REQUEST FOR PROPOSAL
RP002-18

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified service providers for Disaster Debris Removal, Reduction, Disposal, and Other Emergency Debris Related Services on an Annual Contract with Four Annual Options for the Department of Transportation.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until 2:50 P.M. local time on January 23, 2018 at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

A pre-proposal conference is scheduled for 10:00 a.m. on January 10, 2018 at the Gwinnett County Purchasing Division, same address as listed above. All interested parties are urged to attend. Questions regarding proposals should be directed to Chris Duncan, Purchasing Associate III at christopher.duncan@gwinnettcounty.com or by calling 770-822-8741, no later than 4:00 P.M. January 12, 2018. Proposals are legal and binding upon the bidder when submitted. Proposals are legal and binding upon the bidder when submitted. One unbound single-sided original proposal (secured with binder clip or rubber band), five (5) bound copies, and one (1) CD (without pricing) should be submitted. One original pricing proposal should be submitted in a separate envelope and on a separate CD.

Successful service provider(s) will be required to meet insurance requirements. Successful service provider(s) will submit a performance bond and a payment bond upon receipt of Notice to Proceed for each project. Insurance and Bonding Company should be licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by The Georgia Insurance Department, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies, and must have an A.M. Best rating of A-5 or higher.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to Michael Plonowski, Gwinnett County Justice and Administration Center, 770-822-8015.

The written proposal documents supersede any verbal or written prior communications between the parties. Selection criteria are outlined in the request for proposal documents. Gwinnett County reserves the right to reject any or all proposals, to waive technicalities, and to make an award deemed in its best interest.

Award notification will be posted after award on the County website, www.gwinnettcounty.com and companies submitting a proposal will be notified via email. We look forward to your proposal and appreciate your interest in Gwinnett County.

We look forward to your proposal and appreciate your interest in Gwinnett County.

Chris Duncan, CPPB
Purchasing Associate III

The following pages should be included as your proposal:

References: Page 64
Contractor affidavit: Page 65
Ethics Affidavit: Page 66
Fee Schedule (return in a separate envelope): Pages 70-78
Terms and Definitions

Definitions are provided for those terms listed below.

1. Agreement Execution – The date on which Service Provider executes and enters into an Agreement with the County to perform the Work.

2. Agreement Price – The total monies, adjusted in accordance with any provision herein, payable to the Service Provider under this Agreement.

3. Authorized Representative – County employees and/or contracted individuals designated by the County or County Debris Manager.

4. Chipping or Mulching – The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.

5. Cleanup Crew – A group of individuals and/or an individual working for the Service Provider collecting disaster debris.

6. Construction and Demolition Debris (C&D) – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster. Current eligibility criteria include:
   - Debris must be located within a designated disaster area and be removed from an eligible applicant’s improved property or right-of-way.
   - Debris removal must be the legal responsibility of the applicant.
   - Debris must be a result of the major disaster.


9. County – Gwinnett County, Georgia, a political subdivision of the State of Georgia.

10. County Debris Manager – The County will designate a County Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.
11. **County Approved Final Disposal Site** – A final disposal location approved in writing by the County.

12. **Debris** – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, trees, construction and demolition debris and personal property.

13. **Debris Clearance** – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.

14. **Debris Management Site (DMS)** – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).

15. **Debris Monitoring** – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for federal or state grant reimbursement.

16. **Debris Removal** – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.

17. **Debris Removal Contractor** – Also referred to as the “Service Provider” in this document, conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.

18. **Demobilization** – Following the completion of services provided under the resulting contract, the Service Provider will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Service Provider will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

19. **Demolition** – The act or process of reducing a structure, as defined by the State of Georgia or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

20. **Department** – The Director or designee of requesting department(s) named in this solicitation.

21. **Disaster Specific Guidance** – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.
22. **Drawings** - Collectively, all the drawings, receipt of which is acknowledged by the COUNTY, listed in this Agreement, and also such supplementary drawings as the Service Provider may issue from time to time in order to clarify or explain such drawing or to show details which are not shown thereon.

23. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Service Provider) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.

24. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.

25. **E-Scrap** – End of life electronics, typically televisions, computers and related components

26. **FEMA Publication 325 – Debris Management Guide** – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:

- Eliminating immediate threats to lives, public health and safety.
- Eliminating immediate threats of significant damage to improved public or private property.
- Ensuring the economic recovery of the affected community to the benefit of the community-at-large.

27. **Field Inspector** – Monitor

28. **Force Account Labor** – Labor performed by the applicant’s permanent, full time or temporary employees.

29. **Garbage** – Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics and papers.

30. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
31. **Hazardous Hangers** – A Hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

32. **Hazardous Leaners** – A tree is considered hazardous and defined as an eligible leaner when the tree’s present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six inches in diameter or greater as measured two feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

- The tree has more than 50 percent of the crown damaged or destroyed (requires written documentation from an arborist).
- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than 30 degrees.

33. **Hazardous Stump** - A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- The stump has 50 percent or more of the root-ball exposed.
- The stump is greater than 24 inches in diameter when measured 24 inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

34. **Household Hazardous Waste** – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.

- HHW must be located within a designated disaster area and be removed from an eligible applicant’s improved property or right-of-way.
- HHW removal must be the legal responsibility of the applicant.
- HHW must be a result of the major disaster.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal
of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

35. **Hold Harmless** – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

36. **Liaison** – Representative of the County who shall act as a Liaison between the County and the Service Provider for all matters pertaining to this Agreement, including review of Service Provider’s plans and work.

37. **Monitor** – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the County’s expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. (May also be referred to as a Field Inspector.)

38. **Mutual Aid Agreement** – A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

39. **National Response Plan (NRP)** – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.

40. **Outbuilding** – Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.

41. **Recycling** – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

42. **Refrigerant** – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

43. **Regulated Waste** – Any waste that is regulated by the EPA, GAEPD or local rules/ordinance.

44. **Right of Entry** – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Service Provider or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

45. **Right-of-Way** – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
46. **Scale/Weigh Station** – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

47. **Service Provider** – The party or parties contracting directly with the County to perform Work pursuant to this Agreement.

48. **Specifications** – The written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.

49. **Subservice Provider** – Any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with Service Provider or with any of its subservice providers at any tier to provide a part of the Work called for by this Agreement.

50. **Supplemental Agreement** – A written order to Service Provider signed by County and accepted by Service Provider, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

51. **Temporary Debris Staging and Processing Facility (TDSPF)** – Site where collected debris is taken by the Service Provider(s) for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DMS).

52. **Temporary Debris Storage and Reduction Site (TDSR Site)** – TDSR sites are locations designated by the County for the storage and reduction of disaster related debris.

53. **Tipping Fee** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

54. **United States Army Corps of Engineers (USACE)** – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

55. **Vegetative Debris** – As outlined in FEMA Publication 325, Eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an Eligible applicant’s improved property or right-of-way.
• Debris removal must be the legal responsibility of the applicant.
• Debris must be a result of the major disaster.

56. **Volatile Organic Compounds (VOCs)** – VOCs are hydrocarbon compounds that have a low boiling point which allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with ground-water to a drinking-water supply.

57. **White Goods** – As outlined in FEMA Publication 325, White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

• White goods must be located within a designated disaster area and be removed from an eligible applicant’s improved property or ROW.
• White goods removal must be the legal responsibility of the applicant.
• White goods must be a result of the major disaster.

58. **Work** – Any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by Service Provider under this Agreement.
<table>
<thead>
<tr>
<th>Acronyms</th>
<th>Description</th>
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<tbody>
<tr>
<td>ACM</td>
<td>Asbestos Containing Material</td>
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<tr>
<td>C&amp;D</td>
<td>Construction and Demolition</td>
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<tr>
<td>CBRA</td>
<td>Coastal Barrier Resources Act</td>
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<tr>
<td>CBRN</td>
<td>Chemical, Biological, Radiological and Nuclear</td>
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<tr>
<td>CBRS</td>
<td>Coastal Barrier Resources System</td>
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<tr>
<td>CEI</td>
<td>Construction Engineering and Inspection</td>
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<td>CFR</td>
<td>Code of Federal Regulations</td>
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<td>CTS</td>
<td>Central Transfer Station</td>
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<td>CWA</td>
<td>Clean Water Act</td>
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<td>DDIR</td>
<td>Detailed Damage Inspection Report</td>
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<tr>
<td>DMS</td>
<td>Debris Management Site</td>
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<tr>
<td>DOT</td>
<td>Department of Transportation</td>
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<td>DPW</td>
<td>Department of Public Works</td>
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<td>DRM</td>
<td>Disaster Recovery Manager</td>
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<td>DTFL</td>
<td>Debris Task Force Leader</td>
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<tr>
<td>EO</td>
<td>Executive Order</td>
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<td>EPA</td>
<td>Environmental Protection Agency</td>
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<td>ER</td>
<td>Emergency Relief</td>
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<td>ESA</td>
<td>Endangered Species Act</td>
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<td>ESF</td>
<td>Emergency Support Function</td>
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<tr>
<td>FEMA</td>
<td>Federal Emergency Management Agency</td>
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<td>FHWA</td>
<td>Federal Highway Administration</td>
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<td>FMIS</td>
<td>Fiscal Management Information System</td>
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<td>GAEPD</td>
<td>Georgia Environmental Protection Division</td>
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<td>GDOT</td>
<td>Georgia Department of Transportation</td>
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<tr>
<td>GIS</td>
<td>Geographic Information System</td>
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<td>GPS</td>
<td>Global Positioning System</td>
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<td>HHW</td>
<td>Household Hazardous Waste</td>
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<td>HUD</td>
<td>Department of Housing and Urban Development</td>
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<td>IA</td>
<td>Individual Assistance</td>
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<td>ICS</td>
<td>Incident Command System</td>
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<td>JFO</td>
<td>Joint Field Office</td>
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<td>MRE</td>
<td>Meals Ready to Eat</td>
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<td>NEPA</td>
<td>National Environmental Policy Act</td>
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<td>NHPA</td>
<td>National Historic Preservation Act</td>
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<td>NRCS</td>
<td>Natural Resources Conservation Service</td>
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<td>NRP</td>
<td>National Response Plan</td>
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<td>OCC</td>
<td>Office of Chief Counsel</td>
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<td>OSHA</td>
<td>Occupational Safety and Health Administration</td>
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<td>PA</td>
<td>Public Assistance</td>
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<td>PDA</td>
<td>Preliminary Damage Assessment</td>
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<td>PNP</td>
<td>Private Nonprofit</td>
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<td>PPDR</td>
<td>Private Property Debris Removal</td>
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<tr>
<td>PPE</td>
<td>Personal Protective Equipment</td>
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<tr>
<td>PW</td>
<td>Project Worksheet</td>
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</tbody>
</table>
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RACM  Regulated Asbestos Containing Material
RCRA  Resource Conservation and Recovery Act
RFB   Request for Bid
RFP   Request for Proposals
ROE   Right-of-Entry
ROW   Right-of-Way
RRC   Rapid Response Crew
SHPO  State Historic Preservation Officer
TDSPF Temporary Debris Staging and Processing Facility
TDSR Site Temporary Debris Storage and Reduction Site
TSDF  Hazardous Waste Treatment, Storage, and Disposal Facility
USACE United States Army Corps of Engineers
USCG  United States Coast Guard
USDA  United States Department of Agriculture
VOCs  Volatile Organic Compounds
PROPOSAL FORMAT

