

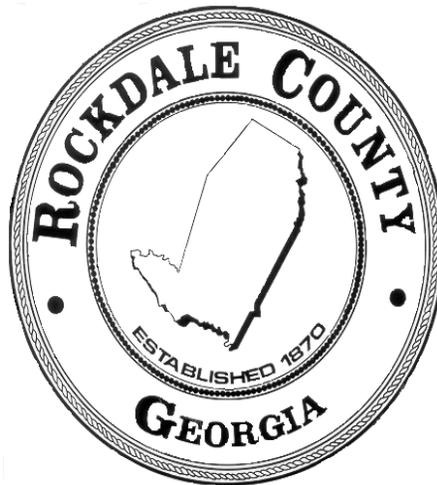
REQUEST FOR PROPOSALS

No. 21-08

ROCKDALE COUNTY, GEORGIA

July 28, 2021

Standby Contract: Debris Removal for EMA



**ROCKDALE COUNTY FINANCE DEPARTMENT
PROCUREMENT OFFICE
958 Milstead Avenue
CONYERS, GA 30012
770-278-7552**

INTRODUCTION:

Rockdale County is requesting Competitive Sealed Proposals for a **Standby Contract for the Emergency Removal of Debris generated in the event of natural or manmade disaster from County owned property, public property, easements, and right -of-ways within the County of Rockdale for the Emergency Management Agency.** All work must be done in compliance with Federal, State, local law and FEMA Rules and Regulations as Rockdale County seeks FEMA reimbursement. Instructions for preparation and submission of a proposal are contained in this packet. Proposals must be typed or printed in ink.

Rockdale County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, handicap or veterans status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Rockdale County.

PURCHASING CONTACT FOR THIS REQUEST:

All questions concerning this RFP and all questions arising subsequent to award are to be addressed to the Purchasing Division via email to Meagan Porch, Buyer, at meagan.porch@rockdalecountyga.gov or the following address:

Rockdale County Finance Department
Purchasing Division
Attn: Meagan Porch
958 Milstead Avenue
Conyers, GA 30012
Phone: (770) 278-7557, Fax: (770) 278-8910
E-mail: meagan.porch@rockdalecountyga.gov

To maintain a “level playing field”, and to assure that all proposers receive the same information, proposers are requested **NOT** to contact anyone other than the contact above until after the award of the contract. Doing so could result in disqualification of the proposer.

PROPOSAL COPIES FOR EVALUATION:

Technical Proposal:

Two (2) hard copies and one (1) original hard copy and one Flash Drive in Adobe PDF format will be required for review purposes. (*Original must be clearly marked “Original” and the Copies clearly marked “Copies.”*). Flash Drives that are blank or have incorrect information on them will not be acceptable and may be justification for disqualification. Check your Flash Drive(s) to ensure that they have the appropriate material on it before submitting.

Price Proposal:

One (1) hard copy of the price proposal form is required to be submitted in a separate sealed envelope labeled “Proposal Form”.

CONTRACT TERM:

The Contract Term will be one year with the option to renew four additional one-year terms, renewable each year.

DUE DATE:

Sealed proposals will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, August 19, 2021.** Proposals received after this time will not be accepted.

PRE-PROPOSAL CONFERENCE:

N/A

QUESTIONS AND CLARIFICATIONS:

All questions and requests for clarifications concerning this RFP must be submitted to the Purchasing Division via email to meagan.porch@rockdalecountyga.gov or at the above address no later than **2:00 p.m., local time, on Thursday, August 12, 2021**. It shall be the proposers responsibility to seek clarification as early as possible prior to the due date and time. Written responses from the County to the questions it receives will be in an addendum and posted to the County's website at www.rockdalecountyga.gov, under Bid Opportunities. Questions or requests for clarifications received after this deadline will not receive a response.

ADDENDA:

Answers to questions submitted that materially change the conditions and specifications of this RFP will be issued in an addendum and posted to the County's website at www.rockdalecountyga.gov Bid Opportunities. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

It is the proposer's responsibility to check the Rockdale County website at www.rockdalecountyga.gov, Bid Opportunities for any addenda that may be issued, prior to submitting a proposal for this RFP.

LOCAL VENDOR PREFERENCE POLICY

The Rockdale County Board of Commissioners adopted a Local Vendor Preference Policy on March 26, 2013. The policy will apply to all qualified Invitations to Bids and Request for Proposals after May 1, 2013. The Local Vendor Preference Policy allows Rockdale County vendors to get an extra 5 points on the evaluation criteria scoring for Request for Proposal. The Policy will give the local bidder the opportunity to match the price of a non-local vendor's bid price if they are low and within 5% of the low bidder's price on Invitation to Bids. A copy of the Policy may be downloaded from the County website at www.rockdalecountyga.gov Bid Opportunities.

The Local Vendor Preference Policy: will apply to this RFP.

QUALIFICATIONS OF OFFERORS:

Proposers must have a current business license from their home-based jurisdiction and provide a copy of that license with the submittal of their proposal response.

Proposals from any offeror that is in default on the payment of any taxes, license fees, or other monies due to Rockdale County will not be accepted.

Any contractor submitting a Proposal must complete the Contractor's Qualification Statement and Questionnaire if provided in this package.

In evaluating Proposals, the County may seek additional information from any contractor concerning such contractor's proposal or its qualifications to construct the Project.

Proposers are to submit at least **three (3) references** from projects with similar experience using the materials and process in this RFP.

PROPRIETARY INFORMATION

Careful consideration should be given before submitting confidential information to Rockdale County. The Georgia Open Records Act permits public scrutiny of most materials collected as part of this process. Please clearly mark any information that is considered a trade secret, as defined by the Georgia Trade Secrets Act of 1990, O.C.G.A. §10-1-760 et seq., as trade secrets are exempt from disclosure under the Open Records Act. Rockdale County does not guarantee the confidentiality of any information not clearly marked as a trade secret.

FINANCIAL STABILITY

The Offeror will provide financial information that would allow proposal evaluators to ascertain the financial stability of the firm.

- If a public company, the Offeror will provide their most recent audited financial report.
- If a private company, the Offeror will provide a copy of their most recent internal financial statement, and/or a letter from their financial institution, on the financial institution's letterhead, stating the Offeror is in good standing with that financial institution.

SELECTION PROCESS:

The Rockdale County Procurement Office and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee.

This is a past performance/quality/price trade-off source selection in which competing offeror's past and present performance history and product quality will be evaluated on a basis approximately equal to price. Award will be made to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors listed below. Rockdale County Board of Commissioners may reject any or all proposals and to waive any technicalities or informalities if such action is in the county's interest.

Rockdale County may evaluate proposals and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The County reserves the right to conduct discussions if the County later determines them to be necessary.

Proposers will be evaluated based on the following criteria and may be called in for an interview. The County intends to award the contract to the responsible and responsive contractor whose proposal is determined in writing to be the most advantageous to the County taking into consideration all of the evaluation criteria.

EVALUATION CRITERIA:

Offerors will be evaluated based on the following criteria and may be called in for an interview.

Respondents will have their submissions evaluated and scored. Submissions will be evaluated to assess the respondent's ability to provide anticipated services for Rockdale County. Rockdale County shall be the sole judge of the quality and the applicability of all statements of qualifications. Approach, scope, overall quality, local facilities, terms, and other pertinent considerations will be taken into account in determining acceptability.

