debris site
  - Cumulative debris totals by day
  - Summary of monthly debris removal efforts (cumulative and by debris site)
  - Summary of mulch removal efforts (cumulative and by debris site)
  - Summary of mixed/construction & demolition removal efforts (cumulative and by debris site)
  - Stump volume by site
  - OMS status
  - Labor force report
  - Debris site processing equipment summary

This reporting is due no later than 12:00 noon the following business day or as requested by the County.

- I. The Contractor will provide Fixed Site Debris Monitors and Field Debris Monitors and Debris Monitoring Supervision and Management to assist the County with removal services related to natural or manmade disaster(s). The services to be provided are contract compliance supervision and inspection, not professional engineering services. At a minimum, the Contractor will provide qualified people who can perform the following roles:

**FIXED SITE DEBRIS MONITORS** -- Contractor shall provide personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary disposal sites.

Services include:

- Provide disposal site monitors and inspectors personnel
- Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket
- Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area
- Remain in contact with debris management/dispatch center or supervisor
- Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated County personnel
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards, document and record measurements and computations.
- Verify that all trucks leaving the site have been completely emptied of all debris from the trucks

**FIELD DEBRIS MONITORS** -- Contractor shall provide roving on-site, street-level work area inspections of debris cleanup and collection.

Services include:

- Provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets

- Provide field monitor personnel at designated areas to check and verify information on debris removal
- Monitor collection activity of trucks
- Issue manifest load tickets at loading site for each load
- Check the area for safety considerations such as - downed power lines, children playing in area, are traffic control needs met, are trucks and equipment being operated safely
- Ensure Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal
- Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where) and report to your supervisor
- Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards, document and record measurements and computations
- Properly monitor and record performance and productivity of debris removal crew
- Remain in constant contact with debris management/dispatch center or supervisor
- Ensure that loads are contained properly before leaving the loading area
- Ensure only eligible debris is collected for loading and hauling
- Ensure only debris from approved public areas is loaded for removal
- Photographically document hazardous trees (leaners and hangers)
- Perform other duties from time to time as directed by the Debris Removal Contractor project manager or designated County debris management personnel.

**SENIOR TECHNICIAN/FIELD SUPERVISOR** -- Contractor shall provide a Senior Technician/Field Supervisor to oversee debris monitoring activities in the field.

Services include:

- Oversight and supervision of field activity
- Schedule monitoring resources and deployment timing
- Communication with County personnel
- Make suggestions to improve the efficiency of collection and removal of debris
- Coordinate daily activities and future planning
- Remain in contact with debris management/dispatch center or supervisor
- Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility
- Compile operational reports
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards, document and record measurements and computations.

**SUPERVISING MONITORS** -- Contractor shall provide supervising monitors to coordinate actions of field and TDMS monitors. A minimum of two TDMS monitors are required per debris site.

Services include:

- Coordination of daily operations with Debris Removal Contractors
- Coordination of logistics of the DMS to assure efficient traffic flow and proper handling of load tickets that record FEMA data (such as vehicle volume, type of waste, etc.).
- Observation of vehicles entering and exiting the DMS and make reasonable efforts to ensure that vehicles are in compliance with their truck certifications (e.g., side boards in place, full tailgate, etc.).
- Calibration of debris vehicle load determinations with the FEMA monitors (DMS monitors are expected to provide volume determination consistent with FEMA).
- Keeping accurate records of debris vehicles, cubic yard volume determinations, time in and out, number of loads per day and other data as requested by County.
- Coordinating with local, state and federal agencies as needed for DMS on issues such as notification, obtaining permits, determining reimbursement, etc.
- Providing preliminary assessment and documentation of DMS and assist in return of site to original conditions.
- Providing personnel to supervise the operation of DMS including monitoring incoming loads of debris, processing of debris and outgoing loads of processed debris.
- Conducting end of day activities, such as verifying completion of debris crew assignments, completing all record keeping, and assuring that all vehicles have left the DMS.
- Verification of debris eligibility, including photographic documentation of hazardous trees (leaners and hangers)
  - Review damage reports
  - Resolve complaints
  - Compile all necessary reports.

**DATA MANAGER** -- Contractor shall provide a data manager to oversee the processing of load ticket information, including QA/QC aspects that ensure documentation is maintained in accordance with all federal, state and local requirements. This may involve use of electronic monitoring equipment or other approached as approved by the County. The electronic Ticket Manager would oversee such data functions.

**COST RECOVERY SPECIALIST** -- Contractor shall provide a cost recovery specialist to work together with County personnel, or their designee, to develop project worksheets for all Category A expenses and documentation.