Proposals should be submitted on 8-1/2” x 11” size paper and should be typed using a minimum 10 point standard font with sections and sub-sections identified appropriately. Graphic illustrations (including organizational charts and maps) may be shown on 11” x 17” paper provided it is folded to 8-1/2”x 11”. Respondents are encouraged to submit clear and concise responses and excessive length or extraneous information is discouraged. In an effort to ensure our ability to evaluate and choose a successful service provider for this project, respondents are encouraged to be responsive to the specific range of issues requested in this solicitation. Submission of excessive “boiler plate” information, including sales brochures, is discouraged. An appendix may be provided that includes résumés and examples of relevant work experience. The proposal narrative and appendices should be bound together in a single submittal. The proposal should be divided into nine tabbed sections with references to all parts of this Request for Proposal (RFP) done on a section number/paragraph number/letter basis. The nine sections should be named:

1. Required Submittals:

   A. **Letter of Transmittal:** This letter will summarize in a brief and concise manner the Service Provider’s understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Service Provider, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Service Provider must sign the Letter of Transmittal indicating the agent’s title or authority. The letter should not exceed two pages in length.

   B. **Type of Business:** The Service Provider shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Service Provider shall identify whether the business entity is incorporated in Georgia, another state, or a foreign country.

   C. **FEIN:** Provide the Federal Employer Identification Number of the Service Provider.

   D. **Principals:** The proposal must name all persons or entities serving, or intending to serve as principals in the Service Provider’s firm. Identify each principal of the firm and any other “key personnel” who will be professionally associated with the development and/or presentation of the proposal.

   E. **Corporate Information:** If a Service Provider is a corporation, it shall be certified with the Georgia Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Georgia.
F. **Summary of Litigation:** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Service Provider in the past five years which is related to the services that the Service Provider provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Service Provider in the past five years.

G. **License Sanctions:** List any regulatory or license agency sanctions. State if there are no license sanctions against the Service Provider.

H. **Acknowledgment of Addenda:** Include a signed and dated copy of all addenda issued by the County, if any.

I. **Past Performance:** Service Provider(s) should list and provide required information from all debris removal projects in excess of 500,000 cubic yards within the past seven years. Failure to list and provide the required information from any project the Service Provider has managed in excess of 500,000 cubic yards within the past seven years may result in proposal rejection. Required information from each project listed includes total cubic yards collected, total dollar amount of each project and corresponding amount reimbursed to the applicant. The Service Provider should also provide a contact person, telephone number, fax number and e-mail address for each project. See below for an example format.

<table>
<thead>
<tr>
<th>Project City, State</th>
<th>Date MM/YY to MM/YY</th>
<th>Total CY 800,000</th>
<th>Total Dollar Amount $7,590,000 Invoiced</th>
<th>Federal Reimbursement Amount $7,590,000</th>
<th>Contact Name</th>
<th>Title</th>
<th>Phone Number</th>
<th>Fax Number</th>
<th>E-mail Address</th>
<th>Comments</th>
</tr>
</thead>
</table>

J. **Financial Information:**

1) The successful service provider may be required to demonstrate their financial ability to perform the tasks included in this contract.

K. **Code of Ethics Affidavit:** Include a completed and signed Code of Ethics Affidavit (See Attachment 2 – Code of Ethics Affidavit).
Background

Gwinnett County, Georgia is requesting proposals from qualified individuals/firms for a stand-by contract for the clearance, demolition, removal, reduction, and disposal of disaster debris as directed by the County in order to eliminate immediate threat to the public health and safety. Also required is the elimination of immediate threats of significant damage to improved public or private property and that which is considered essential to ensure economic recovery of the affected community. Service Providers shall provide disaster recovery technical program management assistance to County officials. Work under this proposal will be utilized on an “as needed” basis or when notice to proceed is given to the successful proposer(s).

The Service Provider shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or other federal agency, and the state relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or other federal agency, and other state relief programs regulations regarding eligibility.

Scope of Services

This contract is classified as a cooperative agreement. The successful contractor(s) must allow all cities located within Gwinnett County the option to “piggyback” off of this contract. In the event of a disaster or needed debris removal, unincorporated Gwinnett County shall take priority over any other entity in regard to response time, debris removal and any other contract related services.

Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the County Debris Manager. Work shall also include the clearing and removing of any and all “Eligible” debris as most currently defined (at the time written notice to proceed is issued to the Service Provider) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of “eligible” applies to all uses throughout Scope of Services items 1 through 17. Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3) hauling debris to County approved DMS(s) or County approved Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County approved Final Disposal Site; and 6) disposing of reduced debris at a County approved Final Disposal Site. Debris not defined as eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Service Provider by the County Debris Manager. It shall be the Service Provider’s responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under
which the Service Provider was issued notice to proceed, unless otherwise directed by the County Debris Manager, in writing.

County personnel will complete the initial debris clearance for access from public streets and highways, including the moving of debris to unblock a street or highway. The County intends to perform debris clearance for access within its own forces or under existing contracts between the County and local firms. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner and the Service Provider may be directed to perform them.

After activation of the contract and after a preliminary damage assessment, the County and the Service Provider, together, will establish a schedule of events depending on the severity of the disaster surrounding the County. This schedule of events shall include the dates for the:

- Last pass of the removal of public and/or private vegetative debris
- Last pass of the removal of construction and demolition debris

These Last pass dates shall be very important to both the County and the Service Provider because of the liquidated damages that may be implemented, if the Service Provider does not meet these dates.

Scope of services under this contract includes, but is not limited to:

1. **Emergency Road Clearance**

   At the request of the County, this contract work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared disaster. All roadways designated by the County Debris Manager shall be clear and passable within 70 working hours of the issuance of Release Orders from the County to conduct emergency roadway clearance work. The County may choose to extend the Service Provider’s 70-hour limit through a written request. This may include roadways in municipalities within the County or other governmental agencies under the legal responsibility of the County. Clearance of these roadways will be performed as identified by the County Debris Manager. The Service Provider shall assist the County and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Schedule 2 – Hourly Labor and Equipment Price Schedule.

2. **ROW Vegetative Debris Removal**

   Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.
a. For the purposes of this contract, vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of vegetative debris existing in the County will be performed as identified by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County’s authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.

e. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures.

f. The Service Provider must provide traffic control as conditions require or as directed by the County Debris Manager.

3. **ROW C&D Debris Removal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Construction and Demolition (C&D) debris existing on the County ROW to a County approved DMS or County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of C&D debris existing in the County ROW will be performed as identified by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County’s authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.
e. Entry onto private property for the removal of C&D hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific ROE legal and operational procedures.

f. The Service Provider must provide traffic control as conditions require or directed by the County Debris Manager.

4. Demolition, Removal, Transport and Disposal of Non-RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, debris generated from the demolition of Non-RACM structures, as well as scattered C&D debris on private property, will be transported to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.

b. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.

c. Removal and transportation of Non-RACM demolished structures and scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

d. Once the debris removal vehicle has been issued a load ticket from the County’s authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

e. Entry onto private property for the removal of C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

f. The Service Provider is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).
5. Demolition, Removal, Transport and Disposal of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.

b. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.

c. Removal and transportation of RACM demolished structures and scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

d. Once the debris removal vehicle has been issued a load ticket from the County’s authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

e. Entry onto private property for the removal of C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

f. The Service Provider is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. DMS(s) Management, Operations and Reduction Through Grinding

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through grinding of disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency
(EPA) and GAEPD. The Service Provider shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. The Service Provider is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and GAEPD guidelines.

c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).

e. The Service Provider is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.

f. The Service Provider is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.

g. The Service Provider is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).

h. The Service Provider is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

i. The Service Provider is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Service Provider is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the County. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 13. Depending on the volume of HHW per DMS location, the County may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.

j. The Service Provider is responsible for providing 24-hour DMS(s) security.

k. The Service Provider will only permit Service Provider vehicles and others specifically authorized by the County or its authorized representative on site(s).
1. The Service Provider shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Service Provider will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See pages 42, Debris Site Tower Specifications).

Upon completion of haul-out activities, the Service Provider will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the County’s direction for DMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and GAEPD.

7. **DMS(s) Management, Operations and Reduction Through Air Curtain Incinerators**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, GAEPD and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and GAEPD. The Service Provider shall also be responsible any and all costs associated with third-party groundwater and soil testing.

b. The Service Provider is responsible for operating the DMS(s) in accordance with OSHA, EPA and GAEPD guidelines.

c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).

e. The Service Provider is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and
portable toilets.
f. The Service Provider is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
g. The Service Provider is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
h. The Service Provider is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
i. The Service Provider is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Service Provider is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by the County. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 13. Depending on the volume of HHW per DMS location, the County may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.
j. The Service Provider is responsible for providing 24-hour DMS(s) security and fire tender.
k. The Service Provider will only permit Service Provider vehicles and others specifically authorized by the County or its authorized representative on site(s).
l. The Service Provider shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Service Provider will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See pages 42 Debris Site Tower Specifications).
m. The Service Provider is responsible for all associated costs necessary to test residual ash from processing for arsenic and other Volatile Organic Compounds (VOCs) as deemed necessary based on DMS operations. Upon completion of haul-out activities, the Service Provider will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the County’s direction for DMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended
use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and GAEPD.