Selection Committee shall evaluate and rank the statements of qualifications based on the following criteria:

- Staffing and Availability – Evaluation of the list of personnel specifically assigned to the RFP proposed project, including their qualifications, overall experience and recent experience on projects of similar nature and complexity to the proposed project. Organization and Staffing, evaluation of the work load of the proposing firm and the staffing to be assigned to the proposed project; time schedule of the Proposer in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to the County. **(35%)**
- Experience/Performance – Review of personnel qualifications and experience. Management approach to projects, past performance on projects of similar nature and complexity as the proposed project. Evaluation of client references including but not limited to references submitted in qualification response; overall responsiveness to County's needs. Provider financial capability, qualifications and experience. **(45%)**
- Approach – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy and responsiveness to the required information of the request for proposals. **(20%)**

INTERVIEWS

Interviews may be scheduled. Interviews will be informal and will provide respondents with an opportunity to answer any questions the selection team may have on a submission.

INSURANCE:

Before starting any work, the successful contractor must furnish to Rockdale County certificate(s) of insurance from companies doing business in Georgia. The Company shall maintain in full force and effect the following insurance during the term of the Agreement:

Coverages:	Limits of Liability:
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Personal & Advertising Injury Limit	\$1,000,000.00
Products / Completed Ops.	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property Damage	\$1,000,000.00 each occurrence
Liability	
General Liability	\$1,000,000.00
Excess Umbrella Liability	\$3,000,000.00

All insurance shall be provided by an insurer(s) acceptable to the County, and shall provide for thirty (30) days prior notice of cancellation to the County. Upon contract award, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Rockdale, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies using ISO Additional Insured Endorsement forms CG 2010 or its equivalent. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of Rockdale County, Georgia.

The insurance carrier must have a minimum rating of A or higher as determined by the rating firm A.M. Best.

Certificates must contain policy number, policy limits, and policy expiration date of all policies. The Request for Proposals (RFP) number and project name must be inserted in the Description of Operations section of the certificate.

Certificates are to be issued to:

Rockdale County, Georgia
958 Milstead Avenue
Conyers, GA 30012

BONDS:

N/A

PERMITS:

The awarded contractor will be responsible for acquiring any permits that are required for this project/purchase. Rockdale County will waive fees on all permits issued by Rockdale County.

AWARD OF CONTRACT

The Rockdale County Procurement Office and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee.

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a Qualification package in response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- A. The form must be signed by an authorized officer of the contractor or their authorized agent.
- B. The form must be notarized.
- C. The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.**

GENERAL INFORMATION

No proposals received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to Rockdale County for the premature opening of a proposal not properly addressed and identified.

WITHDRAWAL OF PROPOSAL:

A proposer may withdraw his proposal before the proposal due date, without prejudice to the proposer, by submitting a written request of withdrawal to the Rockdale County Procurement Office.

REJECTION OF PROPOSAL:

Rockdale County may reject any and all proposals and must reject a proposal of any party who has been delinquent or unfaithful in any formal contract with Rockdale County. Also, the right is reserved to waive any irregularities or informalities in any proposal in the proposing procedure. Rockdale County shall be the sole judge as to which proposal is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various proposers.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

The proposer may be required, upon request, to prove to the satisfaction of Rockdale County that he/she has the skill, experience, necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any proposer is not satisfactory, the proposal of such proposer may be rejected. The successful proposer is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

NON-COLLUSION AFFIDAVIT:

By submitting a proposal, the proposer represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from proposing and that the proposer has not in any manner sought by collusion to secure to that proposer any advantage over any other proposer.

INTEREST OF:

By submitting a proposal, the proposer represents and warrants that a Commissioner, Administrator, employee, nor any other person employed by Rockdale County has, in any manner, an interest, directly or indirectly, in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

DOCUMENTS DEEMED PART OF THE CONTRACT:

The notice, invitation to proposers, general conditions, and instructions for proposers, special conditions, specifications, proposal, and addenda, if any, will be deemed part of the contract.

STANDARD INSTRUCTIONS

1. The instructions contained herein shall be construed as a part of any proposal invitation and/or specifications issued by Rockdale County and must be followed by each proposer.
2. The written specifications contained in this proposal shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this proposal may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the proposal price.
4. The following number, RFP No. **21-08** must be written clearly on the outside of each proposal envelope in order to avoid prior opening in error.
5. All proposals must be received and in-hand at proposal due date and time. Each proposer assumes the responsibility for having his/her proposal received at the designated time and place of proposal due date. Proposals received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
6. Unless otherwise stated, all proposals submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
7. Each proposal form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the proposal. When submitting a proposal to Rockdale County the Proposal Form must be submitted in a separate sealed envelope labeled "Proposal Form".
8. Rockdale County reserves the right to accept a proposal that is not the lowest price if, in the County's judgment, such proposal is in the best interest of the County and the public. The County reserves the right to reject any and all proposals.
9. Telephone, Emailed or Facsimile proposals will not be accepted.
10. No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.
 - i. Federal I.D. #58-6000882
 - ii. Sales Tax Exempt #58-800068K
11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any proposal on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
13. Proposers shall state delivery time after receiving order.
14. Proposers shall identify any subcontractors and include an explanation of the service or product that they may provide.

Contractor must meet the following general conditions:

- 1) be able to provide services to pick up, load, haul and dispose of storm related debris as defined in the Contract for Services as set forth in the General Conditions, Scope of Services and all attachments and exhibits as required in this RFP;
- 2) be willing and capable of performing the Services, including but not limited to, proper documentation preparation, management and event closure;
- 3) be knowledgeable and have experience in provision of the conditions and Services as described herein;
- 4) be able to perform the Services and any other agreed to services in a timely manner, within the Contractual time limit of this Contract; and
- 5) have the resources necessary to meet the Contractual obligations of this Contract.
- 6) utilize local contractors for sub-contract work whenever prudent and possible as the need for additional contractors arise.
- 7) agree to remain solely responsible for any and all sub-contractors for which they hire; the County will hold no liability for these sub-contractors. In addition; winning bidder will ensure any sub-contractor meets all standards the County sets forth to work in the County and the winning bidder is solely responsible for contact, contract, payment and management of any sub-contractor with whom they choose to do business.
- 8) agrees to comply with all of the federally mandated requirements and timetables in accordance with the Stafford Act and its various amendments to ensure timely federal reimbursement to Rockdale County.
- 9) agrees the contract fully contemplates that the vendor will meet all United States Federal Emergency Management requirement for debris removal after a disaster. The vendor agrees to meet all FEMA requirements for debris removal in accordance with the United States Department of Homeland Security Federal Emergency Management Recovery

GENERAL CONDITIONS

1. **Services:** Contractor must review the Scope of Services attached hereto as Exhibit "A" and provide support for the fact that it has sufficient resources, experience and expertise as is necessary to identify all work elements.

The Contractor's representative and liaison to the County during the performance of this Contract shall be the EMA Director, Dan Morgan, his cell phone number is (678) 526-3915. The field point of contact on activation of the contract will be the Rockdale County Road Department Director, John Moretto, his cell phone number is (470) 529-5967. The EMA office phone number is (770) 278-8405. The EMA fax number is (770) 278-8905. All hard copy correspondence should be forwarded through the EMA office. Both contacts may appoint someone in his or her stead. The County reserves the right to require replacement of representative of Contractor, if in the opinion of the County, problems or deficiencies with the representative are identified.

