

INVITATION FOR REQUEST

FOR PROPOSAL

RFP NO. P10-16-3

DISASTER RECOVERY SERVICES (DEBRIS REMOVAL) FOR CHATHAM COUNTY
PUBLIC WORKS AND PARK SERVICES

PRE-PROPOSAL CONFERENCE: 21 APRIL 2010, 10:00 A.M.,

PROPOSAL RECEIPT: 5 MAY 2010, 2:00 P.M., (LOCAL TIME)

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

PETE LIAKAKIS, CHAIRMAN

COMMISSIONER HELEN STONE

COMMISSIONER JAMES J. HOLMES

COMMISSIONER PATRICK O. SHAY

COMMISSIONER PATRICK K. FERRELL

COMMISSIONER HARRIS ODELL, JR.

COMMISSIONER DAVID M. GELLATLY

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PRISCILLA D. THOMAS

R. JONATHAN HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

CHATHAM COUNTY, GEORGIA
DOCUMENT CHECK LIST

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

X GENERAL INFORMATION AND INSTRUCTIONS TO BID

X PROPOSAL

X BID SCHEDULE

 CONTRACT- (ON FILE AT THE CHATHAM COUNTY PURCHASING DEPARTMENT)

X LEGAL NOTICE

COUNTY TAX CERTIFICATE REQUIREMENT: Contractor must supply a copy of their Tax Certificate as proof of payment of the occupational tax where their office is located.

CURRENT TAX CERTIFICATE NUMBER

CITY _____

COUNTY _____

OTHER _____

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBERS

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: _____
SIGNATURE

DATE

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

African-American _____ Asian American _____ Hispanic _____

Native American or Alaskan Indian _____ Female _____

In the award of "Competitive Sealed Bids", minority/female participation may be one of several evaluation criteria used in the award process.

CHATHAM COUNTY, GEORGIA
OFFICE OF THE PURCHASING AGENT
POST OFFICE BOX 15180
SAVANNAH, GEORGIA 31412
(912) 790-1624

Date: 25 MARCH 2010

RFP NO. 10-16-3

GENERAL INFORMATION FOR INVITATION FOR BID/PROPOSAL

This is an invitation to submit a proposal to supply Chatham County with professional services as indicated herein. Sealed bids or proposals will be received at the Office of the Purchasing Agent, 1117 EISENHOWER DRIVE SUITE C, Savannah, Georgia, on 5 May 2010 at 2:00 P.M., Local Time. The Purchasing Agent reserves the right to reject any and all bids and to waive formalities.

Instructions for preparation and submission of a proposal are contained in this Request for Proposal package. Please note that specific forms for submission of a bid/proposal are required. Bids must be typed or printed in ink. If you do not submit a proposal, return the signed bid invitation sheet and state the reason; otherwise, your name may be removed from our bidders list.

A PRE-PROPOSAL CONFERENCE has been scheduled for 21 April 2010, 10:00 A.M., and will be conducted in the, Purchasing Agent Conference Room, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, to discuss the specifications and resolve any questions and/or misunderstanding that may arise.

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Agent will issue a written addendum to document each approved change. Generally when addenda are required, the bid opening date will be changed.

Chatham County has an equal opportunity purchasing policy. Chatham County seeks to ensure that all segments of the business community have access to supplying the goods and 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 terms "disadvantaged business," "minority business enterprise," and "minority person" are more specifically defined and explained in the Chatham County Purchasing Ordinance and Procedures Manual, Article VII - Disadvantaged Business Enterprises Program.

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 bid or proposal to supply Chatham County with equipment, supplies, and/or services as described herein. All bids/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. Prepared on the forms enclosed herewith, unless otherwise prescribed, and all documents must be submitted.
- B. Typewritten or completed with pen and black or blue 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.

Bidders are encouraged to review carefully all provisions and attachments of this document prior to submission. Each bid 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 of bid opening, and company name.
- B. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.
 - a. Mailing Address: Purchasing Agent, Post Office Box 15180, Savannah, Georgia 31416.
 - b. Hand Delivery: Purchasing Agent, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, 31406.

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

1.4 HOW TO SUBMIT AN OBJECTION: Objections from bidders to this invitation to bid and/or these specifications should be brought to the attention of the County Purchasing Agent in the following manner:

- A. When a pre-bid 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 may pertain to form and/or substance of the Request for Proposal documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this Request for Proposal.

- 1.5 **FAILURE TO OFFER**: If a Proposal is not submitted, the business should return this Request for Proposal, stating reason therefore, and indicate whether the business should be retained or removed from the County's bidders list.
- 1.6 **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 bidder's own risk.
- 1.7 **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, or a proposal from a bidder whom investigation shows is not in a position to perform the contract.
- 1.8 **PROPOSER**: Whenever the term "Proposer" is used it shall encompass the "person," "business," "contractor," "supplier," "vendor," 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.
- 1.9 **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 contractor and the County shall be supplementary to this section and not in substitution thereof.
- 1.10 **CONTRACTOR**: Contractor or subcontractor means any person or business having a contract with Chatham County. The Contractor/Vendor 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. Any subcontracting must be specified in the bid/proposal. All subcontractors must be approved by Chatham County.