8. **DMS(s) Management, Operations and Reduction Through Controlled Open Burning**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through controlled open air burning of disaster related debris. Controlled open air burning must be approved by the County Debris Manager, Division of Forestry, GAEPD and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and GAEPD. The Service Provider shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. The Service Provider is responsible for operating the DMS(s) in accordance with OSHA, EPA and GAEPD guidelines.

c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).

e. The Service Provider is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets. The Service Provider is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.

f. The Service Provider is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.

g. The Service Provider is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

h. The Service Provider is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas,
for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Service Provider is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by the County. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 13. Depending on the volume of HHW per DMS location, the County may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.

i. The Service Provider is responsible for providing 24-hour DMS(s) security and fire tender.

j. The Service Provider will only permit Service Provider vehicles and others specifically authorized by the County or its authorized representative on site(s).

k. The Service Provider shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Service Provider will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See pages 42, Debris Site Tower Specifications).

l. The Service Provider is responsible for all associated costs necessary to test residual ash from processing for arsenic and other VOCs as deemed necessary based on DMS operations.

m. Upon completion of haul-out activities, the Service Provider will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the County’s direction for DMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and GAEPD.

9. **Haul-Out of Reduced Debris to a County Approved Final Disposal Site**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced material such as ash, compacted C&D or mulch existing at a County approved DMS(s) to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations. The Service Provider shall not receive any payment
from the County for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-County approved Final Disposal Site.

10. **Removal of Hazardous Leaning Trees and Hanging Limbs**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all hazardous trees six inches or greater in diameter, measured four-and-a-half feet from the base of the tree and hazardous hanging limbs two inches or greater in diameter when measured at the break existing on the County ROW. Debris generated from the removal of hazardous trees and hanging limbs two inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in “ROW Vegetative Debris Removal.” Hazardous leaning trees less than six inches in diameter, measured four-and-a-half feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Service Provider for cutting leaning trees less than six inches in diameter on a unit rate basis. The collection of all hazardous leaning trees and hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the County ROW then The Service Provider must load the resulting debris as hazardous leaning tree or hazardous hanging limbs as they are removed.

a. Hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of hazardous trees six inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Service Provider, in writing, by the County Debris Manager. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one of the following requirements:

1. The tree is leaning in excess of 30 degrees in a direction that poses an immediate threat to public health, welfare and safety.

2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.

3. Over 50 percent of the tree crown is damaged or broken and heartwood is exposed.

4. The tree has a split trunk that exposes heartwood.

b. Removal and placement of hazardous hanging limbs two inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the
Service Provider, in writing, by the County Debris Manager. In order for hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:

1. The limb is greater than two inches in diameter.
2. The limb is still hanging in a tree and threatening a public-use area.
3. The limb is located on improved public property.

11. **Removal of Hazardous Stumps**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove hazardous uprooted stumps greater than 24 inches in diameter, measured 24 inches from the base of the tree existing on the County ROW. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Hazardous stumps measured 24 inches from the base of the tree and 24 inches or less in diameter will be considered normal vegetative debris and removed in accordance with scope of services item 2. The diameter of stumps less than 24 inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Attachment 3 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

a. Hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Service Provider, in writing, by the County Debris Manager. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:

1. Fifty percent or more of the root ball is exposed.
2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than 50 percent of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Attachment 3 – FEMA Stump Conversion Table). The County or its authorized representative will measure and certify all eligible stumps prior to removal.
12. **Sand, Silt, and Debris Removal from Detention/Retention Structures**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to collect sand, silt, and debris from County detention/retention structures and transport to a County approved final disposal site in accordance with all federal, state, and local rules and regulations.

a. For the purposes of this element, sand, silt, and debris existing in County detention/retention structures will be removed to a depth designated by the County or the County’s authorized representative.

b. Once the debris removal vehicle has been issued a load ticket from the County’s authorized representative, the debris removal vehicle will proceed immediately to a County approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

13. **Household Hazardous Waste Removal Transport and Disposal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of HHW from the ROW to a permitted TSDF.

a. The removal, transportation and disposal of HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. All HHW shall be managed as hazardous waste and disposed of at a permitted TSDF.

14. **ROW White Goods Debris Removal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a County approved DMS, decontamination, and transportation to a County approved facility for recycling or final disposal. The facility for recycling or final disposal site must be approved in writing by the County. White goods containing refrigerants must first have such refrigerants removed by the Service Provider’s qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

a. The removal, transportation, and recycling or final disposal of white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

- All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.
b. The Service Provider shall recycle or dispose of all white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.

c. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a County approved DMS for refrigerant removal by the Service Provider’s qualified technicians.

15. **Dead Animal Carcasses**

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a County approved Final Disposal Site. The Service Provider shall coordinate activities the Gwinnett County Health Department.

a. Disposal of animal carcasses must be compliant with the Georgia Department of Agriculture and GAEPD rules for handling, solid waste, and air quality.

16. **Abandoned Vehicle Removal**

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of Abandoned Vehicles in areas identified and approved by the County. The removed vehicles will be hauled to a County approved staging area and subsequently removed by the appropriate insurance company or regulatory agency.

The removal, transportation and disposal of abandoned vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

17. **Other Debris Removal Work**

Neither the Service Provider nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Service Provider to dismiss or remove from the project any workers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.
EVALUATION OF PROPOSALS

EVALUATION METHOD

Proposals will be evaluated and scored by the Proposal Evaluation Team based on the scoring criteria as outlined in this document.

During the first phase of the evaluation, the Evaluation Team will have access to all proposal materials except the separately sealed Cost Proposal. Proposals will initially be scored based on the technical criteria and references. The selection committee may invite any number of the highest rated firms to participate in onsite interviews. All expenses related to the participation in the onsite interviews and any costs associated with the preparation of the proposal document are the responsibility of the service provider. The decision to interview and the number of firms to interview is at the sole discretion of the evaluation team. The interview (if required) will be evaluated and scored, and this score will be added to the overall score.

The County reserves the right to award the contract to multiple service providers as deemed in the County’s best interest. A primary, secondary, and tertiary Service Provider may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. The service provider(s) with the highest score(s) will be recommended for award contingent upon approval by the Gwinnett County Board of Commissioners. The County reserves the right to negotiate with the selected firm(s) for rates and concessions that are in the best interest of the County. Upon the County's award of the contract, the County will present a contract for execution to the selected service provider(s). If execution of this contract with the selected service provider(s) is unsuccessful, the County will negotiate with the second ranked service provider and so on until a satisfactory agreement has been reached.

There will be no bias in terms of a solution and/or a solution framework so as to afford all service provider(s) an even playing field when the proposals are evaluated. The County reserves the right to ask for additional information and clarification from or about any or all service provider(s).

Please make sure the contact information for the references you provide is correct. References are usually contacted via e-mail and it is very important that they reply in a timely manner.
EVALUATION CRITERIA
The following criteria and weights shall be utilized in the evaluation of the proposals:

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>MAXIMUM POINTS</th>
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<tr>
<td><strong>EXPERIENCE AND PAST PERFORMANCE:</strong></td>
<td>35</td>
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<tr>
<td>• Experience of the firm/individual’s, credentials and training</td>
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<td>• List and description of similar services and how they relate to</td>
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<td>the County needs, past performance and demonstrated experience.</td>
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<td><strong>DEMONSTRATED ABILITY TO PERFORM THE REQUIRED WORK:</strong></td>
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<td>• Understanding of the scope of the project; approach to the project</td>
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<td>• Financial Stability</td>
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<td><strong>REFERENCES:</strong></td>
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<td><strong>PRICE PROPOSAL:</strong></td>
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<td><strong>Subtotal:</strong></td>
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<td><strong>Optional Interview:</strong></td>
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<tr>
<td><strong>MAXIMUM TOTAL:</strong></td>
<td>125 Points</td>
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1. **Experience and Past Performance:**
   Provide résumés for the project manager, operations manager and other key personnel proposed for this program. Provide a list of personnel assigned to the County in the event of contract activation. Information shall be presented in tabular form. The list shall include but is not limited to:
   - Contact persons, including telephone numbers and e-mail address
   - Project manager – should have five years of experience
   - Operations manager – should have three years of experience
   - Other key personnel assigned to the project/this Agreement

Changes to personnel listed on the proposal at the time of an event must be communicated to the County and are subject to approval by the County. The County also reserves the right to request the substitution of any personnel as the County deems necessary. List any licenses or certifications related to the scope or work described in this RFP. State if the Service Provider does not have any related or applicable licenses or certifications.
2. **Demonstrated Ability to Perform the Required work:**

Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Service Provider will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach must also outline the following:

A. Ability to manage activation of multiple contracts  
B. Mobilization and demobilization plan  
C. Documenting and resolving damages  
D. Invoicing and data management

Provide a description of the firm’s typical DMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the County and are subject to County approval. The County also reserves the right to request changes to the Service Provider(s) site safety plan or operational plan. Provide a subcontracting plan that includes items such as a description of percentage of work to be subcontracted and a list of subcontractors.

3. **References:** Provide three references where work of a similar size and scope has been completed.

4. **Price Proposal:** The Service Provider shall submit Price Proposal forms included in this RFP **in a separate and sealed envelope from the proposal document.** For any item indicated as $0, an explanation must be provided to explain how this cost will be assessed if the item is encountered.
General Requirements & Information:

- Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. This is to ensure that all prospective respondents have the same level of knowledge relative to the project as well as ensuring the additional data is made available to all proposers.

- Proposals submitted are not publicly available until after award by the Gwinnett County Board of Commissioners. All proposal and supporting materials as well as correspondence relating to this RFP become property of Gwinnett County when received. Any proprietary information contained in the proposal should be so indicated. However, a general indication that the entire contents, or a major portion, of the proposal is proprietary will not be honored.

- Addenda & Opening of Proposals
  It is the ultimate responsibility of the proposer to ensure that they have all applicable addenda prior to proposal submission. Addenda will be posted on our website: www.gwinnettcounty.com. Receipt of addenda should be acknowledged on the appropriate space provided in this solicitation and returned with your proposal. Only the names of the submitting companies will be read at the opening. All proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation, and selection process.

- Request for Clarification or Additional Information
  At its discretion, the Evaluation Team may request a proposer provide any missing information, make corrections, and/or provide clarifications regarding its proposal, as may be required in the evaluation process.

- Gwinnett County is dedicated to promoting the local economy and contributing to the success of our businesses and citizens. We are interested in doing business with vendors that have a positive local impact and support this mission. As outlined in the Proposal Submission Instructions, vendors should submit a one-page informational narrative describing their firms’ contributions to the local economy.

- Successful service provider is required within ten (10) days of the Notice of Award to provide the following:
  b. Two (2) properly executed contract documents.