2. **Payment to Contractor:**

- A. On activation of this contract, the Contractor shall be paid for the Services rendered and accepted in accordance with the unit prices for units of eligible debris loaded, hauled, and disposed of including clean-up of disposal site. To receive payment under this Contract, Contractor shall submit an invoice to the County Project Manager for debris hauled to each disposal site, which shall be reconciled from daily load tickets and daily operational reports that are also copied to the County Project Manager. Contractor shall be paid solely on the tickets issued and verified by the County assigned or hired monitors at the disposal site(s) and approved by the Project Manager. All loads hauled shall be full and well compacted. When a load is delivered, the driver shall provide the County monitor with the load ticket. The monitor at the disposal site will rate each load as a percent (%) of fully loaded capacity as predetermined through truck or trailer bed measurement by the monitor.
- B. Disposal of all debris at the county approved and EPD permitted debris site shall be the responsibility of the Contractor. It is the responsibility of the Contractor to ensure that all debris is removed and disposed of in accordance with all laws and regulations of Rockdale County, State of Georgia, and Federal agencies. It is further the Contractor responsibility to obtain all permits that may be required throughout the duration of the operation. This includes daily burn permits should a burn operation be conducted.
- C. Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes and fees, of all sub-contractors, necessary materials and shall furnish and pay for all the superintendents, labor, tool, equipment, transportation, reduction and disposal, and perform all other work required for the removal of all storm debris, as defined herein, in strict accordance with this Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.
- D. All payments made to the Contractor shall be subject to a 5% retainage until after completion of all contract work to insure timely completion of the project and/or undiscovered damage to public or

private property. Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.

- E. All invoices received from Contractor pursuant to this Contract will be reviewed and approved by a County designated representative. Contractor acknowledges that all invoices properly submitted to the County will be paid within 30 calendar days of said submission for eligible work under this Contract.
- F. Contractor and anyone working for the Contractor **shall not self-deploy**, request for activation will be made through EMA with approval by the Commission Chairman and Finance Director. Contractor nor anyone working for the Contractor shall not be paid to handle, process, or dispose of debris that is unrelated to storm damage for which the Contractor is activated. Further, Contractor shall remove only eligible debris that originates within the County.
- G. The **estimated** amount of debris to be removed will be determined at the time of each disaster following a preliminary damage assessment performed by the Rockdale County Damage Assessment Volunteers as appointed by Rockdale County EMA. Amount will be calculated in approximate cubic yards and provided to Contractor. This amount is not guaranteed but will be a close estimate. This is only an estimate, and it is bidder's responsibility to survey debris within the County and determine for themselves the number of cubic yards of debris to be removed and to provide the County with a pre-work bid accordingly. The unit price and the number of units as determined by the monitors at the disposal site(s) will be used to establish all payments due to Contractor(s) and all will be supported through photographs of the loads, load tickets, field operations (including measurements of cuts and stumps taken by monitors not associated with the Contractor) and dump operations (including photos of the dump trucks hauling debris before they unload. In addition, all trucks the Contractor sends (whether their own or subbed) to work will be inspected for working tarps and measured utilizing guidance from FEMA and photographed and all drivers hired or subbed by the Contractor must have valid insurance and a valid driver license that can be produced and photographed by the Monitors before any work begins.
- H. Contractor shall not charge any resident, business or institution for work performed under this scope of work, nor shall Contractor or anyone employed or subcontracted by Contractor accept any individual monies from any resident, business, or institution for work under this Scope of Work. All working or subbed for the Contractor will only respond to collect debris from areas directed by the county and this does not include any private properties.
- I. Contractor shall clearly include the words "final invoice" on Contractor's final billing to the County. This statement by Contractor shall constitute Contractor's certification that all services have been properly and completely performed by Contractor and all costs have been properly invoiced to the County and that all such charges are for eligible services. Since this account will thereupon be closed, all further charges if not properly included on this final invoice shall be deemed to be waived by Contractor.

3. Inspection by Contractor: Contractor represents that it will inspect the areas where debris is to be collected and removed and will become familiar with the County Road system, road widths, and other factors that will affect the work to be performed. EMA will provide a map, list of roads with rights-of-way

and other needed items on activation. The Contractor must assure that he or she has not solely relied on any representation of conditions made by any officer, agent, or employee of the County. Contractor understands that any information provided by the County is meant only to assist the Contractor and Contractor agrees to rely on its own knowledge and investigation. Contractor must also acknowledge that it is prepared for potentially adverse working conditions including, but not limited to, limited fuel supplies, limited housing availability, limited food and water supplies and wet and muddy conditions, and that these factors were considered in determining the costs originally agreed upon by the parties.

4. Hours, Assigned Location, Method & Special Rules of Work:

- ✓ No truck shall operate until checked for working tarp and proper driver license and insurances, photographed, labeled, and recorded on FEMA paperwork and authorized by Dump Monitor.
- ✓ Contractor shall operate Monday thru Saturday, unless otherwise directed by the County's designated representative.
 - If school is in operation on activation, operating hours will begin and end either before or following bus drop off because the temporary debris storage and reduction site is in a travel corridor for school traffic.
 - All haulers must finish work in the field in time to return and dump 15 minutes before last light in order to operate dump site and field work safely. Anyone not able to return with a load by 15 minutes prior to sundown must return to the dump site and check in with the Monitor and park and be checked to dump the following morning (pre-load). They will not be allowed to leave the following morning until the trucks load is estimated by the Monitor and photographed and dumped.
- ✓ Removal of debris shall be restricted to between the hours from sunrise to dusk.
- ✓ The Dump Monitor will assign each truck and following Field Monitor an area pre-gridded by EMA. The Contractor will remain in that area until finished and/or reassigned by the Dump Monitor.
- ✓ Contractor shall devote such time, attention, and resources to the performance of Contractor's services and obligations hereunder as shall be necessary to complete this project.

5. Local Preference: In choosing materials related to its services under this Contract, the Contractor shall give preference to materials grown, produced, prepared, made, or manufactured locally and in the State of Georgia whenever possible. Contractor will make every effort to utilize and employ local subcontractors, equipment rental, supplies, fuel, and other locally available resources.

6. Time of the Essence: Performance Schedule

- A. Contractor understands that the deadline for reimbursement by FEMA is limited, and that time is of the essence in the performance of this Contract in order to help the county to get reimbursed the maximum FEMA allows.
- B. Contractor agrees to provide necessary insurance certificates and commence the performance of services under this Contract no later than seventy-two (72) hours after execution hereof.
- C. Prior to commencing debris removal operations Contractor(s) with the County's Project Manager's direction, shall provide a work plan showing where operations will begin, and which street/alleys/roads will be cleared.

- D. All activity associated with debris removal operations shall be performed during the hours stated. If a truck is loaded too late in the day to travel to the disposal site, the rules above (#5) will be followed.
- E. Maximum allowable time for completion shall be one hundred eighty (180) workdays unless the County initiates additions or deletions to the contract by written change orders. Both parties, pursuant to applicable county, state, and federal law, will equitably negotiate subsequent changes in cost and completion time.

Contractor agrees to work diligently to complete this Contract by the earliest possible date; however, in no event shall the time for completion of this Contract exceed 180 days from Notice to Proceed for complete performance in every respect under this Contract, unless agreed to in writing by both parties.

7. Liability and Indemnity:

- A. Contractor agrees that he shall be responsible for all damages and all liability to both public and private property in the performance of its duties under this Contract and shall report such damages to the County's designated representative as soon as possible.
- B. Contractor agrees to indemnify and save harmless the County, their officers, agents, monitors, representatives, employees and attorneys from and against any and all losses and claims, demands, payments, suits, actions and judgments of every kind, including, without limitation, attorneys fees and expenses for the total cost of review and defending same, that may be brought or recovered against them by reason of any action or omission of the Contractor, its agents or employees (including those of any of his sub-contractors) in the performance of work under this Contract.