- 1.11 **LOCAL PREFERENCE:** The contractor agrees to follow the local preference guidelines as specified in the contract documents, which state” The CONTRACTOR hereby agrees, as part of the consideration to Chatham County for making this Contract, that the CONTRACTOR in the carrying out of this contract will give the citizens of Chatham County preference for employment to perform all labor required by this contract; that that rate of wages to be paid shall not be less than legally required; and that in the purchase of materials to be used in the maximum extent possible. The CONTRACTOR will cause the forgoing provisions to be inserted in all subcontracts so that provisions will be binding upon each subcontractor.”

SECTION II GENERAL TERMS, CONDITIONS AND EXCEPTIONS

- 2.1 **SPECIFICATIONS:** Any obvious error or omission in specifications shall inure to the benefit of the Proposer 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 Agent’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 **GEORGIA OPEN RECORDS ACT:** The responses will become part of the County’s official files without any obligation on the County’s part. Ownership of all data, materials, and documentation prepared for an submitted to Chatham County in response to a solicitation, regardless of type, shall belong exclusively to Chatham County and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and is subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-070, et. Seq., unless otherwise provided by law.
- 2.4 **GEORGIA TRADE SECRET ACT OF 1990:** In the event that a Proposer submits trade secret information to the County, the information must be clearly labeled as a “Trade Secret”. The County will maintain the confidentiality of such trade secrets to the extent provided by law.
- 2.5 **CONTRACTOR RECORDS:** The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed for up to three (3) years following completion. Again, this is contract specific to the County contracts only.
- 2.6 **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the County may, at any time, secure similar or identical services at its sole option.

- 2.7 **OFFERS TO BE FIRM:** The Proposer warrants that terms and conditions quoted in his offer will be firm for acceptance for a period of ninety (90) days from bid submitted, unless otherwise stated in the proposal in order to provide the Evaluation Team time to review all proposals. When requested to provide a fee proposal, fees quoted must also be firm for a ninety (90) day period.
- 2.8 **COMPLETENESS:** All information required by Request for Proposals must be completed and submitted to constitute a proper proposal. The County shall have sole discretion in evaluating qualifications and responses or respondents.
- 2.9 **DEBARRED FIRMS, INDICTMENTS AND PENDING LITIGATION:** Any potential proposer/firm listed on the Federal, State of Georgia or any government entity, Excluded Parties Listing (Barred from doing business) will not be considered for 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 last five (5) years. Any proposer/firm previously defaulting or terminating a contract with the County will not be considered.

**** All 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 you solicitation response being rejected as non-responsive.**

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

- 2.10 **LIABILITY PROVISIONS:** Where proposers are required to enter or go onto 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.
- 2.11 **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submission of this offer, the offeror certifies, and in the case of a joint bid 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 bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid 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 to submit a bid for the purpose or restricting competition.

- 2.12 **AWARD OF CONTRACT:** The contract, if awarded, will be awarded to that responsible proposer whose proposal will be most advantageous to Chatham County, all factors considered. The Board of Commissioners will make the determination as to which proposal best serves the interest of Chatham County. *Appeal of an award can only be made after the Board of Commissioners award a contract.*
- 2.13 **TERM OF CONTRACT:** The initial term if the contract will be for one (1) year with the option to automatically renew for four (4) additional one (1) year terms UNLESS OTHERWISE DIRECTED BY THE CHATHAM COUNTY BOARD OF COMMISSIONERS.

VENDOR PERFORMANCE EVALUATION: On April, 2008, the Board of County Commissioners approved a change to the County Purchasing Ordinance requiring Vendor Performance Evaluation, as a minimum, annually, prior to the contract anniversary date. Should vendor performance be unsatisfactory, the appoint County Project Manager for the contract may prepare a Vendor Compliant Form or a Performance Evaluation to the Purchasing Agent.

PROCUREMENT PROTESTS: Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Agent for review and resolution. The *Chatham County Purchasing Procedures Manual*, Article IX - Appeals and Remedies shall govern the review and resolution of all protests.

- 2.14 **QUALIFICATION OF BUSINESS (RESPONSIBLE OR PROPOSER):** A responsible bidder or proposer is defined as one who meets, or by the date of the bid acceptance can meet, all requirements for licensing, insurance, and service contained within this Invitation for Bids or Proposals. Chatham County has the right to require any or all bidders to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested. Chatham County has the right to disqualify the bid or proposal of any bidder or proposer as being unresponsive or irresponsible whenever such bidder/proposer cannot document the ability to deliver the requested product.
- 2.15 **COUNTY BUSINESS LICENSE 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 and Regulatory Services at (912) 201-4300 for additional information.