- Failure to provide the above documents within ten (10) days after the Notice of Award may be just cause for the annulment of award. At the discretion of the County, the award may then be made to the next highest scoring responsible proposer.

- The selected service provider will be responsible for providing evidence of the insurance coverage as required in the insurance requirements listed in this document, and maintaining said insurance throughout the project.
**Term of Agreement**

The contract will be a one year contract utilized on an “as needed basis” with the option to be renewed for four additional one-year periods if mutually agreed upon by both parties, within budgetary limitations, and at the same terms and conditions.

**Annual Coordination Meeting**

The successful Service Provider(s) shall be required to attend an annual coordination meeting with the County at no additional cost to the County.

**Description of Designated Areas**

A. The designated area for debris removal (the County right-of-way) is bounded by the County limits of the County and includes public property and Right-of-Way (ROW), County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the jurisdictional boundaries of the County. The County Debris Manager may also authorize the Service Provider to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager. If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program eligible roadways, the Service Provider will be required to provide crews separate from those providing County ROW debris removal services. The crews allocated to provide debris removal from FHWA-ER eligible roadways will only collect debris from FHWA-ER eligible roadways. Further, the Service Provider shall abide by all eligibility requirements and guidance set forth by FHWA for debris removal on FHWA-ER Program eligible roadways.

B. The County Debris Manager will authorize and approve which services the Service Provider shall provide from the scope of services and which zones/areas must be prioritized.

C. All debris identified by the County Debris Manager shall be removed. The number of complete passes the Service Provider shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Service Provider shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Service Provider shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

D. Loose leaves and small debris shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six
inches in any dimension shall be left at the point of collection.

E. Service Provider shall deliver all disaster related debris to a County approved Debris Management Site (DMS) or County approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state and federal regulations.

F. All Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Service Provider will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. The Service Provider reduction, handling, disposal and remediation methods must be approved, in writing, by the County Debris Manager.

G. Payment for disposal costs such as tipping fees incurred by the Service Provider at a County approved Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Service Provider must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Service Provider will also be required to provide proof of Service Provider payment to the County approved Final Disposal Site.

H. The Service Provider shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.

I. The County reserves the right to inspect DMS, verify quantities and review operations at any time.

**Debris Management Sites**

The Service Provider is responsible for providing a sufficient number of DMS to support the event in which the contract is activated. The proposed DMS must be approved by the County. Depending on the event the County may provide the Service Provider with DMS locations within the County. The cost associated with acquiring, preparing, leasing, renting, operating, remediating land used as DMS in the County is a cost borne by the Service Provider and compensated based on the Service Provider’s bid for site management and reduction of debris.

The Service Provider will prepare and maintain the DMS facility(ies) to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include the following:
• Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
• Ensuring only Service Provider vehicles and others specifically authorized by the County will be allowed to use the DMS.
• Providing DMS utilities which include but are not limited to water, lighting, and portable toilets.
• Providing traffic control which includes but is not limited to traffic cones and staff with traffic flags.
• Providing DMS dust control and erosion control which includes but is not limited to an operational water truck, silt fencing, and other best management practices.
• Providing DMS fire protection which includes but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.
• Providing 24-hour site security for each DMS.
• Restoring the site to its original condition prior to site use. Site remediation includes returning original site grade, sod, and other physical features. Site remediation also includes returning the site to its original condition as verified through soil and groundwater samples. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have to be demolished at the County’s direction.

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

The Service Provider’s Operations Manager will assign a Foreman to the (each) DMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, and safety. The DMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Service Provider’s Operation Manager, who will in turn provide this information to the County. These daily reports must meet the requirements of FEMA, FHWA, or other federal agency, and other reimbursement and regulatory governmental agencies.

The Service Provider will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and the Georgia Environmental Protection Division (GAEPD). All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.
Technical Specifications

Notice to Proceed

The County shall issue official written notice to proceed for the services referenced in this contract. Notice to proceed shall be sent via electronic transmission (facsimile, e-mail, etc.). If the Service Provider’s authorized representative is on site in the County, the written notice to proceed may be hand delivered. Under no circumstances shall the County be liable for any services rendered unless the written notice to proceed has been sent and received by the Service Provider(s). The Service Provider(s) must acknowledge receipt of the written notice to proceed upon receipt.

Changes in Scope of Work

The County Manager may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to the agreement.

Mobilization

Within 24 hours of notice to proceed from the County, the Service Provider will mobilize an Operations Manager to the County. The Operations Manager will assist the County in planning for the operation and mobilization of Service Provider personnel and equipment necessary to perform the work. If the Service Provider does not send an Operations Manager within 24 hours after the all by the County, the County may then go to the next RFP-approved Service Provider for their services instead of using the first Service Provider.

Within 48 hours of notice to proceed from the County, the Service Provider shall mobilize equipment and resources in the County to begin debris removal operations as directed by the County Manager. As part of the Service Provider’s mobilization effort the Service Provider(s) shall provide an on-site office trailer for the duration of the project or as directed by the County.

Safety

The Service Provider(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Service Provider(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Service Provider(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.
On-Site Project Manager

The Service Provider(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Service Provider(s)’ project manager must be available 24 hours a day, or as required by the County Debris Manager.

Equipment

a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two-inch by six-inch boards or greater and not to extend more than two feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the County’s authorized representatives prior to its use by the Service Provider(s).

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved DMS or a County approved Final Disposal Site.

d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Service Provider(s) shall not solicit 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 Service Provider(s) mix debris hauled for others with debris hauled under this contract.

e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.
f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic 50 percent deduction for lack of compaction.

Traffic Control

The Service Provider(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Service Provider(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Service Provider(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Service Provider(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Service Provider for traffic control is an overhead expense contemplated as part of the Service Provider’s compensation under the terms and conditions of scope of services.

Rapid Response Crew

Service Provider(s) shall be required to provide the County with access to one or more Rapid Response Crews (RRC) as directed by the County. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County’s authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

Work Hours

The Service Provider(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Service Provider(s). Unless otherwise directed, the Service Provider must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis.

Time of Completion

The services shall commence upon written notice to proceed from the County Manager or his designee. For each event in which the contract is activated the
County and the Service Provider will develop a project completion date. The project completion date may be revised if mutually agreed upon by the County and the Service Provider.

Liquidated Damages

Should the Service Provider fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore the Service Provider shall pay the County, as liquidated damages, the following:

a. The Service Provider shall pay the County, as liquidated damages, $5,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within 48 hours of notice to proceed.

b. The Service Provider shall pay the County, as liquidated damages, $1,000.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County approved Final Disposal Site. Application of liquidated damages does not release the Service Provider of all liability associated with hauling and depositing material to an unauthorized location.

c. The Service Provider shall pay the County, as liquidated damages, $500.00 per incident where the Service Provider fails to repair damages that are caused by the Service Provider or subcontractor(s). Application of liquidated damages does not release the Service Provider from the responsibility of resolving or repairing damages.

d. The Service Provider shall pay the County, as liquidated damages, $500.00 per calendar day of delay to complete the project by the agreed upon project completion date.

e. The Service Provider shall pay the County, as liquidated damages, $500.00 per calendar day of delay to remediate each DMS to the original condition based on the completion date set forth by the County and Service Provider per DMS.

f. The Service Provider shall pay the County, as liquidated damages, $100.00 per incident where the Service Provider fails provide sufficient documentation to the County to support FEMA eligibility of the work performed. Additionally no payment will be made for the work performed. This liquidated damage will only apply when the contract is activated for a FEMA eligible disaster.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the County should suffer by failure of the Service Provider to complete requirements set forth in the scope of work.
Damages

The Service Provider(s) shall repair any damages caused by the Service Provider’s equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Service Provider(s) as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Service Provider’s expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs. To the extent that the County deems the Service Provider(s) negligent in management practices, the County may withhold from retainage money or invoice the Service Provider(s) for time and material costs associated with resolving issues or damages related to the Service Provider’s work.

Existing Utilities

a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Service Provider’s responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Service Provider(s) shall pay all such costs to the utility company for any adjustments.

b. The County may choose either to have the Service Provider(s) make the necessary repairs or have the Service Provider(s) pay all costs incurred to repair damaged utilities that are a result of the Service Provider, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Service Provider(s).

Debris Site Tower Specifications

a. The Service Provider(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Service Provider(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of 10 feet from surrounding grade to finish floor level, have a minimum 8 feet by 8 feet of usable floor area, be covered by a roof with 2 feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up 4 feet on all 4 sides. The expense incurred by the Service Provider for the construction of towers is an overhead expense contemplated as part of the Service Provider’s compensation under the terms and conditions of scope of services items 6, 7 and 8.
b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

Facilities at DMS Locations

a. The Service Provider(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Service Provider(s) throughout the duration of dumping operations. The expense incurred by the Service Provider(s) for the operation of portable toilets is an overhead expense contemplated as part of the Service Provider’s compensation under the terms and conditions of scope of services items 6, 7 and 8.

Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County until final disposal at a properly permitted disposal site.

Environmental Protection

a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Service Provider(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. Service Provider(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMSs. Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.

c. The Service Provider(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Service Provider(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.

d. The Service Provider(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

e. The Service Provider(s) shall immediately report and document all incidents
to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

f. The Service Provider must notify the County regarding any fluid or chemical spillage so that the County or its authorized representative can review and approve of the cleanup.

Documentation and Measurement

a. The Service Provider is responsible for ensuring that all labor and equipment used for Emergency Push activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.

b. All Service Provider(s) trucks used for collection and hauling of debris from the County ROW to County approved DMSs or County approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the County or County-authorized representative. The Service Provider shall provide a representative to attest to the certification/measuring process. It is the Service Provider’s responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Service Provider name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or communities.

c. The Service Provider(s) is responsible for ensuring that all subcontractors maintain a valid driver’s licenses and equipment legally fit for travel on the road.

d. Load tickets will be provided by the County or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.

- Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.

- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Service Provider(s) are responsible for
ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.

- Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the County authorized representative present at the DMS or County approved Final Disposal Site. The County authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The County will keep the original copy, two copies will be given back to the vehicle operator and the remaining two copies will be provided to the Service Provider.

- Loads of processed (e.g., chipped) debris being hauled from a DMS to a County approved Final Disposal Site will follow the same load ticket procedures. A County authorized representative will initiate the load ticket at the DMS. Another County authorized representative will validate and sign the ticket at the County approved Final Disposal Site.

- The Service Provider(s) shall give written notice of the location for work scheduled 24 hours in advance.