8. Liability Insurance: The Contractor agrees to and shall procure and maintain during the duration of this Contract, Contractor's general public liability and property insurance, including auto liability and employer's liability coverage, insuring Contractor from all claims from personal injury, including death, and claims for destruction or damage to property arising out of or in connection with any operations under this Contract, whether such operations are by the Contractor or a subcontractor of the Contractor, and said insurance shall name, waive and hold harmless the County and is to be filed with the Rockdale County Clerk and shall list the County as an additional insured. All liability insurance must contain contractual action over claims cause. Insurance shall be written with limits of liability of not less than the following:

- A. \$1,000,000 primary limit for all damages arising out of bodily injury, including death, with umbrella coverage of \$4,000,000.
- B. \$1,000,000 primary limit for all property damage, with umbrella coverage of \$4,000,000.

9. Workers Compensation Insurance: Contractor shall provide and maintain Workers Compensation Insurance at its expense during the term of this Contract, in accordance with workers compensation laws of the state of Georgia, including occupational disease provisions, for all of the Contractor's employees, and in case any work is sublet, Contractor shall require any such subcontractor similarly to provide Workers Compensation Insurance, including occupational disease provisions, for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. In case employees engaged in hazardous work are not protected under the Workers Compensation Law, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance

for the protection of its employees not otherwise protected. Any uninsured subcontractors are hereby deemed to be covered by the Contractor's Workers Compensation coverage.

10. Expenses: Contractor shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the aforementioned insurance.

11. Subcontractor: All information required of submitting Contractor is also required from any proposed subcontractor or firm which Contractor expects to utilize. Contractor acknowledges that it is completely responsible for the action or inactions of its subcontractors. Contractor shall be responsible for the compliance of all subcontracting parties with the terms of this Contract and with any applicable county, state or federal laws or regulations. Contractors shall be solely responsible for the timely paying of its subcontractors. The County reserves the right to reject the selection of any subcontractor and to inspect the facilities and equipment of any subcontractor. Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If any subcontractor fails to perform or make progress, as required by this Contract, and the replacement of such subcontractor is necessary in order to complete the work hereunder in a timely fashion, the Contractor shall promptly replace such subcontractor subject the county's approval.

12. Personnel: Contractor represents and warrants to the County that Contractor has or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel required to perform the services under this Contract. The Contractor agrees to provide in the **Contractor's Technical Proposal**, the number of personnel that will be secured to provide the services described herein broken into categories by job titles. Such personnel shall not be deemed to be employees or agents of the County or to have any contractual relationship with the County. All services required of Contractor hereunder shall be performed by Contractor or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. The Contractor shall notify the County of any changes or substitutions in Contractor's key personnel. Contractor represents and warrants to the County that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Contractor shall remove from the work described in this Contract any person the County deems to be incompetent, careless, or otherwise objectionable.

13. Independent Contractor: At all times and under all conditions, Contractor shall continue to be an independent Contractor and shall not represent itself in any way as an agent of the County. As independent contractors, Contractor and all subcontractors are not entitled to any County employment benefits nor to obligate the County in any way.

14. Safety:

- A. Contractor shall comply with all county, state, and federal safety requirements, as well as OSHA standards related to this scope of work. All loads will be tarped at any time the hauling vehicle is in motion while returning to the dump site.
- B. Contractor shall be responsible for the conduct and actions of all its employees and subcontractors. Contractor's employees and subcontractors shall not exhibit any pattern of discourteous behavior to the public or otherwise act in a manner contrary to the best interests of

the County. All local, state, and federal laws will be followed by all that the Contractor employs or any that works on the Contractor's behalf.

- C. The Contractor shall be responsible for the control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract.
- D. The County Project Manager may suspend Contractor operations due to inclement weather such as lightning, ice etc. The performance period may be extended for such weather delays.

15. Measurement: Measurement for all debris removed shall be by the cubic yard as determined by the eligible debris delivered to the disposal site, as supported by the load ticket. Load tickets and photographs shall document measurement. Each truck will be measured prior to beginning work and labeled with the maximum load that they can haul. This is what the Dump Monitor will use in determining the amount loaded when the truck returns to dump.

16. Successors and Assigns: This Contract shall be binding upon the parties and their respective successors and assigns; provided, however, that this Contract may not be assigned by Contractor without the prior written consent of the County, which consent may be withheld at the sole and absolute discretion of the County. No provision hereof shall be deemed to create any personal liability on the part of any officer, agent, or monitor of the County, nor shall this Contract be deemed to create any rights of benefits to any person other than the County or Contractor. This provision shall not be deemed to prevent Contractor from utilizing subcontractors.

17. Progress Reports: Contractor shall submit reports to the County Project Manager regularly for the term of the Contract. Such reports shall contain, at a minimum, the Contractor's name, location of work, date, daily and cumulative totals of debris removed by vehicle and daily and cumulative totals of all debris removed. Discrepancies between these reports and the corresponding load tickets shall be reconciled no later than the following day. In case the discrepancy cannot be resolved the report with the lower amount shall be accepted.

18. Default: Either party shall be in default upon the failure to perform any material provision hereof. In the event of a default by the County, Contractor shall be entitled to exercise all rights and remedies available under the laws of the state. In the event of a default by Contractor, the County shall be entitled to exercise any or all the following remedies, alone or in conjunction with others: (a) the termination of this Contract; (b) the withholding of the retainage specified herein to be applied to damages incurred by reason of such default; and (c) the exercise of all other rights and remedies available under the laws of the State of Georgia.

19. Credit: Contractor shall not pledge the County's credit or make the County guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Contractor further represents and warrants that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

20. Performance: Contractor shall perform its obligations hereunder in a manner so as not to interfere

with the normal operations of the County. Such performance by Contractor shall be in compliance with all applicable county, state and federal ordinances, laws and regulations. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or sub-contractors' actions or operations during the performance of this Contract. Corrections for any such violations shall be at no additional cost to Rockdale County.

21. Disclosure and Ownership of Documents: Contractor shall deliver to the County or its designated representative for approval and acceptance, prior to the County's final payment hereunder, all documents and materials prepared and/or utilized by Contractor in connection with this Contract. All oral and written information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, will be kept confidential by Contractor and will not be disclosed by Contractor to any other person or entity, either directly or indirectly, without the County's prior written consent, unless otherwise required by lawful court order, after a hearing at which the County is represented. All drawings, maps, sketches, programs, data bases, reports and other data developed, produced, created, or purchased under or pursuant to this Contract for or at the County's expense shall be and remain the County's sole property and may be reproduced only at the discretion of the County. All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made relating to disclosure or ownership of documents and information, shall survive the execution, delivery, and termination of this Contract.

22. Access and Audits: Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least three (3) years following completion of this Contract. The County and its monitor(s) shall have full and complete access to all records, documents, and information collected and/or maintained by Contractor in the course of the administration and performance of this Contract. This information shall be made accessible at Contractor's local place of business in the County, for purposes of inspection, reproduction, and audit without restriction. If records are unavailable in the County, it shall be Contractor's responsibility to ensure that all required records are provided to the County at Contractor's expense.

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

24. Entire Agreement: This Contract constitutes the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted from, modified, superseded or otherwise changed, except by written instrument executed by the parties hereto.