- 2.16 LICENSES, PERMITS, TAXES: The price or prices for the services 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) 790-1624 or (912) 790-1627 fax.
- 2.17 INSURANCE PROVISIONS: 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 Contractor's fee proposal. Contract work will not proceed unless Chatham County has in their possession, a current Certificate of Insurance.
- 2.17.1 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. A 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).
- 2.17.2 LIMITS OF INSURANCE: Effective coverage shall have the following limits:
- 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, disease each employee and Statutory Worker's Compensation limit.

- C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be written on an "Any Auto" basis.

2.17.3 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/Non-Renewal Notification:** 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.

I.

- 2.18 INDEMNIFICATION: The CONTRACTOR 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 CONTRACTOR or its subcontractors. The CONTRACTOR's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless 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 CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'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 CONTRACTOR.
- 2.19 COMPLIANCE WITH SPECIFICATION – TERMS, CONDITIONS, AND EXCEPTIONS: This Invitation for Proposal, Legal Advertisement, General Conditions and Instruction to Proposers, Specifications, Special Conditions, Proposers Offer, Addendum, and/or any other pertinent documents from a part of the Offer's proposal or bid and by reference are made a part hereof.
- 2.20 SIGNED BID CONSIDERED 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 Agent 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.
- 2.21 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 Agent 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.
- 2.20 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 @ (912) 652-7900.
- 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 or contractor with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
- D. Chatham County is a tax exempt entity. Every contractor, vendor, business pr 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.

2.21 **CONTRACT COST ADJUSTMENTS:** Prices quoted shall be firm for the initial contract terms. Thereafter, any extensions which may be approved by the County shall be subject to the following: Cost for any extension terms shall be subject to an adjustment only if increase or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U. S. Dept of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month one year prior.

Any requested adjustment shall be fully documented and submitted to the County at least one hundred and sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The County may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if deceases are considered to be insufficient. In the event the County does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the County, the Contract will be considered cancelled on the scheduled expiration date.

2.22 **VENDOR DEFAULT:** Chatham County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default due to a failure to perform or because request for price increase, Chatham County reserves the right to remove the vendor from the County's bid/proposal listing for twenty-four months.

2.23 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS OR REQUIREMENTS:** It is the responsibility of the prospective proposer to review the entire request for proposal (RFP) packet and to notify Purchasing if the specifications are formulated in a manner that would

unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in Purchasing not less than seventy-two (72) hours prior to the time set for proposal opening. These requirements apply to specifications that are ambiguous.

- 2.24 **MERGERS:** If a selected firm is sold or merged with another investment organization, the County will consider the contract binding regardless of any name changes. If there is a conflict of interest, the County reserves the right to terminate said contract.
- 2.25 **SECURITY AND IMMIGRATION COMPLIANCE ACT:** On July 1, 2008, the Georgia Security and Immigration Compliance Act (SB529, Section 2) became effective. All contractors and subcontractors with 100 or more employees entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at http://www.dol.state.ga.us/spotlight/employment/rules_. You may go to <http://www.uscis.gov>. To find the E-Verify information.

PROTECTION OF RESIDENT WORKERS: Chatham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and national of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

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

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

This _____ day of _____ 20 ____.

BY _____
SIGNATURE

TITLE

COMPANY

SECTION III
REQUEST FOR PROPOSAL
CHATHAM COUNTY, GEORGIA

3.1 **DESCRIPTION AND OBJECTIVES:** Chatham County is seeking a qualified company 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 only extend to the unincorporated areas of Chatham County under the direction of the Director of Public Works and Park Services.

3.2 **METHODOLOGY:** The procurement described herein is being conducted on a three-step process.

STEP ONE- 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. Proponents whose proposals are not accepted will be promptly notified that they are no longer being considered and why. A "shortlist" of qualified firms will be developed and ranked. **DO NOT DISCLOSE ANY FEES AS PART OF STEP ONE.**

STEP TWO- INTERVIEWS: The evaluation committee may decide to conduct interviews with the "short-listed" firms. It is the sole responsibility of the evaluation committee to determine if interviews will be required. If interviews are conducted, each of the "short-listed" firms will schedule an interview. The interviews will be scored. **DO NOT DISCLOSE ANY FEES AS PART OF STEP TWO.**

STEP THREE- FEES: Sealed fee proposals from those firms that have been "short-listed" will be requested, evaluated and ranked accordingly. Fees 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 firm which offers the lowest fee proposal will not necessarily be the firm selected to provide the service. The selection will be made of that firm which provided the best proposal. "Best" is defined as the best combination of qualitative factors and fee proposal. ***FEE PROPOSAL WILL BE SUBMITTED ON THE FORM PROVIDED, IN A SEPARATE #10 ENVELOPE, CLEARLY MARKED WITH THE RFP TITLE AND NUMBER AND SUBMITTED WITH PROPOSAL. ONLY THE ORIGINAL (1) OF THE FEE PROPOSAL IS REQUIRED. FEE PROPOSALS WILL ONLY BE CONSIDERED FROM THE "SHORT-LISTED" FIRMS.***

3.3 **A PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be conducted on 10:00 A.M., 21 April 2010, in the Purchasing Agent Conference Room, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, to discuss specifications and/or any misunderstandings that may arise. Representatives from Chatham County will be attendance. Firms are encouraged to attend.