Payment

a. The County, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Service Provider(s) will be provided with copies of this documentation. These documents will be used by the Service Provider as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the County be responsible for unpaid incomplete tickets.

b. Private property and FHWA-ER funded roadway debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.),
program (ROW collection, private property debris removal, etc.).

c. Invoices shall be submitted to the County’s authorized representative on a bi-weekly basis. All invoices must be submitted in electronic copy (Microsoft Excel format) of the invoice detail. Electronic invoices should be sent via e-mail to disbursements@gwinnettccounty.com. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only 100 percent accurate and complete invoices shall be approved by the County authorized representative for payment.

d. A 10 percent retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Service Provider(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Service Provider(s) to public or private property.

e. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

f. The Service Provider is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Service Provider shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

g. Payment for disposal cost incurred by the Service Provider(s) at County approved Final Disposal Sites will be made at the cost incurred by the Service Provider. The Service Provider(s) must submit a copy of all applicable disposal site permits, a copy of the invoice(s) received by the County approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the County approved Final Disposal Site, and proof of Service Provider payment to the County approved Final Disposal Site.

h. Service Provider(s) must submit a final invoice within 30 days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked “FINAL INVOICE” and no additional payments will be made after the Service Provider’s final invoice.

i. When this contract is activated for an event funded by state or federal funds, the Service Provider will comply with all requirements of the state or federal
government applicable to the use of the funds. Additionally, when this contract is activated for an event funded by state or federal funds, the County will only pay for those items deemed eligible by the Federal Emergency Management Agency (FEMA) or Federal Highway Administration (FHWA), unless the County otherwise agrees in writing.

j. The Service Provider will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven years following receipt of final payment for the services referenced herein.
FHWA-ER Program Contract Requirements

The County intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the County mandates compliance from the successful Service Provider regarding the following:

a. FHWA Form 1273, titled Standard Federal-aid Provisions (Attachment 7). FHWA Form 1273 will be included in the final contract.

b. Buy America Requirements

c. 49 CFR Part 26, Disadvantage Business Enterprise Program

d. American with Disabilities Act of 1990 (ADA)

e. Convict Labor Prohibition
STANDARD INSURANCE REQUIREMENTS
(For projects less than $1,000,000)

1. Statutory Workers' Compensation Insurance
   (a) Employers Liability:
       ✓ Bodily Injury by Accident - $100,000 each accident
       ✓ Bodily Injury by Disease - $500,000 policy limit
       ✓ Bodily Injury by Disease - $100,000 each employee

2. Commercial General Liability Insurance
   (a) $500,000 limit of liability per occurrence for bodily injury and property damage
   (b) The following additional coverage must apply:
       ✓ 1986 (or later) ISO Commercial General Liability Form
       ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
       ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
       ✓ Blanket Contractual Liability
       ✓ Broad Form Property Damage
       ✓ Severability of Interest
       ✓ Underground, explosion, and collapse coverage
       ✓ Personal Injury (deleting both contractual and employee exclusions)
       ✓ Incidental Medical Malpractice
       ✓ Hostile Fire Pollution Wording

3. Auto Liability Insurance
   (a) $500,000 limit of liability per occurrence for bodily injury and property damage
   (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
   (c) Additional Insured Endorsement
   (d) Contractual Liability

4. Umbrella Liability Insurance - $1,000,000 limit of liability
   (a) The following additional coverage must apply
       ✓ Additional Insured Endorsement
       ✓ Concurrency of Effective Dates with Primary
       ✓ Blanket Contractual Liability
       ✓ Drop Down Feature
       ✓ Care, Custody, and Control - Follow Form Primary
       ✓ Aggregates: Apply Where Applicable in Primary
       ✓ Umbrella Policy must be as broad as the primary policy

5. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.

6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.

7. Certificate Holder should read:
   Gwinnett County Board of Commissioners
   75 Langley Drive
   Lawrenceville, GA  30046-6935

8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and
domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor’s broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best’s rating of A-5 or better.

9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.

10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.

11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.

12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.

13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.

14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.

15. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.

16. Special Form Contractors’ Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.

17. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the County upon their request.

18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.

19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.

20. The Contractor shall at a minimum apply risk management practices accepted by the contractors’ industry.
Note: Return this sheet with your technical proposal submittal (NOT your cost proposal submittal).

Complete the information below and return with your proposal submittal.

Please identify the surety company and the current line of bonding credit that has been extended to your company.

Bond Surety Company (Payment Bond and Performance Bond)

Name: ________________________________________________________________

Mailing Address: _________________________________________________________

City: _________________________________________________________________

State and Zip: _________________________________________________________

Contact Person: _________________________________________________________

Telephone and Fax: _____________________________________________________

E-mail Address: _________________________________________________________

Bonding Credit: _________________________________________________________

Please give the name, address, and telephone number of your current surety agent or underwriting contact:

Name: ________________________________________________________________

Mailing Address: _________________________________________________________

City: _________________________________________________________________

State and Zip: _________________________________________________________

Telephone and Fax: _____________________________________________________

E-mail Address: _________________________________________________________

The awarded service provider(s) will be required to provide payment and performance bonds within 10 days after the Notice to Proceed is issued. The amount of the bonds will be based on the estimated cost of each project. Failure to provide bonds within this timeline will be cause for termination of the contract. Should the actual cost exceed the estimated cost, bonds must be increased. Awarded service provider(s) will need to provide a letter from the surety company confirming they will provide payment and performance bonds upon receipt of Notice to Proceed.
I. PREPARATION OF PROPOSALS
A. Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer’s risk.

B. Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.

C. Individuals, firms and businesses seeking an award of a Gwinnett County, Georgia (County) contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful proposer(s) will be required to complete them prior to contract execution.

E. In accordance with the Georgia Illegal Reform and Enforcement Act of 2011, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if applicable. Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

F. Gwinnett County is dedicated to promoting the local economy and contributing to the success of our businesses and citizens. We are interested in doing business with vendors that have a positive local impact and support this mission. As outlined in the Proposal Submission Instructions, vendors should submit a one-page informational narrative describing their firms’ contributions to the local economy.

II. DELIVERY
A. Each proposer should state time of proposed delivery of goods or services.

B. Words such as “immediate,” “as soon as possible,” etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. EXPLANATION TO PROPOSERS
Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposals, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all proposers before the close of the proposal. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if
the lack of such information would be prejudicial to uninformed proposers. The written proposal document supersedes any verbal or written communication between the parties. Receipt of addenda should be acknowledged in the proposal. **It is the proposer's responsibility to ensure that they have all applicable addenda prior to proposal submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.

IV. **SUBMISSION OF PROPOSALS**

A. Proposals shall be enclosed in a sealed package, addressed to the Gwinnett County Purchasing Office with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.

B. **ADD/DEDUCT:** Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.

C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer’s request and expense if testing does not destroy items.

D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.

E. Full identifications of each item proposed, including brand name, model, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer’s literature may be furnished.

F. The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

G. Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents that have been signed. The County will determine this.

H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

I. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

V. **WITHDRAWAL OF PROPOSAL DUE TO ERRORS**

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

To withdraw a proposal after proposal opening, the supplier has up to 48 hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of proposal.
Withdrawal of bid bond for this reason must be done in writing. Suppliers who fail to request withdrawal of proposal by the required 48 hours shall automatically forfeit bid bond. Bid bond may not be withdrawn otherwise.

Proposal withdrawal is not automatically granted and will be allowed solely at Gwinnett County’s discretion.

VI. TESTING AND INSPECTION
Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item that fails to meet the specifications shall be borne by the proposer.

VII. F.O.B. POINT
Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. PATENT INDEMNITY
The Service Provider guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the Service Provider is not the patentee, assignee or licensee.

IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS
A 5 percent bid bond, a 100 percent performance bond, and a 100 percent payment bond shall be furnished to Gwinnett County for any proposal as required in proposal documents. Failure to submit appropriate bonding will result in automatic rejection of proposal. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury’s publication of companies holding certificates of authority as acceptable surety on federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirements of the solicitation. See attachment 1 for the County’s Bid Bond and Payment and Performance Bond forms.

X. DISCOUNTS
A. Time payment discounts will be considered in arriving at net prices and in award of proposal. Offers of discounts for payment within 10 days following the end of the month are preferred.

B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. AWARD
A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.
B. The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.

C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.

E. In the event that negotiations with the highest ranked firm are unsuccessful the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES
Failure of a Service Provider to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the Service Provider shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting Service Provider. Alternatively, the County may penalize the Service Provider 1 percent per day for a period of up to 10 days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY
The County will furnish no material, labor or facilities unless so provided in the RFP.

XIV. REJECTION OF PROPOSALS
Failure to observe any of the instructions or conditions in this request for proposal shall constitute grounds for rejection of proposal.

XV. CONTRACT
Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such Service Provider, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Gwinnett County “Sample Contract” as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the “Sample Contract” in its entirety.

When the Service Provider has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the Service Provider, within 30 days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that
Gwinnett County fails to pay the Service Provider within 60 days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the Service Provider interest at the rate of 0.5 percent per month or pro rata fraction thereof, beginning the 61st day following receipt of pay requests. The Service Provider’s acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION
Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud. Each proposer, if included in proposal documents, shall execute an affidavit of non-collusion. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT
The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the Service Provider upon non-performance or violation of contract terms. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Service Provider (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the Service Provider shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Service Provider to deliver materials or services within the time stipulated on his proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE
The County may terminate this agreement for cause upon ten days prior written notice to the Service Provider of the Service Provider’s default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County’s rights or remedies by law.

XIX. TERMINATION FOR CONVENIENCE
The County may terminate this agreement for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the County’s termination of this agreement for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider, which shall itemize each element of performance.

XX. DISPUTES
Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Service Provider. The decision of the Purchasing Director shall be final and binding; however, the Service Provider shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS
Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.
XXII. INELIGIBLE PROPOSERS
The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three consecutive times for any given commodity may result in removal from the list under that commodity.

XXIII. OCCUPATION TAX CERTIFICATE
Each successful proposer shall provide evidence of a valid Gwinnett County occupation tax certificate if the proposer maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County and out of State proposers are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE
The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List) and other problems or requirements related to Purchasing. The Purchasing Policy and Review Committee have authority to place suppliers and contractors on the Ineligible Source List for reasons listed in the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT
All Service Providers for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Michael Plonowski, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8015.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS
Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm’s solicitation response. If there are “exceptions” or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVII. TAX LIABILITY
Local and state governmental entities must notify Service Providers of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63.
XXVIII. STATE LAW REGARDING WORKER VERIFICATION
State Law requires that all who enter into a contract for public works as defined by O.C.G.A. 36-91-2(10) for the County must satisfy the Illegal Immigration Reform and Enforcement Act of 2011, in all manner, and such are conditions of the contract.