25. Severability: If any term or provision of this Contract shall be held to be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed enforceable to the extent permitted by law.

26. Modifications of Work: The County reserves the right to make changes in the Services, including alterations, reductions, or additions thereto. Upon receipt by Contractor of the County's written

notification of a contemplated change, Contractor shall (a) if requested by the County, provide an estimate for the increase, or decrease in cost due to the contemplated change, (b) notify the County of any estimated change in the completion date, and (c) advise the County in writing if the contemplated change shall affect Contractor's ability to meet the completion dates or schedules of this Contract. If the County instructs in writing, Contractor shall suspend work on that portion of the services affected by a contemplated change, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a contract amendment or change order and Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by both parties.

27. Non-Exclusive Contract: This Contract shall be non-exclusive, and the County may procure the services contemplated hereby from other sources at the County's discretion.

28. Governing Law: Venue: This Contract shall be construed and enforced in accordance with the laws of the State of Georgia, without regard to conflicts of laws.

29. Laws and Regulations: All applicable federal and state laws, and county ordinances, and all other authorized agencies and the entities having jurisdiction over any part of this Contract shall apply to this Contract, and this Contract shall be interpreted in a manner consistent with all such laws, ordinances, and regulations.

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

31. Monitoring of Contract for Debris Removal: The County shall provide, and Contractor shall allow, monitoring and inspections as necessary to determine contract performance, which may include, but is not limited to, on-site inspections, metering of operations, and inspections of operating records during Contractor's operating hours. Contractor will coordinate with the County's designated Project Manager regarding the number of work crews and disposal sites that will need assigned monitors 24 hours before crews arrive to facilitate the proper staffing for certifications of truck volumes and issuance of load tickets. County may increase or decrease the number of monitors provided to the Contractor to meet the needs of the debris removal effort. The Contractor shall provide and/or construct an inspection tower at each disposal site as described below or a County approved equivalent. The tower shall be of sound construction and of scaffolding. The floor elevation of the tower shall be 10 feet above the existing ground elevation at the site of inspection. The floor area shall be a minimum of 8' by 8' and the perimeter of the floor area shall be protected by 4' high walls. The floor area shall be covered with a roof with a minimum of 6'6" of headroom below the support beams. Steps shall provide access with a handrail. The inspection tower shall comply with standard OSHA requirements and local codes. Scissor lifts may be used as towers to the extent not prohibited by applicable laws.

32. Environmental Concerns: Any environmental samples, analyses, or remediation actions required as a result of Contractor's equipment, operations, or activities shall be the full responsibility of the Contractor.

33. Contract Language: Use of the masculine includes the feminine and neuter, singular includes plural, and captions and headings are inserted for convenience of reference and do not define, describe, extend,

or limit the scope or intent of this Contract.

34. Incorporation of Contract Documents: The Contract between County and Contractor shall consist of this document and all exhibits referenced herein, the Request for Proposal, and the Contractors' Response to the Request for Proposal. If the documents are in conflict, the order of precedence shall be as follows: This Contract for Clean-Up of Debris with Exhibits, Request for Proposals for Non-Exclusive Contract with Exhibits, then the Contractor's Response to the Request for Proposals.

35. Award of Contract: The County will utilize local resources first and this contract will only be activated upon an identified need for activation (need as identified by the Road Department Director, EMA Director and Commission Chairman). The County reserves the right to delete from the Scope of Services and the Contract individual proposal items at any time following the award of the Contract to the successful proposer, while requiring the Contractor to continue to complete other awarded proposal items. The County reserves the right to award portions of work to separate contractors. One Contractor may be awarded any one (or more) of the individual proposal items within the Scope, or certain geographical areas within the County.

36. Termination of Contract: This Contract may be terminated at any time for the convenience of Rockdale County. Rockdale County agrees to pay the Contractor for all work completed through the termination date, as well as any demobilization costs that were a part of the original contract.

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

37. Deficiencies, Corrective Actions and Deductions: When the Contractor's work does not conform to the Contract requirements completely, a deficiency exists. If a deficiency is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.

- ✓ **Corrective Actions** – If deficiencies are identified, the County may act to correct those deficiencies using one, or in some cases a combination of the following:
- ✓ **Stop Unsafe Work.** The County Project Manager may immediately stop work on that portion of the job affected by a safety hazard until it is corrected.
- ✓ **Issue a Stop Work Order.** If the County Project Manager determines the deficiency is serious, the County Project Manager can issue a Stop Work Order. The County will notify the Contractor, in writing, of any observed noncompliance with the aforementioned federal, state or local laws or regulations.

Such notice, when delivered to the Contractor at the site of work, shall be deemed sufficient for the purpose. After receipt of such notice, Contractor shall immediately inform the County Project Manager of proposed corrective actions and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the County Project Manager may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due any such orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor.

- ✓ **Reduced Value Deduction.** The County may reduce the contract price to reflect value of the services performed. This method is normally used when the work is performed by the County or another Contractor rather than the Contractor under this Contract. The amount of the deduction is equal to the value of the service(s) not performed.
- ✓ **Termination.** The Contract may be terminated by County for cause or for convenience.

38. Notices: At the time of award, the Contractor shall designate, in writing, an authorized agent to receive any Notice required hereunder and who shall be available at the local work site during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the County at the time of the award.

The only county personnel authorized to receive any Notice required hereunder are the County EMA Director, Finance Director and/or the County Project Manager. Said Notice must be hand delivered during normal business hours to the County Clerk's Office at the Rockdale County Courthouse Annex at 150 Hudson Ridge in Homer, Georgia between the hours of 8:00 am to 12:00 noon or 1:00 pm to 5:00 pm Monday thru Friday or personally served to the above person(s) at the job site.

39. Not an Offer: This is a Request for Proposals and not an offer. The County reserves the right to reject all proposals. The County further reiterates that this is a non-exclusive contract and that it may award the total project to multiple contractors by task, by region or zone, or by any other division the County may determine are in its best interest.

EXHIBIT "A"**SCOPE OF SERVICES**

The primary purpose of this Scope of Services is to maintain the public health, safety, and well-being of the County during the response to an emergency situation, as well as to restore the public areas of the County to a normal condition. The Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of this Contract in the shortest time possible. The work to be performed under this Contract shall consist of collection, removal and disposing of debris caused by the disaster. The Contractor shall not self-deploy; activation of this contract shall take place only after approval from the Road Department Director, EMA Director, Finance Director and Commission Chairman. It is understood that this is a repositioning contract only to serve for purposes of pre-planning.

The Contractor shall not be paid to remove, process, or dispose of debris that is unrelated to storm damage for which he or she was activated.

No debris shall be loaded without the presence of a county monitor issuing a proper load ticket to document the origin of the load (at minimum street name and closest address or intersection), date, contractor name, truck number, truck capacity, county monitor's name, photograph of load site and loading departure time.

A County Project Manager shall supervise and direct all county monitors. County monitors shall be defined as either a contracted firm (as separately contracted by Rockdale County) or any persons employed by the County and assigned to monitor the performance of this Contract. Direction by the County in this proposal shall also mean direction by the County Project Manager and county monitors.

1. Emergency Road Clearance. The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the County. This operational aspect of the scope of services shall normally be for the first 70 (seventy) plus or minus hours after an event. Normally, Category B work (Emergency Protective Measures) are handled by County personnel in handling items required to access needed areas. Such work is normally removal of debris from white-line to white-line on public roadways. The intent and hope are to activate the contract within the first 70 plus or minus hours when possible but it may be during the ongoing work in Category A timeframe that the contract is activated.