**GENERAL SERVICES TO BE PROVIDED BY THE MONITORING CONTRACTOR:**

**(a) Pre-event**

The pre-event services performed by the Contractor may include:

- Debris Management Plan and Standard Operating Procedures updates
- Inter-agency cooperative exercises and training
- FEMA/FHWA guidance and policy
- Review TDMS
- Debris management Contractor bid preparation and review.

**(b) Post-event**

The listed services performed by the Contractor must include:

- Contract administration
  - Debris estimates
  - Perform oversight for road clearance and debris loading by debris management Contractors
  - Provide TOMS monitoring at various locations, including sites that handle materials from multiple Contractors and or monitoring firms
  - Environmental assessment of TOMS
  - Truck certification
  - TOMS monitoring accommodating multiple municipalities/agencies
  - Quality assurance and quality control of all documentation pertaining to debris management monitoring
  - Safety procedures are outlined and followed
  - Assist the County in responding to public inquiries
  - Provide technical advice to the County
  - Be available to address questions from FEMA and FHWA both during and after services have been performed
  - Provide assistance with FEMA Category A expense worksheets and other submittals, audits, appeals and associated processes, as needed, until final file closeout regarding each individual disaster event
  - Review and validate Debris Management Contractor(s) invoices prior to submission to the County for processing.
- J. **PAYMENT MONITORING AND RECONCILIATION PROCESS** - The Contractor shall review, validate and reconcile Debris Removal Contractor(s) invoices prior to submission to the County for processing. The Contractor shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the County and Debris Removal Contractor(s) representatives. All invoices from the Debris Removal Contractor(s) shall be directed to the Contractor. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the Contractor to be accepted or rejected. The Contractor shall issue in writing to the County and the Debris Removal Contractor, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the monitoring Contractor shall clearly state the reasons for rejection and work with the Debris Removal Contractor to resolve immediately. Billing invoices will be submitted weekly by end of week so that verification and reconciliation can be performed.
- K. The Contractor shall provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the project management team to be resolved with the Debris Removal Contractor(s). A weekly log of such complaints and their resolution shall be provided to the County's Debris Manager. Upon request of the County, the Contractor may also be called upon to provide appropriate staffing of a customer call center to assist with public telephone inquiries, concerns and complaints regarding debris removal operations.
- L. **OTHER RELATED SERVICES**
1. **Event Closure** - The Contractor shall assist the County in preparing final reports necessary for reimbursement by FEMA, FHWA and other applicable agencies for disaster recovery efforts by County staff and designated Debris Removal Contractors. The Contractor shall assist in reviewing and processing requests for payment by the Debris Removal Contractor(s).

2. Federal Funding - To ensure that processing of federal funding is acquired as quickly as possible, the following information and its accuracy is the responsibility of the awarded Contractor:

- Review/reconciliation of Debris Removal Contractor invoices and payment recommendation letter
- Monitoring and Collection information (reports, logs, etc.)
- Project Status Reports
- Completed Load tickets
- Photographs of Debris Collections
- Tipping Fee Receipts
- Contractor invoices
- Review of debris Contractor equipment hours of operation
- Vehicle certifications
- Start and end dates of the first debris removal pass and all subsequent passes
- Timesheets of all subcontractors to support debris monitoring invoices

3. Compliance - The Contractor shall provide professional oversight to monitor compliance with local, state and federal regulations. The Contractor shall stay current with FEMA and FHWA policies and procedures and notify the County's Debris Manager immediately as changes occur.

M. DELIVERABLES - At a minimum, the following deliverables must be provided to the County at the completion of the event response effort. However, deliverables shall in no way be limited to the following list. At its sole discretion, the County may add and/or delete deliverables to meet the needs of the County, State, or FEMA. All deliverables will be submitted both electronically, in a format specified by the Contract Administrator and by hard copy on paper. The minimum deliverables to be provided include:

- a) A log of damages reported, damage corrections and releases for work by either the property owner of the County
- b) Original load tickets, boxed, bound by date and sorted by ticket number
- c) Electronic ticket logs including information from ticket
- d) Daily tower logs
- e) Daily logs with list of all personnel with signatures and initials
- f) Binder(s) with damage reports, completed repairs, and releases (if applicable)
- g) Binders with issues and final resolution
- h) List of tickets issued by monitors, and list of lost/voided tickets
- i) Each Ineligible debris pile will be tagged, in a format approved by the County, and a list compiled and submitted to the County
- j) Operational Reports shall be prepared by the Contractor and submitted to the County throughout the duration of the recovery operations. The reports shall document the Debris Management Contractor's activities and progress from the previous day and shall be submitted no later than 4 hours after the end of an operational period to the Contract Administrator or designee. Each report shall contain the following minimum information:
  - i. Correct and accurately completed load tickets consistent with all reporting documents
  - ii. The times of operation of all debris loading trucks
  - iii. Reports, maps and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion and daily cumulative cubic yards of debris removed, processed and hauled.
- (I) A Final Report prepared by the Contractor and submitted to the Contract Administrator within thirty (30) days of completion of the recovery operations. (Recovery Operations include closure and remediation of