- 3.4 **PROPOSAL DEADLINE:** The response to the Request for Proposals must be received by the Chatham County Office of Purchasing and Contracting no later than 2:00 P.M., 5 May 2010 (Local Time). Any proposal received after the time stipulated will be rejected and returned to the proponent. The County may, for good and sufficient reason, extend the response deadline, in which case all potential proponents will receive an addendum setting forth the new date and time. Proposals must be responsive to the General Conditions (Information and Instructions), Special Conditions, Technical Specifications, and any attachments.
- 3.5 **WITHDRAWAL OF PROPOSAL:** Your proposal may be withdrawn by written request received by the County before the time fixed for receipt of proposals. Withdrawal of your proposal will not prejudice the right of the proponent to submit a new proposal, providing the latter is received timely 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. The particulars of the proposal documents will remain confidential until final award of the contract. Only final points and ranking of proposals will be openly disclosed prior to approval by the Board of Commissioners.
- 3.7 **FORMAT OF RESPONSES:** To be considered, proponents must submit a complete response to the Request for Proposals. 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. Executive Summary.
 - B. Business Profile.
 - C. Experience and Capability.
 - D. Project Understanding and Methodology.
 - E. Other Relevant Facts/Information.

Each proposal must be submitted in one (1) original and five (5) bound copies to:

Ms. Victoria D. Godlock, CPPB
Procurement Specialist
(912) 790-1624
Chatham County Purchasing and Contracting Department
1117 Eisenhower Drive - Suite C
Savannah, GA 31406

Technical questions relating to the proposal may be directed to the County in writing through the Purchasing Agent. Telephone inquiries may be directed to Ms. Victoria D. Godlock, CPPB, Procurement Specialist, at (912) 790-1624.

- 3.7 COMPENSATION: Fee proposals will be submitted in a separate envelope, clearly marked with the RFP number and title and submitted with proposal. The County has attempted in SECTION V to provide as much information about the project as possible to enable firms to structure the most cost effective offer.
- 3.8 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.
- 3.9 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.
- 3.10 EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this contract, the CONTRACTOR agrees as follows:

The Contractor 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.

SECTION IV SPECIAL CONDITIONS

- 4.1 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 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/FBE firms, consultants and employees will also be considered in the evaluation of proposals.
- 4.3 *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 which will be scheduled after receipt of the written proposal.
- 4.4 TERM OF CONTRACT: The term of the contract will be for one (1) year with automatic renewal options for four (4) additional one year terms, unless the Board takes action to not renew the contract.
- 4.5 PROPOSALS MUST BE RESPONSIVE TO:
- 4.5.1 EXECUTIVE SUMMARY: The Executive Summary of the Proposal shall be limited to three (3) single-spaced typewritten pages. The purpose of the

Executive Summary is to provide a high-level description of the offeror's ability to meet the requirements of the RFP.

4.5.2 ***BUSINESS PROFILE***: State the full name, address, and telephone number of your organization and include:

- 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. Credentials may be subject to verification.
- C. Provide at least three (3) governmental references. Proposer must disclose existing governmental contracts of similar nature and the term limits of those contracts that are within a 100 mile radius of Chatham County.
- D. 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 current status on date of completion.
- E. 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.
- F. Provide a copy of the company's disaster response policies and/or plan. Provide documentation of company's financial strength.
- 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(s) for the termination.
- J. Must have experience in administering all aspects of federal disaster and mitigation program.
- K. Must have experience with reporting to the State of Georgia Emergency Management (GEMA).
- L. Must document complete and full working knowledge of numerous

FEMA documents including Public Assistance Guide (FEMA 322), Public Assistance Handbook (FEMA 323), and the Public Assistance Debris Management Guide (FEMA 325).

- M. Must meet Emergency Management Program accreditation requirements as outlined in NFPA 1600.
- N. Key personnel must be trained in National Incident Management Systems (NIMS) for Public Works including copies of Incident Command System certifications.

4.5.3 **METHODOLOGY/IMPLEMENTATION PLAN:** Discuss the approach to rendering the required services. 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:

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

4.5.4 **FEE PROPOSAL:** Provide your fee on the fee proposal form provided as part of Step 3. All fees will be based on a fixed fee. Fees provided must be all inclusive and cover any item which may normally be regarded as reimbursable. **ONLY THE ORIGINAL OF FEE PROPOSAL IS REQUIRED.** All fee proposals shall be sealed in a "separate" #10 envelope, clearly marked with the RFP number and title, and submitted WITH PROPOSAL. Fee Proposals will be considered from those firms that are "Short Listed".