2. Priority of Work Areas. The County will establish the priority of and shall approve the geographic work areas in which the Contractor will be allowed to work. The County Project Manager shall have the authority to establish priority of work areas within the County. Daily and/or weekly scheduled meetings will be held at the Command Post that will be located at the temporary storage and debris reduction site to determine and communicate approved work areas and progress and/or needs. The Contractor shall remove all debris and leave the site from which the debris was removed in a clean and neat condition with the understanding that there will be certain debris that is too small to be picked up by equipment. Any and all debris will be covered by a tarp when in transport to the dump site. All debris lost in transit will be picked up by the hauling truck immediately. All trucks will be followed by a non-related Monitor. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the County or the County's Monitor after the final pass.

3. Debris Removal from Public Property and Rights-of-Way. As identified by and directed by the County, the Contractor shall accomplish the pick-up and hauling of all eligible debris to the designated Temporary Debris Staging and Reduction Sites (TDSRS's) from public rights-of-way. This shall include all storm-generated vegetative, construction and demolition (C & D), and hazardous debris. Debris will be removed from County owned and public property and rights-of-way. Eligible debris is storm generated debris that meets the criteria set forth in the most recent FEMA Debris Management Guides.

The Contractor shall remove hazardous hanging limbs over 2" in diameter from trees over 6" in diameter (measured 24" above ground) on public property and ROW, or overhanging ROW as identified by the County or County's Monitor. Trees with hazardous limbs must be identified by the County or County's Monitor prior to removal to be eligible for payment.

The Contractor shall remove hazardous trees over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the County or County's Monitor. Storm damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees must be identified by the County or County's Monitor prior to removal to be eligible for payment.

The Contractor shall remove hazardous hanging limbs over 2" in diameter from trees over 6" in diameter (measured 24" above ground) on public property and ROW, or overhanging ROW as identified by the County or County's Monitor. Trees with hazardous limbs must be identified by the County or County's Monitor prior to removal to be eligible for payment.

The Contractor shall remove hazardous trees over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the County or County's Monitor. Storm damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees must be identified by the County or County's Monitor prior to removal to be eligible for payment.

The Contractor shall remove, haul, and dispose all hazardous stumps on public property that have at least 50% of the root ball exposed. Stumps shall be placed on the ROW and hauled at the debris removal cost per cubic yard. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. The Contractor shall back-fill each stump hole flush with the surrounding ground with compatible material.

Contractor shall track and map streets cleared of eligible ROW debris during the final pass and provide this information to the County's Monitor.

4. Demolition of Structures, Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owned Property (other than Rights-of-Way). Should an imminent threat to life, safety and health to the general public be present on private property or publicly owned property as referenced above, the Contractor as identified by and directed by the County, will accomplish the demolition of structures and the removal and relocation of the debris to the public rights-of-way. This service shall commence upon receipt by Contractor from the County the completed right-of-entry forms; hold harmless Agreements, and

the non-duplication of benefits Agreements. The Contractor will place all debris collected through this process in the public rights-of-way, where the above scope of services (Debris Removal from Public Rights-of-Way) shall commence.

5. Disaster Event Generated Hazardous Waste Abatement. Contractor shall abate all hazardous waste generated by the storm. Hazardous waste abatement shall be accomplished in accordance with the Contractor's Debris Management Guide and Environmental Protection Plan.

6. Debris Pick Up Passes. Contractor shall make a minimum of two (2) complete passes of the County designated debris collection routes with a minimum of five days, including one weekend between each pass. The Contractor shall not move from one work area to another designated work area without prior approval from the County's Monitor.

7. Debris Ownership and Hauling Responsibilities. Once the Contractor collects debris, it is the property of the Contractor and the Contractor is solely responsible for all aspects related to the debris, including, but not limited to, the loading, hauling and disposal of the debris. Notwithstanding the above, the Contractor will cooperate fully with the County in providing documentation related to the collection and disposal of the debris for reimbursement purposes and will utilize County designated disposal sites. Each truck hauling debris must be tarped while in motion to the dump site. Should any truck lose debris, they must immediately pick said debris up. All accidents resulting from debris being hauled is the liability of the Contractor and his or her hauler.

8. Temporary Debris Staging and Reduction Sites (TDSRS). Prior to a disaster event, the Contractor shall assist the County in finding and establishing disposal sites within the County. This will be done in conjunction with aiding the County in updating their Debris Management Plan and in conjunction with training supplied to County representatives (as requested by Rockdale County). Upon activation of this contract the Contractor will maintain the temporary disposal sites. This includes installation of any required culverts with adequate turning radius for vehicles used by Contractor to haul debris and the development and creation and maintenance of any needed access roads from an asphalt street to the dump area and any necessary improvements to dump site to prevent vehicles from becoming stuck in mud and unable to use dump site during wet conditions. Contractor shall provide for any environmental requirements to include, but not limited to, wind-born debris control fencing, silt fencing, burn curtains or water retention berms. The Contractor shall construct a roofed inspection tower sufficient for a minimum of three (3) inspectors (scissor lifts may be used as towers, if approved by the County).

The inspection of every load, in and out, of the TDSRS shall be required and handled via Monitors assigned by Rockdale County. All debris will be processed in accordance with all local, State and Federal Rules, Standards and Regulations. Processing may include, but is not limited to, reduction by tub grinding, incineration when approved, or other alternate methods of reduction such as compaction. Prior to reduction, all debris will be segregated between vegetative debris, construction, and demolition debris (C&D), recyclable debris, white goods and hazardous wastes. All reduced debris as well as non-reducible debris will be disposed of at a location(s) agreed to by both parties.

9. Debris Reduction and Disposal:

A. The Contractor shall load, haul, and dispose of all debris in accordance with all applicable federal, state, and local laws, standards and regulations. The Contractor shall maintain disposal records and

documentation. All disposal sites shall comply with local, state, and federal laws and regulations. Location and operation of all disposal sites must be pre-selected and approved by County and permitted by EPD.

B. The Contractor shall use equipment and perform work in a manner to prevent damages to County's streets, sidewalks, curbs and gutter, rights-of-way, storm water drainage system, water system, sewage system, and electrical system and County landscaping. Said damages shall be reported immediately to the County Project Manager. Contractor shall repair any damages caused by Contractor's equipment in a timely manner (within 72 hours) at no expense to the County.

C. Contractor acknowledges, represents, and warrants to the County that it is familiar with all laws relating to reduction and disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of federal, state, or local agencies or authorities.

D. Contractor acknowledges and understands that any reduction, removal, transportation or pickup of any materials not covered in this Scope of Services shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this Scope of Services.

E. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal and be equipped with and utilize a tarp to cover loads while the truck is in motion. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.

F. Contractor shall insure that all debris vehicles are loaded so that debris is contained within the body of the vehicle. Debris shall not be allowed to protrude from the vehicle causing potential to snag power lines or other obstacles. Contractor shall be responsible for removing debris on haul routes that fall from vehicles taking debris to disposal site. An inspection of all equipment to be used will be done by the Contractor and the County's Project Manager prior to commencing performance.

10. TDSRS Site Reclamation. Contractor shall be responsible for site reclamation shall be accomplished in accordance with all Federal, State and Local Laws, Standards and Regulations. Site reclamation shall be accomplished in accordance with the Contractor's Debris Management Guide and Environmental Protection Plan. The TDSRS will be restored to its pre-use condition. Associated costs for site reclamation shall be negotiated and agreed upon by both parties.