TDMS and conclusions of all related operations.) At a minimum, this report will include a discussion of disaster response requirements and results and recommendations for future disaster responses.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]



## Section 5- Proposal Submittal and Requirements

Proposals shall include all the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Submittal of a Proposal shall constitute the Proposer's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this Proposal.

In conjunction with other material and information requested in the RFP, all proposers responding to this solicitation shall provide one (1) original, five (5) identical paper copies, and one (1) electronic copy in pdf format on CD or flash drive.

### REQUIRED DOCUMENTS

Include all required Union County forms. FAILURE TO PROVIDE ALL INFORMATION listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. Required forms include:

- Proposal Submittal Checklist
- Proposer's Declaration Form
- Proposer's Certification Form
- Addendum Acknowledgement
- Non-Collusion Affidavit Form
- Contractor's Technical Proposal
- Professional References
- Insurance Certifications
- W-9 Form
- Hourly Rate Schedule

## Section 6- Evaluation of Proposals

### EVALUATION CRITERIA

The proposals received will be evaluated based on the following criteria:

<u>CRITERIA</u>	<u>WEIGHT</u>
Qualifications and Abilities	(20 Points)
Experience on Similar Projects	(20 Points)
Project Approach (Methodology)	(20 Points)
Pricing and Fees	(30 Points)
Client References	(10 Points)

The proposals received will be evaluated by qualified personnel of Union County including, but not limited to the EMA Director and Purchasing Director. The Selection Committee shall be responsible for evaluating the qualifications and capabilities of proposers who have submitted proposals in response to the request for proposals. Committee evaluations shall be conducted in accordance with applicable Georgia Public Records Laws. Evaluation may include such activity as is deemed appropriated by the Committee to verify the qualifications and capabilities of the proposers and their ability to furnish the required goods or services.

The Selection Committee shall review the Proposals and prepare by consensus a recommendation of award to the proposer or proposers it deems to be most qualified and capable to perform the required services.

The Selection Committee, at its discretion, may request oral, written or visual presentations from; conduct interviews with; or conduct visits to the office, facilities or projects of the Proposers it selects from among those submitting Proposals.

If the Selection Committee decides to entertain presentations or conduct interviews at a subsequent meeting, it shall set the date, place and time for that meeting, and then establish the order of presentations or interviews before adjourning. The Purchasing Directors Office shall be responsible for notifying all proposers of the meeting and order of presentations or interviews.

The evaluation of Proposer qualifications and capabilities shall include but not be limited to such factors as: experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; volume of work previously awarded to each firm submitting qualifications; and such other factors as may be determined by the Evaluation Committee to be applicable to the particular requirements of the project for which the professional services have been requested.

The County reserves the right to negotiate the final fee prior to recommending any proposer for a contract.

At the conclusion of its evaluations, the Selection Committee shall report its recommendations and order of preference (final ranking) to the County Commissioner.

**PROPOSAL EVALUATION** -- Union County shall be the judge of its own best interests, the proposals, and the resulting Contract. An award may be made to the most responsive and responsible firm whose proposal is determined to be the most advantageous to Union County.

The governmental entities will consider as an important factor in the award, in addition to price, a demonstrated history of reliable and dependable service to similar users or demonstration of a long history of reliability and dependability for users with critical municipal needs similar to the governmental entities.

Union County reserves the right to consider historic information and fact, whether gained from the Proposer's proposal, question and answer conferences, references, and/or other sources in the evaluation process.

The County reserves the right to conduct investigations as deemed necessary by the County to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Proposers, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.

It is the Proposer's sole responsibility to submit information related to the evaluation categories. Union County is under no obligation to solicit such information if the proposer fails to include it within their proposal submittal. Failure to provide requested information may result in the rejection of the proposal, or a deduction in evaluation points at the sole discretion of the evaluation committee.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

## Section 8- Required Forms

### PROPOSAL SUBMITTAL CHECKLIST

Proposal Submittal Checklist  
Proposer's Declaration Form  
Proposer's Certification Form  
Addendum Acknowledgement  
Non-Collusion Affidavit Form  
Contractor's Technical Proposal  
Professional References  
Insurance Certifications  
W-9 Form  
Hourly Rate Schedule

Submission of one (1) original marked "ORIGINAL", five (5) identical paper copies, and one (1) electronic copy in pdf format on CD.

BY: \_\_\_\_\_

Proposer

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

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

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

This document must be completed and returned with your Submittal

**PROPOSER'S CORPORATE DECLARATION  
(To Be Completed If Bidder Is A Corporation)**

Date: \_\_\_\_\_

Our corporation is chartered under the Laws of the State of \_\_\_\_\_ and the names, titles and business addresses of the executives are as follows:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer

This document must be completed and returned with your Submittal

**PROPOSER'S DECLARATION OF PARTNERSHIP  
(To Be Completed if a Bidder Is a Partnership)**

Our Partnership is composed of the following individuals:

Address

This document must be completed and returned with your Submittal

**NON-COLLUSION AFFIDAVIT  
MONITORING OF FEMA ELIGIBLE DEBRIS  
UNION COUNTY, GEORGIA**

**(This affidavit must be executed for the proposal to be considered)**

STATE OF GEORGIA  
UNION COUNTY

\_\_\_\_\_, being first duly sworn, deposes and says  
(Contractor / Person)

that he / she is \_\_\_\_\_ the party making the foregoing  
(Sole owner, a partner, president, secretary, etc.)

Proposal for \_\_\_\_\_ and that such  
(Name of Firm)

proposal is genuine and not collusive; that said Contractor is not financially interested in, or otherwise affiliated in a business way with any other Contractor on the same contract; that said Contractor has not colluded, conspired, connived, or agreed directly or indirectly, with any Contractor or person, to put in a sham proposal, or that such other person shall refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the proposal price, or to secure any advantage against the Owner, or any other person or persons interested in the proposed contract; and that all statements contained in said Proposal are true; and further, that such Contractor has not, directly or indirectly submitted his Proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

This document must be completed and returned with your Submittal

## CONTRACTOR'S TECHNICAL PROPOSAL

The qualifications and experience requirements are as follows and must be separately addressed and covered:

### Qualifications

- a) Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm.
- b) Provide a list of all management, supervision, labor, transportation and equipment necessary to provide debris monitoring services.
- c) Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.

### Experience

- a) Number of debris monitoring contracts your firm currently has within a 250-mile radius of Union County.
- b) Include your firm's success rate, percentage wise, with adhering to FEMA Public Assistance regulations.
- c) Identify whether Proposer or any employee thereof anticipated being assigned to provide debris monitoring services has been a defendant in any proceeding involving or arising out of debris monitoring services within the past five years.
- d) Describe the experience of the firm in the last sixty (60) months in performing monitoring services in similar size and scope. Summary of past relevant experience should include the following for each response:
  - i. Type of disaster – hurricane, tropical storm, tornado, etc.
  - ii. Type of jurisdiction – County, county, district, any combination
  - iii. Collection of debris monitoring assignments
  - iv. DMS debris monitoring assignments
  - v. Final disposal debris monitoring functions

### Project Methodology

- a) Provide a work plan that describes the firm's methodology, including a detailed project plan, based on prior experience with debris monitoring.
- b) The strategies and methods by which the work is performed must be included in the proposal and detailed sufficiently to allow the County to determine compatibility of the approach to the County's overall goals.
- c) Work plan shall clearly distinguish the firm's duties and responsibilities and those of the County. Absence of this distinction shall mean the firm is assuming full responsibility for all tasks.

### Pricing and Fees



- a) The proposals shall provide a breakdown of all potential costs (i.e., applicable hourly rates, training, travel and per diem, etc.).
- b) The proposal shall include a fee schedule for additional services required for successful implementation not already specifically identified in this RFP or optional services that may be of benefit to the County.

**PROFESSIONAL REFERENCES**

Please provide three (3) current and correct references from clients for similar services.

1. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Description of goods or services provided: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Start/End Date of Contract: \_\_\_\_\_

2. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Description of goods or services provided: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Start/End Date of Contract: \_\_\_\_\_

3. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Description of goods or services provided: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Start/End Date of Contract: \_\_\_\_\_

**PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Proposals, Instructions to Proposers, General and/or Special Conditions, Specifications, RFP Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the County adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the proposal.

I certify that all information contained in this RFP is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this RFP on behalf of the Proposer/ Contractor as its act and deed and that the Proposer/ Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this RFP is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a RFP for the same product or service; no officer, employee or agent of the Union County Sole Commissioner or of any other proposer interested in said RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

**NO EXCEPTIONS ALLOWED AFTER THE RFP IS SUBMITTED:**

Please check one:  I take NO exceptions.  Exceptions:

---

_____ NAME OF BUSINESS	_____ MAILING ADDRESS
_____ AUTHORIZED SIGNATURE	_____ NAME, TITLE
_____ TELEPHONE NUMBER	_____ E-MAIL ADDRESS

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
MY COMMISSION EXPIRES:

**This document must be completed and returned with your Submittal**

### Hourly Rate Schedule

NAME OF BUSINESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

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

The hourly rates shall include all cost including applicable overhead and profit, lodging, meals, transportation, rentals, safety gear, telephone costs, cameras, GPS devices and other incidentals.

	<u>POSTIONS</u>	<u>HOURLY RATES*</u>	<u>HOURS**</u>	<u>TOTAL</u>
1.	<b>Project Manager</b>	\$		\$
2.	<b>Data Managaer</b>	\$		\$
3.	<b>Cost Recovery Specialist</b>	\$		\$
4.	<b>Field Supervisors</b>	\$		\$
5.	<b>Fixed Site Monitors</b>	\$		\$
6.	<b>Supervising Monitors</b>	\$		\$
7.	<b>Field Monitors</b>	\$		\$
8.	<b>Environmental Specialist</b>	\$		\$
9.	<b>GIS Specialist</b>	\$		\$
10.	<b>Billing/Invoice Analysts</b>	\$		\$
11.	<b>Administrative Assistants</b>	\$		\$

\*Any overtime will be billed at the Hour Rate time 1.5. Overtime is not to be included in the rates above.

\*\*These hours are not intended to represent the actual contract amount but are an estimated representation of a typical work week. The actual contract value will be negotiated with the successful proposing agency prior to issuance of the notice to proceed for each event.

This document must be completed and returned with your Submittal

**EXHIBIT "B"**

**NOTICE TO PROCEED**

This is a copy of the contract that will be executed upon notice to proceed.

**COUNTY OF UNION  
STATE OF GEORGIA  
CONTRACT FOR MONITORING OF DEBRIS REMOVAL**

**RESULTING FROM THE DISASTER ENTITLED: \_\_\_\_\_**

This contract ("Contract") is made and entered into on the <DATE> by and between Union County (the "County"), acting by and through its County Commissioner, and \_\_\_\_\_ ("Contractor").

WHEREAS, as a result of the storm, which hit the County in <MONTH/YEAR>, there was produced a large quantity of debris within the County; and

WHEREAS, the County desires to retain the services of the Contractor which was awarded the bid entitled 'UNION COUNTY STANDBY CONTRACT FOR DEBRIS MONITORING SERVICES PROPOSAL ', and the Contractor awarded desires to provide debris monitoring services as defined in the entire body of the entitled 'Contract for Services, Union County, Georgia, Debris Monitoring' with Scope of Services set forth in Section 4 attached hereto and incorporated herein by reference (the "Services"); and

WHEREAS, the Contractor represents that it is willing and capable of performing the Services, including, but not limited to proper documentation preparation, management and event closure services; and

WHEREAS, Contractor represents that it is knowledgeable and has experience in the provision of the Services.

NOW, THEREFORE, for and in consideration of the terms and conditions herein provided, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the County and Contractor hereby contract and agree to comply with these Contract Documents.

The contract documents which comprise and supplement the Contract between the County and Contractor consist of the following documents, which documents are made part of this Contract as fully as if disclosed and written at length and made a part hereof:

- A. This Contract;
- B. Section 4 – Scope of Services;
- C. Notice of Invitation for Proposal;
- D. Contractor's Proposal;
- E. General Conditions;
- F. Contractor's Insurance certifications;
- G. Notice of Award;
- H. Notice to Proceed; and
- I. Any modifications, including Change Orders duly delivered after execution of this Contract.

If language or terms in these documents conflict, the following order will determine which document's language or terms control. Contract, including Exhibit A -Scope of Services, Contractor's Proposal, duly authorized Change Orders, General Conditions, Notices, and Contractor's Qualifications.

This Contract will be executed in multiple counter-parts, each one of which, when so executed, shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be entered into on the date first above written.

CONTRACTOR:

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

Its: \_\_\_\_\_

UNION COUNTY, GEORGIA

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

**<RESPONSIBLE APPLICANT OFFICIAL>**

(Seal)

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

County Clerk