- 4.6 All proposals must remain valid for a period of *not less than ninety (90) days* from due date of proposal.
- 4.7 All respondents must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.
- 4.8 The County shall have sole discretion in evaluating both the responses and qualifications of the respondents.
- 4.9 **CONTRACT:** The successful respondent will be expected to execute a contract within 30 days of notice to award. Upon award of the contract, the proponent shall be bound to

deliver services under the terms and conditions of this document and any negotiations which may occur. The County shall be bound on the said terms and conditions to procure the services described and remit payment to the proponent when services are completed and accepted.

- 4.10 **PERFORMANCE AND APPROVAL OF SUB-CONSULTANTS:** The proponent will perform the project as an independent contractor and not as an agent or employee of the County. Joint ventures and sub-consultant arrangements are not prohibited; however, the proponent shall secure written permission from Chatham County before subcontracting any part of this service. Such permission should be obtained during the proposal evaluation stage. Proponents are encouraged to use Minority/Woman Business Enterprises/Local Sub-Contractors and are reminded of reporting requirements when utilizing these arrangements.
- 4.11 **LICENSES, PERMITS, TAXES:** The price or prices for the work shall include full compensation for all fees that the proponent is or may be required to pay.
- 4.12 **CHANGES:** In the event a contract is awarded, the County may, at any time during the contract period, make changes within the general scope of the contract and its technical provisions. If any such change causes any increase or decrease in the proponent's cost of performing any part of the contract, whether changed or not changed by any such notice, an equitable adjustment shall be made in the contract prices, or in the time of performance, or in both. A written memorandum of such adjustment shall be made. Any claim by the proponent for an equitable adjustment shall be supported by detailed cost and pricing data, which the County shall have the right to verify by audit of the proponent's records or, at the County's election, by other appropriate means. Any claim by the proponent for an equitable adjustment shall be made in writing and prior to proceeding with the additional services or capital investments. The County may accept and act upon claims made later if, in the County's sole discretion, circumstances justify so doing. Nothing in this clause shall excuse the proponent from proceeding with performance of this contract in accordance with its original terms and conditions and any approved changes.
- 4.13 **TERMINATION OF CONTRACT:** Each party to the contract shall have the right to terminate any contract to be made hereunder for its convenience by giving the proponent written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The proponent shall be paid for services rendered and not in question or dispute through the effective date of such termination. Further, provided a contract is awarded, if a proponent shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the proponent at issue, terminate the agreement with said proponent for such default. If this agreement is so terminated, the proponent shall be paid only for work satisfactorily completed.
- 4.14 **ASSIGNMENT:** The Contractor shall not assign or transfer any interest of the contract without prior written consent of the County.

SECTION V

TECHNICAL SPECIFICATIONS

5.1 **BACKGROUND AND OBJECTIVES:** The purpose of this Request for Proposal is to solicit competitive proposals to provide Disaster Recovery Services (Debris Removal) for the unincorporated areas of Chatham County.

5.2 **SCOPE OF WORK:** 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:

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

- Emergency county-wide road clearance also known as the “Initial Push”.
- Debris removal from public property (road right-of-way, storm water structures and open channels, parks, etc.)
- Debris removal from private property
- Temporary staging, reduction and transportation of debris for disposal
- Site reclaiming to temporary staging site(s)
- Tree stump removal, transportation and disposal
- Hazardous waste abatement
- Sand screening
- Documentation and assistance with processing of all documents for reimbursements

5.3 General Scope of Work

5.3.1 Chatham County debris management 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.

5.3.2 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. 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. Proponent will provide every opportunity for Local/Small/Minority/Female Contractors for sub-contracting when and should mobilization occur.

- 5.3.3 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.
- 5.3.4 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.
- 5.3.5 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.
- 5.3.6 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.
- 5.3.7 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.
- 5.3.8 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.
- 5.3.9 The contractor shall ensure that wherever non-English speaking crews are utilized, at least one crew supervisor must be fluent in English.
- 5.3.10 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.

- 5.3.11 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 and Park Services or his designee.

5.4 Debris Management

- 5.4.1 Debris Management operations is a function of the Chatham County Department of Public Works and Park Services (PW & PS) in accordance with ESF 3 (Emergency Support Function) of the County's Emergency Operation Plan. Public Works and Park Services 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.
- 5.4.2 In addition to using authorized agencies forces 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. It is anticipated that the contractor will use local subcontractors.
- 5.4.3 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 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 temporary debris storage reduction "TDSR" sites. The term temporary debris management site is frequently used in the business of debris management. For purposes of the contract the terms "TDSR" site and temporary debris management site are considered to be synonymous. If 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.
- 5.4.4 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.