11. Equipment:

A. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state, and local regulations including, without limitation, all DOT and safety regulations, and are subject to the approval of the County. All trucks and other equipment shall be equipped with back up alarms. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment. All loads must be secured, and tailgates must be used on all loads. Plastic webbing is not acceptable for tailgates and tailgates must be tall enough to ensure no material may slide out. All trucks must be equipped with tarps and those tarps must be used whenever debris is being hauled to the dump site. Only when immediately loading may the tarps be left open. Sideboards must cover the front and both sides and are to be constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and shall not extend more than two (2) feet above the metal bedsides. All extensions are subject to acceptance or rejection by the County's Project

manager. All trailers shall have a metal-framed exterior and a minimum of 5/8ths plywood (not wafer board) interior walls. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.

B. Prior to commencing debris operations, the Contractor shall present to the County Project Manager, all equipment, trucks, trailers, or containers that will be used to load, haul or handle debris. Each truck, trailer or container will be measured to verify load capacity displayed on required signs. All equipment and vehicles shall be approved by County Project Manager prior to use. The Contractor shall notify the County Project Manager each time new equipment, truck, trailer, or container is to be used under this Contract. All loading equipment is required to operate from the street/road/alley using buckets and/or boom and grapple devices to remove and load debris. All trucks will be labeled with capacity and photographed and documented.

C. Contractor shall supply vinyl type placards identifying County, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the reduction or disposal site.

D. Trucks or equipment which are designated for use under this contract shall not be used for any other work during the working hours of this Contract. The Contractor shall not solicit or accept work from private citizens or others to be performed in the designated work area during the period of this Contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this Contract.

E. Loading equipment and equipment used at the disposal site shall be rubber tired and sized properly to fit loading condition. Excessive size loading equipment (6CY and more) and non-rubber tired equipment must have the prior approval of the County Project Manager.

F. Contractor shall furnish a complete and updated list identifying all motorized equipment, trucks and trailers that will be used on the project.

- a. Truck and/or trailer license number with current decals.
- b. Year, make and color of each truck and/or trailer.
- c. Cubic yardage capacity of each trailer as measured and recorded by the Monitor.
- d. Current driver license and valid insurance card for the vehicle and operator.

G. Load tickets shall be supplied by the Contractor for all vehicles and shall include a means of identifying the truck and the area from which debris is removed. Such tickets will be used to verify work performed and for documentation for cost recovery. A copy of the load ticket to be used shall be submitted to the County for approval prior to beginning work. Load tickets shall be sequentially numbered and shall be a minimum of four-parts.

Each ticket shall contain the following information:

- Ticket Number
- Contracting Agency

- Contractor name
- Date
- Truck or Roll-off Number
- Truck or Roll-off Capacity
- Point of Debris Collection
- Load Classification
- Driver's Name
- Loading Departure Time
- Loading Site Monitor's Name
- Dump Location
- Dump Arrival Time
- Percent of Load
- Actual Debris Volume
- Dump Site Monitor's Name

H. Contractor shall be responsible for providing protective gear and equipment to its agents and employees.

12. Property Damage. The Contractor should note that a significant portion of the project will occur in residential areas. The Contractor should exercise due care to minimize any damage to trees, shrubs, landscaping, and general property. The Contractor shall be responsible for all damages to public and private property. Contractor shall maintain a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution and report same to Project Manager. If public or private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the County, the County has the option, at its sole discretion of having the damage repaired at the Contractor's expense to be reimbursed to the County or withheld from the Contractor's payments.

FEE SCHEDULE

Directions: Contractor submitting proposal should complete the fee schedule below.

1	Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS)	
1a	Mileage Radius: 0-15 Miles	\$ /cu.yd.
1b	16-30 Miles	\$ /cu.yd.
2	Construction and Demolition debris hauled to and dumped at a County approved disposal site or landfill.	
2a	Mileage Radius: 0-15 Miles	\$ /cu.yd.
2b	16-30 Miles	\$ /cu.yd.
3	Validated load hauled tickets from the TDSRS for final processed vegetative debris at a county approved recycling facility.	
3a	Mileage Radius: 0-20 Miles	\$ /cu.yd.
3b	21-40 Miles	\$ /cu.yd.
3c	41-70 Miles	\$ /cu.yd.
4	Tipping fees/disposal costs at landfills shall be paid by CONTRACTOR and actual incurred cost shall be invoiced to the County for reimbursement.	
5	Management, Processing and Loading of all eligible debris and/or residue at the TDSRS Including locating, leasing (if required), preparing and layout of site; management maintenance and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris (chipping or grinding or burning as directed by the county); furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection towers(s), lighting, hazardous/toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition: and Closure and remediation of the TDSRS	\$ /cu.yd.
6	Pick up and dispose of hazardous materials	\$ /lb
7	Dead Animal Collection, Transportation & Disposal	\$ /lb
8	<u>Hazardous Trees</u> - Trees will be evaluated by the County and be designated to be cut down and hauled to the TDSRS for reduction. Trees will be measured 2' above the ground.	
	Trees with branches remaining- FEE ONLY TO CUT TREE	
8a	6"-12" Diameter	\$ /tree
8b	13"-24" Diameter	\$ /tree
8c	25"-48" Diameter	\$ /tree
8d	> 48" Diameter	\$ /tree
9	Stumps up to 24" in diameter (requires County approval)	
	Stumps over 24" in diameter (requires County approval)	
10	<u>Hangers</u> - Hangers will be considered any hanging/damaged remaining in the tree(s) above the ROW of 2" or greater diameter. The Contractor, at the direction of the County, will remove hangers for a unit price per hanger	
10a	2"-4" Hanger	\$ /hanger
10b	5"-12" Hanger	\$ /hanger
10c	> 12" Hanger	\$ /hanger
11	<u>Private Property Demolition and Debris Removal</u> - The CONTRACTOR shall operate beyond the public Right-of-Way (ROW) only as identified and directed by the County. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to the public health and safety of the community and shall include, but is not limited to, the demolition of structures and the removal and relocation of the debris to the public ROW	\$ per sq.ft.
12	Tipping fees/disposal costs for C&D debris shall be paid by the County	

13	<u>Fallen Trees</u> - The CONTRACTOR shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris will be placed on the ROW for collection.	Price Included
14	<u>Fill Dirt</u> - As identified and directed by the County, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety	\$ /cu.yd.
15	<u>White Goods</u> - The CONTRACTOR shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations, and laws	\$ /unit
16	<u>Freon Recovery</u> - The CONTRACTOR SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws	\$ /unit
17	<u>Training and Assistance</u> Sessions shall be for all key County personnel and assistance in all disaster debris recovery planning efforts as requested	Price Included
18	<u>Preliminary Damage Assessment</u> - Determining the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, distinguishing between pre-disaster damage and disaster - generated damage, documenting eligible costs and describing the physical and financial impact of the disaster.	Price Included
19	<u>Mobilization and Demobilization</u> - All arrangements necessary to mobilize and demobilize the CONTRACTOR's labor force and machinery needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR	Price Included
20	<u>Temporary Storage of Documents</u> - The CONTRACTOR shall provide storage of daily or disaster-related documents and reports for protection during the disaster event	Price Included
21	<u>Debris Planning Efforts</u> - The CONTRACTOR shall assist in all disaster debris recovery planning efforts as requested by the County. These planning efforts shall include, but are not limited to, development of a <i>debris management</i> plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance <u>following</u> a disaster event	Price Included
22	<u>Closure and Remediation of the TDSRS</u> - The CONTRACTOR shall remove all the CONTRACTOR equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved final disposition site. The CONTRACTOR is responsible for the reclamation and remediation of the TDSRS site to its original state prior to use of the CONTRACTOR.	Price Included
23	<u>Reporting and Documentation</u> - The CONTRACTOR shall provide and submit to the County all reports and documents as may be necessary to <u>adequately</u> document the <u>Debris Recovery Services</u> in accordance with FEMA/SC requirements	Price Included