By submitting a proposal to the County, Service Provider agrees that, in the event the Service Provider employs or contracts with any subcontractor(s) in connection with the covered contract, the Service Provider will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with the Illegal Immigration Reform and Enforcement Act of 2011. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a Service Provider's or subcontractors’ compliance with the Illegal Immigration Reform and Enforcement Act of 2011 and the rules and regulations of the Georgia Department of Labor. The Service Provider and subcontractors shall retain all documents and records of its compliance for a period of three years following completion of the contract. This requirement shall apply to all contracts for the public works as defined by O.C.G.A. 36-91-2(10) where any persons are employed on the County contract.

Whenever it appears that a Service Provider’s or subcontractor’s records are not sufficient to verify the work eligibility of any individual in the employ of such Service Provider or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security.

A Service Provider’s failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011, Gwinnett County may direct the Service Provider to terminate that subcontractor. A Service Provider’s failure to follow Gwinnett County’s instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 may be sanctioned by termination of the contract.

XXIX. SOLID WASTE ORDINANCE
No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders.

XXX. GENERAL CONTRACTORS LICENSE
Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

XXXI. INDEMNIFICATION
To the fullest extent permitted by law, the Service Provider shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is
caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Service Provider or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

XXXII.  CODE OF ETHICS

“Proposer/Bidder” shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The “Proposer/Bidder” shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its entirety at www.gwinnettc county.com

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 north to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At sixth traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light to the 4-way stop sign. The public parking lot is on the left. The Purchasing Division is located in the Administrative Wing-2nd Floor.
Attachment 1 – Payment Bond and Performance Bond Forms
Gwinnett County, Georgia

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of ____________, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners

(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046

(Address of Obligee)

hereinafter called Obligee;

for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of

______________________________

Dollars

($____________________________) in lawful money of the United States, for the payment of which sum, will and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, and faithfully perform said Contract according to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

ALL persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made
in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

_Gwinnett County, Georgia_

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.
Gwinnett County, Georgia

ATTEST:

__________________________________________  (Principal)

(Principal Secretary)

(SEAL)

By:  _______________________________________

(Address)

(Witness as to Principal)

__________________________________________  (Address)

(Assistant)

ATTEST:  By:  _______________________________________

(Surety)

(Attorney-in-Fact)

Resident or Nonresident Agent

(SEAL)

__________________________________________  (Address)

(Witness as to Surety)

(Address)

(BONDING AGENT CONTACT INFO)

Print Name__________________________________________

Company Name________________________________________

E-Mail_________________________________________________

Phone__________________________________________

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.
GWINNETT COUNTY, GEORGIA

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a

(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of ________, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners

(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046

(Address of Obligee)

hereinafter referred to as Obligee, are held and firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of

($______________) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.
GWINNETT COUNTY, GEORGIA

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures Next Page)
GWINNETT COUNTY, GEORGIA

ATTEST:

(Principal)

(Principal Secretary)

(SEAL)

By:

(Address)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

By:

(Attorney-in-Fact)

Resident or Nonresident Agent

(SEAL)

(Address)

(Witness as to Surety)

(Address)

(BONDING AGENT CONTACT INFO)

Print Name

Company Name

E-Mail

Phone

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.
Attachment 2 – References
Contractor Affidavit
Code of Ethics Affidavit
FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

REFERENCES

Gwinnett County requests a minimum of three, (3) references where work of a similar size and scope has been completed.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Brief Description of Project</th>
<th>Completion Date</th>
<th>Contact Person</th>
<th>Telephone</th>
<th>Facsimile</th>
<th>E-Mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
<td>Company Name</td>
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<td>Company Name</td>
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<td>Company Name</td>
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<td></td>
</tr>
</tbody>
</table>
By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

_____________________________  _____________________
E-Verify * User Identification Number   Date Registered

_____________________________
Legal Company Name

_____________________________
Street Address

_____________________________
City/State/Zip Code

_____________________________
BY: Authorized Officer or Agent
(Contractor Signature)

_____________________________
Date

_____________________________
Title of Authorized Officer or Agent of Contractor

_____________________________
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_______ DAY OF _______________________, 201_

____________________________________________
Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is “E-Verify” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA). Rev. 6.20.13
RP002-18 Disaster Debris Removal, Reduction, Disposal, and Other Emergency Debris Related Services on an Annual Contract

CODE OF ETHICS AFFIDAVIT

(TWO FORMS SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMTTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. ____________________________
   (Company Submitting Bid/Proposal)

2. (Please check ☐ one box below)
   □ No information to disclose (complete only section 4 below)
   □ Disclosed information below (complete section 3 & section 4 below)

3. (if additional space is required, please attach list)

<table>
<thead>
<tr>
<th>Gwinnett County Elected Official Name</th>
<th>Gwinnett County Elected Official Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Sworn to and subscribed before me this
   ________________ day of ________________, 20__

   ____________________________
   Authorized Officer or Agent Signature

   ____________________________
   Printed Name of Authorized Officer or Agent

   ____________________________
   Notary Public

   ____________________________
   Title of Authorized Officer or Agent of Contractor

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its’ entirety at www.gwinnettcountry.com
Attachment 3 – FEMA Stump Conversion Table
Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

\[
\frac{[(\text{Stump Diameter})^2 \times 0.7854 \times \text{Stump Length}] + [(\text{Root Ball Diameter})^2 \times 0.7854 \times \text{Root Ball Height}]}{46656}
\]

0.7854 is one-fourth \( \pi \) and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"
Attachment 4 – Schedule 1 Unit Rate Price Schedule

(Submit in separate sealed envelope.)
<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>$ Per Cubic-Yard</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>ROW Vegetative Debris Removal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Work consists of the collection and transportation of vegetative debris on</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>the ROW to a County approved debris management site (DMS) or final disposal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>site. Mileage is based on one way haul distance.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0 - 14.99 miles</td>
<td>150,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>15 - 29.99 miles</td>
<td>87,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>30 miles or greater</td>
<td>12,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total: 250,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>ROW Construction and Demolition (C&amp;D) Debris Removal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Work consists of the collection and transportation of C&amp;D debris on the ROW</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>to a County approved DMS or final disposal site. Mileage is based on one</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>way haul distance.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0 - 14.99 miles</td>
<td>30,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>15 - 29.99 miles</td>
<td>15,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>30 miles or greater</td>
<td>5,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total: 50,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Demolition, Removal, Transport and Disposal of Non-RACM Structures</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Work consists of the collection and transportation of C&amp;D debris on the ROW</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>to a County approved DMS or final disposal site. Mileage is based on one</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>way haul distance.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0 - 14.99 miles</td>
<td>15,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>15 - 29.99 miles</td>
<td>7,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>30 miles or greater</td>
<td>2,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total: 25,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item #</td>
<td>Description</td>
<td>Estimated Quantity</td>
<td>$ Per Cubic-Yard</td>
<td>Total</td>
</tr>
<tr>
<td>-------</td>
<td>------------------------------------------------------------------------------</td>
<td>--------------------</td>
<td>------------------</td>
<td>-------</td>
</tr>
<tr>
<td>5</td>
<td>Demolition, Removal, Transport and Disposal of RACM Structures</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Work consists of the decommissioning, demolition, and disposal of RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0 - 14.99 miles</td>
<td>15,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>15 - 29.99 miles</td>
<td>7,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>30 miles or greater</td>
<td>2,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total:</td>
<td>25,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>DMS Management and Reduction by Grinding</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Work consists of management and operation of DMS locations for the reduction of disaster related debris through grinding.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Total:</td>
<td>225,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>DMS Management and Reduction by Above Ground Air Curtain Incinerators</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Work consists of management and operation of DMS locations for the reduction of disaster related debris through above ground air curtain incineration.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total:</td>
<td>62,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>DMS Management and Reduction by Controlled Open Burning</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Work consists of management and operation of DMS locations for the reduction of disaster related debris through controlled open burning.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total:</td>
<td>62,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Haul-out of Reduced Debris to a County Designated Final Disposal Site</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Work consists of loading and transporting reduced disaster related debris at a County approved DMS to a County approved final disposal site. Mileage is based on one way haul distance.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0 - 14.99 miles</td>
<td>1,563</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>15 - 29.99 miles</td>
<td>15,625</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>30 - 44.99 miles</td>
<td>17,188</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>45 - 59.99 miles</td>
<td>18,750</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### SCHEDULE 1 – UNIT RATE PRICE SCHEDULE

Reference RFP Scope of Services – Items 2-16 (Failure to return this sheet with your cost proposal document may result in rejection of proposal.)

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>$ Per Cubic-Yard</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td><strong>Haul-out of Reduced Debris to a County Designated Final Disposal Site (Continued)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Work consists of loading and transporting reduced disaster related debris at a County approved</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DMS to a County approved final disposal site. Mileage is based on one way haul distance.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>60 - 74.99 miles</td>
<td>6,250</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>75 - 99.99 miles</td>
<td>1,563</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>100 miles or greater</td>
<td>1,563</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total:                                                                          62,500</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 10     | **Removal of Hazardous Leaning Trees and Hanging Limbs**                                       |                    |                  |       |
|        | Work consists of removing hazardous leaning trees or hanging limbs and placing them on the     |                    |                  |       |
|        | safest possible location on the County ROW for collection under the terms and conditions of    |                    |                  |       |
|        | scope of services item 2, ROW Vegetative Debris Removal (Collect & Haul)                       |                    |                  |       |
|        | 6 inch to 12.99 inch diameter hazardous tree                                                    | 250                |                  |       |
|        | 13 inch to 24.99 inch diameter hazardous tree                                                    | 200                |                  |       |
|        | 25 inch to 36.99 inch diameter hazardous tree                                                    | 100                |                  |       |
|        | 37 inch to 48.99 inch diameter hazardous tree                                                    | 50                 |                  |       |
|        | 49 inch and larger diameter hazardous tree                                                       | 25                 |                  |       |
|        | Removal of all hazardous hanging limbs (per tree)                                                | 3,500              |                  |       |
|        | Total:                                                                          4,125                |                    |                  |       |

| 11     | **Removal of Hazardous Stumps**                                                                 |                    |                  |       |
|        | Work consists of removing hazardous stumps and transporting resulting debris to a County       |                    |                  |       |
|        | approved DMS or County designated final disposal site. Rate includes removal, backfill of     |                    |                  |       |
|        | stump hole, transportation to a County approved DMS, and reduction                             |                    |                  |       |
|        | 24.1 inches to 36.99 inch diameter hazardous Stump                                              | 25                 |                  |       |
|        | 37 inch to 48.99 inch diameter hazardous Stump                                                   | 20                 |                  |       |
|        | 49 inch and larger diameter hazardous Stump                                                      | 10                 |                  |       |
|        | Total:                                                                          55                  |                    |                  |       |
## SCHEDULE 1 – UNIT RATE PRICE SCHEDULE

Reference RFP Scope of Services – Items 2-16 (Failure to return this sheet with your cost proposal document may result in rejection of proposal.)

<table>
<thead>
<tr>
<th>Item #</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>$ Per Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Sand, Silt, and Debris Removal from Detention/Retention Structures</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Work consists of the collection and transportation of sand, silt, and debris from County detention/retention structures to a County approved DMS or final disposal site. Mileage is based on one way haul distance.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0 - 14.99 miles</td>
<td>21,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>15 - 29.99 miles</td>
<td>10,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>30 miles or greater</td>
<td>3,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total:</td>
<td>35,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Household Hazardous Waste Removal, Transport, and Disposal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Work consists of the removal, transportation and proper disposal of Household hazardous Waste (HHW) at a Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Total:</td>
<td>10,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>ROW White Goods Debris Removal (Collect &amp; Haul)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Work consists of the removal of white goods from the ROW to a designated County approved DMS. The Contractor shall also be responsible for the transportation of white goods from the designated County approved DMS to a County approved facility for recycling or final disposal site.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Refrigerators and freezers requiring refrigerant recovery and decontamination</td>
<td>200</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Washers, dryers, stoves, ovens, AC units, and hot water heaters</td>
<td>250</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total:</td>
<td>450</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Animal Carcasses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Work consists of the recovery and disposal of animal carcasses.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total:</td>
<td>15,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Abandoned Vehicle Removal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Work consists of the removal, transportation, and disposal of abandoned vehicles.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total:</td>
<td>100</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SCHEDULE 1 TOTAL: ________________________**
Attachment 5 – Schedule 2, Hourly Labor & Equipment Price Schedule

(Submit in separate sealed envelope.)
Failure to return this sheet with cost proposal document may result in rejection of proposal.

Attachment 5 – Schedule 2 Hourly Labor and Equipment Price Schedule
(Submit in separate sealed envelope.)

<table>
<thead>
<tr>
<th>Equipment Type With Operator</th>
<th>Estimated Hours</th>
<th>Hourly Labor Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Curtain Burner, Self Contained System</td>
<td>140</td>
<td></td>
<td></td>
</tr>
<tr>
<td>50’ Bucket Truck</td>
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<tr>
<td>Crash Truck w/Impact Attenuator</td>
<td>70</td>
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<tr>
<td>Dozer, Tracked, D3 or Equivalent</td>
<td>140</td>
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<tr>
<td>Dozer, Tracked, D4 or Equivalent</td>
<td>210</td>
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<tr>
<td>Dozer, Tracked, D5 or Equivalent</td>
<td>210</td>
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<tr>
<td>Dozer, Tracked, D8 or Equivalent</td>
<td>140</td>
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<tr>
<td>Dump Truck, 16 +/- CY</td>
<td>280</td>
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<tr>
<td>Dump Truck, 20 +/- CY</td>
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<tr>
<td>Dump Truck, 38 +/- CY</td>
<td>280</td>
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<tr>
<td>Generator, 5.5 kW, List kW Capacity</td>
<td>140</td>
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<tr>
<td>Generator, 200 kW, List kW Capacity</td>
<td>140</td>
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<tr>
<td>Generator, 2,500 kW, List kW Capacity</td>
<td>140</td>
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<tr>
<td>Light Plant with Fuel and Support</td>
<td>280</td>
<td></td>
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<tr>
<td>Grader w/12’ Blade (Min. 30,000 LB)</td>
<td>140</td>
<td></td>
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<tr>
<td>Hydraulic Excavator, 1.5 CY</td>
<td>280</td>
<td></td>
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<tr>
<td>Hydraulic Excavator, 2.5 CY</td>
<td>280</td>
<td></td>
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<tr>
<td>Knuckleboom Loader</td>
<td>350</td>
<td></td>
<td></td>
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<tr>
<td>Lowboy Trailer w/Tractor</td>
<td>70</td>
<td></td>
<td></td>
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<tr>
<td>Mobile Crane up to 15 Ton</td>
<td>70</td>
<td></td>
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<tr>
<td>Pump, 95 HP (Minimum 25’ Intake and 200’ Discharge to Include Fuel and Support Personnel)</td>
<td>280</td>
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<tr>
<td>Pump, 200 HP (Minimum 25’ Intake and 200’ Discharge to Include Fuel and Support Personnel)</td>
<td>280</td>
<td></td>
<td></td>
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<tr>
<td>Pump, 650 HP (Minimum 25’ Intake and 200’ Discharge to Include Fuel and Support Personnel)</td>
<td>280</td>
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<tr>
<td>Vac Truck (Mist Capacity), List Capacity</td>
<td>280</td>
<td></td>
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<tr>
<td>Pickup Truck, 1 Ton</td>
<td>70</td>
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</table>
Failure to return this sheet with cost proposal document may result in rejection of proposal.

<table>
<thead>
<tr>
<th><strong>Equipment Type With Operator</strong></th>
<th><strong>Estimated Hours</strong></th>
<th><strong>Hourly Labor Rate</strong></th>
<th><strong>Total</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)</td>
<td>140</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)</td>
<td>140</td>
<td></td>
<td></td>
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<tr>
<td>Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)</td>
<td>70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)</td>
<td>70</td>
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<tr>
<td>Tub Grinder, 800 to 1,000 HP</td>
<td>140</td>
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<tr>
<td>Hydraulic Excavator, 1.5 cy (w/ thumb)</td>
<td>280</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hydraulic Excavator, 2.5 cy (w/ thumb)</td>
<td>280</td>
<td></td>
<td></td>
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<tr>
<td>Truck, Flatbed</td>
<td>70</td>
<td></td>
<td></td>
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<tr>
<td>Articulated, Telescoping Scissor Lift for Tower, 15 hp/37 ft lift</td>
<td>140</td>
<td></td>
<td></td>
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<tr>
<td>Water Truck, 2500 gal (Non-Potable, Dust Control and Pavement Maintenance)</td>
<td>210</td>
<td></td>
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<tr>
<td>Wheel Loader, 3 CY, 152 HP</td>
<td>140</td>
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<tr>
<td>Wheel Loader, 4.0 CY, 200 HP</td>
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<tr>
<td>Wheel Loader-Backhoe, 1.5 CY, 95 HP</td>
<td>140</td>
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<tr>
<td>Other – Please List</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Labor Category</strong></th>
<th><strong>Estimated Hours</strong></th>
<th><strong>Hourly Labor Rate</strong></th>
<th><strong>Total</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations Manager w/Cell Phone and .5 ton Pickup</td>
<td>140</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crew Foreman w/Cell Phone and 1 ton Equipment Truck w/small tools and misc supplies in support of crew</td>
<td>280</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tree Climber/Chainsaw and Gear</td>
<td>350</td>
<td></td>
<td></td>
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<tr>
<td>Laborer w/Chain Saw</td>
<td>350</td>
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<tr>
<td>Laborer w/Small Tools, Traffic Control, or Flag person</td>
<td>350</td>
<td></td>
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</tr>
<tr>
<td>Bonded and Certified Security Personnel</td>
<td>140</td>
<td></td>
<td></td>
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<tr>
<td>Other – Please List</td>
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</table>
Failure to return this sheet with cost proposal document may result in rejection of proposal.

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Estimated Hours</th>
<th>Hourly Labor Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other (continued)</td>
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</table>

<table>
<thead>
<tr>
<th>Crew Category</th>
<th>Estimated Hours</th>
<th>Hourly Labor Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.</td>
<td>350</td>
<td></td>
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<tr>
<td>Other – Please List</td>
<td></td>
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</tbody>
</table>

Schedule 2 Total: _____________________
Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare proposal non-responsive.

Unless otherwise noted below, quoted prices will remain firm for four (4) additional one-year renewal periods.

<table>
<thead>
<tr>
<th>First Renewal Option (year 2 of contract)</th>
<th>_____ %</th>
<th>Reason for Increase:</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Second Renewal Option (year 3 of contract)</th>
<th>_____ %</th>
<th>Reason for Increase:</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Third Renewal Option (year 4 of contract)</th>
<th>_____ %</th>
<th>Reason for Increase:</th>
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<table>
<thead>
<tr>
<th>Fourth Renewal Option (year 5 of contract)</th>
<th>_____ %</th>
<th>Reason for Increase:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>
FIRM INFORMATION

Termination for Cause: The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor’s default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County’s rights or remedies by law.

Termination for Convenience: The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County’s termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

Certification of Non-Collusion in Proposal Preparation:

(Signature)
(Date)

In compliance with the attached specifications, the undersigned offers and agrees, if this proposal is accepted by the Board of Commissioners within one hundred twenty (120) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the fee schedule. By submission of this proposal, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the Electronic Payment information in the instructions to bidders.

Legal Business Name

(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal.)

Federal Tax I.D.

Address

Does your company currently have a location within Gwinnett County? Yes______ No______

Representative Signature

Print Authorized Representative’s Name

Telephone Number Fax Number

E-Mail Address
Attachment 6 – General Conditions & Service Provider Contract
ARTICLE

1 Definitions
2 Contract Documents
3 Changes and Extra Work
4 Personnel and Equipment
5 Accuracy of Work
6 Findings Confidential
7 Termination of Agreement for Cause
8 Termination for Convenience of the COUNTY
9 SERVICE PROVIDER to Cooperate with other SERVICE PROVIDERS
10 Indemnification
11 Covenant Against Contingent Fees
12 Insurance
13 Prohibited Interests
14 Subcontracting
15 Assignability
16 Equal Employment Opportunity
17 Anti-Kickback Clause
18 Audits and Inspectors
19 Ownership, Publication, Reproduction and Use
20 Verbal Agreement or Conversation
21 Independent Service provider
22 Notices
1 DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

1.1 COUNTY-means Gwinnett County, Georgia, a political subdivision of the State of Georgia.

1.2 SUPPLEMENTAL AGREEMENT-means a written order to SERVICE PROVIDER signed by COUNTY and accepted by SERVICE PROVIDER, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

1.3 CONTRACT-means the Agreement Documents specifically identified and incorporated herein by reference in Section 2, CONTRACT DOCUMENTS.

1.4 AGREEMENT EXECUTION-means the date on which SERVICE PROVIDER executes and enters into an Agreement with the COUNTY to perform the Work.

1.5 AGREEMENT PRICE-means the total monies, adjusted in accordance with any provision herein, payable to the SERVICE PROVIDER under this Agreement.

1.6 CONTRACT TIME-means the period of time stated in this Agreement for the completion of the Work.

1.7 SERVICE PROVIDER-means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Agreement.

1.8 DEPARTMENT-means the Director or designee of requesting department(s) named in this solicitation.

1.9 DRAWINGS-means collectively, all the drawings, receipt of which is acknowledged by the COUNTY, listed in this Agreement, and also such supplementary drawings as the SERVICE PROVIDER may issue from time to time in order to clarify or explain such drawing or to show details which are not shown thereon.

1.10 SPECIFICATIONS-means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.

1.11 SUBSERVICE PROVIDER-means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with SERVICE PROVIDER or with any of its subservice providers at any tier to provide a part of the Work called for by this Agreement.

1.12 WORK-means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by SERVICE PROVIDER under this Agreement.

1.13 LIAISON-Representative of the COUNTY who shall act as Liaison between the County and the SERVICE PROVIDER for all matters pertaining to this Agreement, including review of SERVICE PROVIDER’S plans and work.
2  CONTRACT DOCUMENTS

2.1  LIST OF DOCUMENTS

The Agreement, any required bonds, the General Conditions, the Appendices, the Detailed Scope of Work, the Specifications, the Drawings, the Exhibits, and all Agreement Supplemental Agreements shall constitute the Agreement Documents.

2.2  CONFLICT AND PRECEDENCE

2.2.1 The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Supplemental Agreements
2. Agreement
3. General Conditions
4. Detailed Scope of Work
5. Specifications
6. Drawings

3  CHANGES AND EXTRA WORK

The COUNTY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the SERVICE PROVIDER'S compensation, which are mutually agreed upon by and between the COUNTY and the SERVICE PROVIDER, shall be incorporated in written Supplemental Agreements to the Agreement.

4  PERSONNEL AND EQUIPMENT

The SERVICE PROVIDER represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the COUNTY. Primary liaison with the COUNTY will be through its designee. All of the services required hereunder will be performed by the SERVICE PROVIDER under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

The SERVICE PROVIDER shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work; and further shall employ only qualified surveyors in responsible charge of any survey work.

The SERVICE PROVIDER shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration, being in the full employ of the SERVICE PROVIDER and responsible for the work prescribed by this Agreement.

5  ACCURACY OF WORK

The SERVICE PROVIDER shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensations.
Acceptance of the work by the COUNTY will not relieve the SERVICE PROVIDER of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6 FINDINGS CONFIDENTIAL

The SERVICE PROVIDER agrees that its conclusions and any reports are for the confidential information of the COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the COUNTY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by the SERVICE PROVIDER pursuant thereto shall become the property of the COUNTY and be delivered to the DEPARTMENT.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the COUNTY.

It is further agreed that if any information concerning the PROJECT, its conduct, results, or data gathered or processed should be released by the SERVICE PROVIDER without prior approval from the COUNTY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the SERVICE PROVIDER, but should any such information be released by the COUNTY or by the SERVICE PROVIDER with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7 TERMINATION OF AGREEMENT FOR CAUSE

If through any cause the SERVICE PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the SERVICE PROVIDER shall violate any of the covenants, agreements or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the SERVICE PROVIDER of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid scheduler without prior approval of the COUNTY shall constitute cause for termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the SERVICE PROVIDER under this Agreement shall become the property of the COUNTY, and the SERVICE PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as determined by the COUNTY.

8 TERMINATION FOR CONVENIENCE OF THE COUNTY

The COUNTY may terminate this Agreement for its convenience at any time upon 30 days notice in writing to the SERVICE PROVIDER. If the Agreement is terminated by the COUNTY as provided in this Article 8, the SERVICE PROVIDER will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the SERVICE PROVIDER which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

All such expenses shall be properly documented and submitted to the COUNTY for processing and payment. The County shall be the final authority in the event of any disputes over authorized costs between the COUNTY and the Service Provider.
9 SERVICE PROVIDERS TO COOPERATE WITH OTHER SERVICE PROVIDERS

If the COUNTY undertakes or awards other contracts for additional related work, the SERVICE PROVIDER shall fully cooperate with such other SERVICE PROVIDERS and the COUNTY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the COUNTY. The SERVICE PROVIDER shall not commit or permit any act which will interfere with the performance of work by any other SERVICE PROVIDER or COUNTY employees.

10 INDEMNIFICATION

SERVICE PROVIDER agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors or omissions of the SERVICE PROVIDER. SERVICE PROVIDER'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

SERVICE PROVIDER further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the SERVICE PROVIDER.

11 COVENANT AGAINST CONTINGENT FEES

The SERVICE PROVIDER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by SERVICE PROVIDER for the purpose of securing business and that the SERVICE PROVIDER has not received any non-COUNTY fee related to this Agreement without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

12 INSURANCE

The SERVICE PROVIDER shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify both GWINNET COUNTY and SERVICE PROVIDER against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the SERVICE PROVIDER during the term of this Agreement. The liability under such insurance policy shall be not less than as stated in the Bid Proposal.

The SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.
The SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, Professional Liability Insurance with a limit of not less than that as stated in the Bid Proposal.

Additionally, SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, automobile liability insurance with a limit of not less than that as stated in the Bid Proposal.

The policies shall be written by a responsible company(s), to be approved by the COUNTY, and shall be non-cancelable except on thirty-(30) days' written notice to the COUNTY. Such policies shall name the COUNTY as additional insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

13 PROHIBITED INTERESTS

13.1 Conflict of Interest: The SERVICE PROVIDER agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder.

13.2 Interest of Public Officials: No member, officer, or employee of the COUNTY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

14 SUBCONTRACTING

The SERVICE PROVIDER shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the DEPARTMENT's prior written approval of the subservice provider, except as may have been specifically stated in the SERVICE PROVIDER'S response to proposal per Exhibit A. The DEPARTMENT will not approve any subservice provider for work covered by this Agreement that has not been recommended for approval by the Department Director.

All subcontracts in the amount of $5,000 or more shall include the provisions set forth in this Agreement.

15 ASSIGNABILITY

The SERVICE PROVIDER shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the COUNTY.

16 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the SERVICE PROVIDER agrees as follows: (1) the SERVICE PROVIDER will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the SERVICE PROVIDER will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the SERVICE PROVIDER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subservice provider, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.
17 ANTI-KICKBACK CLAUSE

Salaries of architects, draftsmen, technical engineers and engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The SERVICE PROVIDER hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

18 AUDITS AND INSPECTORS

At any time during normal business hours and as often as the COUNTY may deem necessary, the SERVICE PROVIDER shall make available to the COUNTY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the COUNTY to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The SERVICE PROVIDER shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. The SERVICE PROVIDER agrees that the provisions of this Article shall be included in any Agreements it may make with any subservice provider, assignee, or transferee.

19 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared pursuant to this Agreement are the property of the COUNTY. The COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The COUNTY shall hold harmless and indemnify the SERVICE PROVIDER against all claims arising out of such use of documents and materials without the SERVICE PROVIDER'S knowledge and consent.

20 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the COUNTY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the SERVICE PROVIDER to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.
21 INDEPENDENT SERVICE PROVIDER

The SERVICE PROVIDER shall perform the services under this Agreement as an independent service provider and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the SERVICE PROVIDER or any of its agents or employees to be the agent, employee, or representative of the COUNTY.

22 NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.
Gwinnett County requires that all Contracts between parties be entered into via the following documents. If any exceptions are taken to any part of this document, each must be stated in detail and submitted as part of your proposal document. If no exceptions are noted, it is assumed that the party fully agrees to the contract in its entirety. Exceptions to the sample contract provided in this request for proposal will be considered in terms of responsiveness when making award.

SAMPLE

ANNUAL
SERVICE PROVIDER CONTRACT
RP002-18

This CONTRACT made and entered into this __________ day of __________________, 20__ by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the "County"), and, (Party of the Second Part, hereinafter called the "Service Provider").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:
This contract shall commence __________________, for a one year period with four (4) options to renew for an additional one year period.

2. ATTACHMENTS:
Copies of the Service Provider's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the County during the Bid process (hereinafter collectively referred to as the "Bid ") are attached hereto (Exhibit A) and are specifically incorporated herein by reference. In the event of a conflict between the County's contract documents and the Bid, the County's contract documents shall control.

3. PERFORMANCE:
Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

4. PRICE:
As full compensation for the performance of this Contract, the County shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the County pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this Contract shall be charged to the County in accordance with the rate schedule referenced in the Bid (Exhibit A). The County agrees to pay the Service Provider following receipt by the County of a detailed invoice, reflecting the actual work performed by the Service Provider.

5. INDEMNIFICATION AND HOLD HARMLESS:
Service Provider agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors, or omissions of the Service Provider. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinaabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.
6. TERMINATION FOR CAUSE:
The County may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the County's rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:
The County may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the County's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. CONTRACT NOT TO DISCRIMINATE:
During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

9. ASSIGNMENT:
The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the County in writing.

10. WAIVER:
A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

11. SEVERABILITY:
The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

12. GOVERNING LAW:
The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Gwinnett County, Georgia.

13. MERGER CLAUSE:
The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

(Signatures Next Page)
IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this CONTRACT to be signed, sealed and delivered.

GWINNETT COUNTY, GEORGIA

By:  
Charlotte J. Nash, Chairman  
Gwinnett County Board of Commissioners

ATTEST:

Diane Kemp, County Clerk  
Gwinnett County Board of Commissioners

APPROVED AS TO FORM:

________________________
Signature  
Gwinnett County Staff Attorney

SERVICE PROVIDER: __________________________

BY:  
________________________
Signature

Print Name  
Title

ATTEST:

________________________
Signature

Print Name  
Corporate Secretary  
(Seal)
Attachment 7 – FHWA Form 1273
Appendix II to 2 CFR Part 200