- 5.4.5 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.
- 5.4.6 The contractor will operate the tdsr 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.
- 5.4.7 The County may also establish designated homeowner drop-off sites. The contractor will be responsible for removing all debris from those sites daily.
- 5.4.8 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 following four 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.
- 5.4.9 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.

5.4.10 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.

5.4.11 The County intends to perform debris clearance for access with their own forces or under existing contractual agreements between the authorized agencies and local firms. This is traditionally referred to as the “initial 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 contractor may be called on to provide this service.

- 5.4.12 This “initial push” clearance is to be considered a supplemental service. It is anticipated that debris clearance activities would be conducted, if needed, on a time and material basis with a limit of 72 hours using the negotiated rates in the price proposal.

5.5 Debris Removal and Disposal Operations

- 5.5.1 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.
- 5.5.2 All rates are to include all related cost 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. Contractor 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.
- 5.5.3 The debris, once loaded and removed from the public right-of-way or other public property, shall become the property of the contractor, unless otherwise negotiated by the County. The County will provide “TDSR” sites, to the extent they are available, for the contractor’s use in volume reduction efforts and recycling programs.

5.6 Temporary Debris and Storage Reduction Sites (TDSR)

- 5.6.1 The work shall consist of managing the operations of a “TDSR” 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.
- 5.6.2 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.
- 5.6.3 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.

- 5.6.4 The contractor(s) shall be responsible for installing site security measures and maintaining security for operation at the site.
- 5.6.5 The contractor(s) shall manage the site to minimize the risk of fire.
- 5.6.6 Contractor shall provide a “TDSR” Foreman. The “TDSR” 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 “TDSR” site foreman will coordinate directly with the County’s/authorized agency’s site monitor.
- 5.6.7 The “TDSR” 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.
- 5.6.8 The contractor will provide a “TDSR” site management plan.
- 5.6.9 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
- Site preparation – clearing, erosion, and grinding
- Location of incineration operations and grinding operations (if required).
- Burning operations require a 200-foot clearance from the stockpile and 500-foot clearance from structures, roadways or wooded areas.
- Location of existing structures or sensitive areas requiring protection

5.7 Equipment

- 5.7.1 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.

- 5.7.2 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.
- 5.7.3 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.
- 5.7.4 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.
- 5.7.5 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.

5.8 Securing Debris

- 5.8.1 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.

5.9 Equipment Signage

- 5.9.1 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.

5.10 Other Considerations

- 5.10.1 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.
- 5.10.2 The contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.
- 5.10.3 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. Additionally, the contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of the contract.
- 5.10.4 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 "tdsr" 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

“TDSR” site by a County “TDSR” site (disposal) monitor. The estimated quantity will be recorded on the load ticket. The County “TDSR” 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 land fill 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.

- 5.10.5 The County “TDSR” 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. Trucks are assumed to be carrying 100% full loads, but 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.

5.11 Inspection Tower

- 5.11.1 The contractor shall construct an inspection tower at each “TDSR” site. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8’by 8’, constructed of 2” x 8” joists, 16” o.c. with $\frac{3}{4}$ ” plywood supported by a minimum of four 6” x 6” posts. A 4-foot high wall constructed of 2” x 4” studs and $\frac{1}{2}$ ” plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6’– 6” of headroom below the support beams. 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 “TDSR” site, including the inspection tower, will be periodically inspected for compliance with FEMA and OSHA safety criteria.

5.12 Private Property Access

- 5.12.1 The contractor is not authorized to perform work on private property and shall not seek or accept requests from private property owners to perform debris clearing or removal activities.

5.13 Recycling Program

- 5.13.1 Recycling of debris removed by the contractor is encouraged. The contractor may be able to assume ownership of the debris upon collection and removal from rights-of-way or public property.

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

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

5.14 Debris Collection Efficiency/Cleanliness

5.14.1 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.

5.15 Damages to Public or Private Property

5.15.1 The contractor shall be responsible for any damage to private or public property that results from his debris collection and removal activities. Disagreements will be settled through negotiations. The contractor shall supply the County with semi-weekly lists showing all damage claims that have been settled and all claim issues that remain outstanding.

5.16 Tree and Limb Removal with Specialized Equipment

5.16.1 The contractor may be required to remove hazardous hanging limbs and branches over right-of-ways and public property that have not completely fallen to the ground and 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.

5.17 Removal of Hazardous Stumps

5.17.1 The contractor may be required to remove 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.

5.18 Contractor(s) Petroleum, Oil, Lubricant (POL) Spills

5.18.1 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.

5.18.2 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.

5.19 METHOD OF EVALUATION:

The following factors will be considered by the Selection Committee in the evaluation of this proposal. The factors to be evaluated will not necessarily be evaluated in the order presented:

5.19.1 Demonstrated understanding of the scope of services.

5.19.2 Experience in providing disaster recovery services.

5.19.3 Reputation of the firm based on references.

5.19.4 Oral presentation (if requested).

5.19.5 Proposed fees for services - Please Note: Fee proposals will only be considered from those firm’s that are “Short Listed” as part of Step 3.

5.20 REFERENCES:

Please provide at least five (5) current or past clients for who you provided the same or similar services within the last five (5) years. At least three (3) should be governmental references. Please provide the client’s name, address, phone number, and contact person.

5.21 BASIS FOR FEE PROPOSAL (PRICING):

PROVIDE YOUR FEES ON THE FEE PROPOSAL FORM PROVIDED HEREIN. ONLY THE ORIGINAL OF FEE PROPOSAL IS REQUIRED. ALL FEE PROPOSALS WILL BE SEALED IN A # 10 ENVELOPE, CLEARLY MARKED WITH THE RFP NUMBER AND TITLE, AND SUBMITTED WITH PROPOSAL. FEE PROPOSALS WILL ONLY BE CONSIDERED FROM THOSE FIRMS THAT ARE “SHORT LISTED”.

SECTION VI

EVALUATION AND AWARD

DISASTER RECOVERY SERVICES FOR CHATHAM COUNTY PUBLIC WORKS
AND PARK SERVICES

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 Services requested.*

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

<i>Evaluating Factor:</i>	<i>Points Possible:</i>
<i>Qualifications and References:</i> Qualifications of the firm, individual, and sub-consultants assigned to the project. Quality of team assigned to project; Identifies the roles and responsibilities of each team member. Educational background, training and certifications; Provides a minimum of five (5) references of agencies or firms that firm has provided the same or similar services; Financial strength of Company. Reputation of firm. Provide the number of staff to be assigned. Minority/Women Business Enterprise/Local Sub-Contractor Compliant.	20
<i>Experience and Capability:</i> Three (3) existing governmental contracts of similar nature and are within a 100 mile radius of Chatham County. Location and availability of firm; Experience in Federal Disaster and Mitigation Program. Documented knowledge of numerous FEMA documents. Licensed to do business in the State of Georgia. Meets Emergency Management Program Accreditations. Certified in the National Incident Management System (NIMS).	35
<i>Project Understanding and Methodology:</i> Demonstrated understanding of the scope of service. Methodology and approach to work (i.e. the scope, quality, and cost of the proposed plan. Demonstrates “how” services will be provided and what support services are required by Chatham County; Listing of Equipment, owned, leased sub-contracted.	45

STEP 2- INTERVIEWS/PRESENTATIONS- IF REQUIRED (*TOTAL POSSIBLE POINTS: 35*)

FEE PROPOSAL/COST DATA (*TOTAL POSSIBLE POINTS: 15*)

6.2 CONTRACT AWARD:

- 6.2.1 Successful Proponent shall submit his/her firms' contractual issues for consideration in the Chatham County contract. Proposals will become part of the contract.
- 6.2.2 No work shall be performed under the contract until a contract has been fully executed by both parties. A Notice- to- Proceed will be issued by Chatham County.

REQUEST FOR PROPOSAL
CHATHAM COUNTY, GEORGIA
FEE PROPOSAL FORM
RFP NO. P10-16-3
DISASTER RECOVERY SERVICES (DEBRIS REMOVAL) FOR CHATHAM COUNTY
PUBLIC WORKS AND PARK SERVICES

I have read and understand the requirements of this proposal, RFP #P10-5-3, and agree to provide the required services in accordance with this proposal, and all other attachments, exhibits, etc. I understand that the County will not be responsible for the reimbursement of any costs not specifically set forth in this proposal.

ANNUAL: _____/TOTAL

*** (PLEASE ATTACHED FEE SCHEDULE) ***

FIRM NAME: _____

PROPOSER: _____

SIGNATURE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____

FAX NUMBER: _____

E-MAIL: _____

BUSINESS TAX CERTIFICATE/LICENSE NUMBER: _____

CITY/COUNTY/STATE: _____

MINORITY BUSINESS ENTERPRISE? _____ /YES _____ /NO

MINORITY CLASSIFICATION: _____

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 full.

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 that a drug-free workplace will be provided for the employees during the performance of this contract known as DISASTER RECOVERY SERVICES(DEBRIS REMOVAL) FOR CHATHAM COUNTY PUBLIC WORKS AND PARK SERVICES- RFP # 10-16-3

pursuant to paragraph (7), of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

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 procurement *(DISASTER RECOVERY SERVICES(DEBRIS REMOVAL) FOR CHATHAM COUNTY PUBLIC WORKS AND PARK SERVICES- RFP #P10-16-3),*
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 an 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"

LETTER OF INTENT TO PERFORM AS A MINORITY/WOMEN BUSINESS ENTERPRISE
SUBCONTRACTOR/JOINT VENTURE PARTNER

*THIS FORM MUST BE COMPLETED BY THE SUCCESSFUL SUB-CONTRACTOR AND SUBMITTED
BY THE APPARENT SUCCESSFUL BIDDER OR PROPOSER BEFORE APPROVAL OF CONTRACT
AWARD IS REQUESTED BY COUNTY STAFF FROM THE BOARD OF COMMISSIONERS.*

PROJECT: RFP #P10-16-3 DISASTER RECOVERY SERVICES (DEBRIS REMOVAL) FOR
CHATHAM COUNTY PUBLIC WORKS AND PARK SERVICES

PROPOSER: _____

DATE: _____

The undersigned has agreed to perform work in connection with the above project as:

_____ a sole proprietorship (individual) _____ a corporation

_____ a partnership _____ a joint venture

Detailed description of work items to be performed:

at the following price \$ _____.

Type or Print Name of M/WBE Sub-Contractor
By: _____

Title: _____

Printed Name: _____

The undersigned will enter into a written agreement with the above M/WBE Contractor for the work described upon award and execution of a contract with Chatham County.

Typed or Print Name of Firm

Signature: _____ Title: _____

Printed Name: _____ Date: _____

ATTACHMENT "E"

MINORITY/WOMEN BUSINESS ENTERPRISE ASSURANCE STATEMENT (Sample- Original to be provided on Company Letterhead)

SUBJECT: Request for Proposal No. P10-16-3 for Disaster Recovery services(Debris Removal) for Chatham County Public Works and Park Services.

The _____, having submitted a proposal for the above referenced
(Company)

project, states that, contingent upon award of this contract to our company, we plan on Minority/Women

Business Enterprise (M/WBE) participation as follows:

M/WBE Subcontractor(s)	Minority (African-American) Goal- 12%	Woman Owned Goal- 5%
1. Firm Name: Work to be performed: Dollar Value:		
2. Firm Name: Work to be performed: Dollar Value:		
3. Etc.		

For this contract, the M/WBE goal is _____%. The total dollar value of M/WBE participation listed above is \$_____ which is _____ % of the total bid amount. Completed schedules for use in certifying M/WBE are enclosed, or have been previously filed for each of the firms shown above. If the above listed M/WBE firms are not certifiable, we shall immediately seek another certifiable M/WBE firm.

Sincerely,

(Signature)

(Title)

(Date)

ATTACHMENT “D”

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 contractor 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 _____

2010 by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State:

ATTACHMENT “E”

IMMIGRATION AND SECURITY FORM

SB529 (The GA Security and Immigration and Compliance Act) requires contractors to file an affidavit that the contractor and its subcontractors have registered and participate in a federal work authorization program intended to insure that only lawful citizens or lawful immigrants are employed by the contractor or subcontractor. This requirement of SB529 is a phased-in affidavit filing requirement based on the size of the contractor. Contractors with 500 or more employees are required to file an affidavit of compliance beginning 7/1/07. However, because the requirement is set forth in OCGA 13-10-91 which is a part of Chapter 10 of Title 13 governing public works contracts, the affidavit filing requirements of SB529 therefore only apply to public works contracts.

A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq. Contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

Signature

Title

Firm Name: _____
Street/Mailing Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Email Address: _____

IS Form 529, Chatham County Purchasing & Contracting 1 July 2008

ATTACHMENT "F"

CONTRACTOR AFFIDAVIT AND AGREEMENT

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 contracting with (name of public employer) has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with (name of public employer), contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the (name of the public employer) at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 2010

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot

Program” operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

ATTACHMENT “G”

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 2010

Notary Public
My Commission Expires:

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

LEGAL NOTICE

CC NO. 164129

The purpose of this Request for Proposal is to solicit competitive proposals to provide Disaster Recovery Services (Debris Removal) for the unincorporated areas of Chatham County. Request for Proposal, No. P.10-16-3.

A PRE-PROPOSAL conference will be conducted on 21 APRIL 2010, 10:00 A.M., in the Purchasing Agent Conference Room, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, to discuss the specifications and to resolve any questions and/or misunderstanding that may arise. Firms are required to attend.

Proposals are due by 5 MAY 2010, 2:00 P.M. (LOCAL TIME) and must be mailed or hand delivered to the Chatham County Purchasing Office, 1117 Eisenhower Drive, Suite C, Savannah, Georgia.

A copy of this Request for Proposal is available in Chatham County Purchasing Office, 1117 Eisenhower Drive, Suite C, Savannah, Georgia. For additional information concerning specifications, please contact Ms. Victoria D. Godlock, CPPB, Procurement Specialist, at (912) 790-1624. Specifications are also available on and can be downloaded from the County's website at <http://purchasing.chathamcounty.org>

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

WILLIAM R. PARSON, CPPO, PURCHASING AGENT
CHATHAM COUNTY, GEORGIA

- Savannah News- INSERT: 31 Mar; 7, 15 April 2010

NEWS ONLY-

Please send two copies of affidavit to:

Chatham County Purchasing Department
P.O. Box 15180
Savannah, GA 31416
(912) 790-1619, or (912) 790-1624.