ADDITIONAL SERVICES SHALL BE PROVIDED BY CONTRACTOR AT NO COST:

A. Training and Assistance - Sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.

B. Preliminary Damage Assessment - Determining the impact and magnitude of the disaster event.

C. Mobilization and Demobilization - All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.

D. Temporary Storage of Documents - The Contractor shall provide storage of daily or disaster related documents.

E. Reporting and Documentation - The Contractor shall provide and submit to the County Monitor and the County all reports and documents as may be necessary to adequately document its performance of this Contract.

In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in storm debris removal, including, but not limited to Right-of-Way work, the Right-of-Entry process (if approved) for debris removal from private property, and the related regulatory agencies' requirements. No amount of work is guaranteed under this contract. Multiple contracts may be awarded for work on this project. The amount due to Contractor will be based on the actual quantity of work completed multiplied by the Contractor's unit price per each unit. The actual amount may be more or less than the total project cost estimate and will be based on the actual quantity of debris removed. The above prices shall include all equipment, labor, overhead, profit, insurance, etc. to cover the work as specified.

All payments made to the Contractor shall be subject to a 5% retainage after completion of all contract work to insure against late completion of the project and/or undiscovered damage to public or private property.

Contractor understands that the County reserves the right to reject any or all proposals.

The Contractor agrees that this proposal shall be good and may not be withdrawn for a period of sixty (60) calendar days after submittal of proposal. Upon receipt of written notice of the acceptance of proposal, Contractor shall execute the final contract within seventy-two (72) hours.

Addenda Acknowledgements (if applicable)

Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department – Purchasing Division have been received before submitting a bid.

Addenda	Date Vendor Received	Initials
"1"		
"2"		
"3"		
"4"		
"5"		
"6"		

Vendor Information:

Company Name	
Address	
Telephone	
E-Mail	
Representative (print name)	
Signature of Representative	
Date Submitted	

**ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF VENDOR**

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He is _____ (owner, partner officer, representative, or agent) of _____, the Vendor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 202__

Name _____

Title _____

My commission expires (Date)

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or agent) of _____, the sub-contractor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 202__.

Name _____

Title _____

My commission expires (Date)

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 202__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC
My Commission Expires:

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 202__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC
My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. §13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies it 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 for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractors hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 202__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC
My Commission Expires:_____

Affidavit Verifying Status for County Public Benefit Application

By executing this affidavit under oath, as an applicant for the award of a contract with Rockdale, County Georgia, I _____. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

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

Signature of Applicant: _____ Date

Printed Name:

*

Alien Registration number for non-citizens

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 202__.

Notary Public
My commission Expires:

***Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

Certification of Absence of Conflict of Interest

CONTRACTOR'S QUALIFICATION STATEMENT AND QUESTIONNAIRE

NAME OF PROPOSED CONTRACTOR: _____

I. INSTRUCTIONS

- A. All questions are to be answered in full. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The owner, Rockdale County, Georgia, its agents and representatives, shall be entitled to contact each and every reference listed in response to this questionnaire, and each entity referenced in any response to any question in this questionnaire. By completing this questionnaire, the contractor expressly agrees that any information concerning the contractor in possession of said entities and references may be made available to the owner.
- C. Only complete and accurate information shall be provided by the contractor. The contractor hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The contractor also acknowledges that the owner is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the contractor, knowing it was false, it shall constitute grounds for immediate termination or rescission by the owner of any subsequent agreement between the owner and the contractor. The owner shall also have and retain any other remedies provided by law.
- D. The completed form shall be submitted with contractor's proposals.
- E. This form, its completion by the contractor, and its use by the contractor, and its use by the owner, shall not give rise to any liability on the part of the owner to the contractor or any third party or person.

II. GENERAL BACKGROUND

- A. Current address of contractor: _____

- B. Previous Name or address of contractor: _____

- C. Current president or CEO and years in position: _____
- D. Number of permanent employees: _____
- E. Name and address of affiliated companies: _____

III. FINANCIAL STATUS

- A. Please attach financial statements for the past three years for which they are complete. If such

statements are not available, please furnish the following information:

1. LAST COMPLETE FISCAL YEAR:

- A. Revenues (Gross) _____
- B. Expenditures (Gross) _____
- C. Overhead & Admin (Gross) _____
- D. Profit (Gross) _____

2. YEAR PRIOR TO "1" ABOVE:

- A. Revenues (Gross) _____
- B. Expenditures (Gross) _____
- C. Overhead & Admin (Gross) _____
- D. Profit (Gross) _____

3. YEAR PRIOR TO "2" ABOVE:

- A. Revenues (Gross) _____
- B. Expenditures (Gross) _____
- C. Overhead & Admin (Gross) _____
- D. Profit (Gross) _____

B. BANKRUPTCIES

1. Has the Contractor, or any of its parents or subsidiaries, ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

2. Has any Majority Shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

C. BONDING

1. What is the Contractor's current bonding capacity? _____

2. What is the value of the Contractor's work currently under contract? _____

IV. **COMPANY EXPERIENCE – SIMILAR PROJECTS**

A. List three projects of reasonably similar nature, scope, and duration performed by your company in the last five years, specifying, where possible, the name and last known address of each owner of those projects:

Project #1:

Name and Address: _____

Date of Project:

Type of Project:

Contract Price:

Owner contact info:

Architect/Engineer contact info:
(if applicable)

Project #2:

Name and Address:

Date of Project:

Type of Project:

Contract Price:

Owner contact info:

Architect/Engineer contact info:
(if applicable)

Project #3:

Name and Address:

Date of Project:

Type of Project:

Contract Price:

Owner contact info:

Architect/Engineer contact info:
(if applicable)

V ARBITRATIONS, LITIGATIONS, AND OTHER PROCEEDINGS

Has your company been involved in any construction arbitration demands filed by, or against, you in the last five years?

Has your company been involved in any construction-related lawsuits (other than labor or personal injury litigation) filed by, or against, you in the last five years?

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the National Labor Relations Board or similar state agency in the past seven years?

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the Occupational Safety and Health Administration concerning the project safety practices of the Contractor in the last seven years?

Has your company be involved in any lawsuits, proceedings, or hearings initiated by the Internal Revenue Service, or any state revenue department, concerning the tax liability of the Contractor (other than audits) in the last seven years?

Have any criminal proceedings or investigations been brought against the Contractor in the last ten years?

If you answered yes to any of the questions above, please identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding (attach documentation if needed):

VI COMMENTS

Please list any additional information that you believe would assist the Owner in evaluating the possibility of using the Contractor on this Project. You may attach such additional information as an Exhibit to this Statement and Questionnaire.

I certify to the Owner that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner, or its designated representative, may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner, or its designated representative.

Contractor:

Signature

Date

Title

Sworn to and subscribed before me
This _____ day of _____

Signature

Notary Public

My Commission Expires: