



CITY OF PEMBROKE, GEORGIA

REQUEST FOR PROPOSAL

RFP #24-013

FOR

Debris Removal Services

For all questions about this RFP contact:

Chris Benson, City Administrator
administrator@pembrokega.net

**Deadline:
January 15, 2025 at 2:00 P.M.**

IMPORTANT SUBMITTAL REQUIREMENT

Submittals must be properly labeled to ensure they are not inadvertently opened before the designated time. Affix the label below to the outside of the sealed submittal envelope or delivery package.

If the label below is not used (i.e. in case of some delivery services), it is the supplier's responsibility to ensure that the information is on the OUTSIDE of the delivery package. Submissions that do not comply may be rejected.

Submittals must also include the required number of copies specified in section 1.2.

Please make sure either the label below or the information on the label appears on the **OUTSIDE of the delivery package** and is clearly visible. There may be multiple solicitations open at any given time and if the sender organization and request for proposal number are not discernable, your response may not be recorded as properly received.



RESPONSE SUBMITTAL

DELIVER TO:
CITY OF PEMBROKE
353 N MAIN STREET
PO BOX 130
PEMBROKE, GA 31321

RFP/PROPOSAL #: 24-013

RFP/PROPOSAL NAME: Debris Removal Services

DUE ON OR BEFORE: January 15, 2025

COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT NAME: _____

CONTACT PHONE & EMAIL: _____

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**CITY OF PEMBROKE, GEORGIA
REQUEST FOR PROPOSAL
24-013
DEBRIS REMOVAL SERVICES**

1. SECTION I – REQUEST FOR PROPOSAL INFORMATION

Information in this section is proposal-specific. Any conflicting information stipulated in this section shall supersede the General Terms & Conditions noted in Sections II - VII.

1.1. PURPOSE

The City of Pembroke (City) is seeking competitive sealed proposals from qualified contractors to provide professional services on an on-call basis under an annual contract to facilitate and coordinate the removal, collection, and disposal of debris following a disaster. It is the intent to enter into a pre-event contract, which would result in no immediate cost to the City of Pembroke, GA. The contractor shall provide all materials and services necessary in the performance of this RFP. The City of Pembroke does not guarantee a minimum value for this contract.

1.2. SCHEDULE & SUMMARY

This Request for Proposal will be governed by the following schedule and criteria:

DATES

Release of Request	Tuesday, November 26, 2024
Pre-Bid Meeting*	No
Questions due	Monday, January 6, 2025
Bids due	Wednesday, January 15, 2025 by 2:00 PM
Copies of Bid Response Required	Four, <u>in addition</u> to one original
Public opening	Yes, Thursday, January 30, 2025 at 3:00 PM
Bonds required	Yes, Performance/Payment Bonds ONLY are required prior to contract <i>(item 3.8)</i>
Project Manager	Chris Benson
Purchasing Coordinator	Arlene Hobbs

1.2. SCOPE OF WORK

As the City of Pembroke has been impacted by natural disasters in the past, the City feels the need to be prepared for any future events for the well-being, safety, and health of the community. This RFP will allow the City to be able to quickly begin any cleanup that will assist in alleviating the effects of such an event. Natural and man-made disasters precipitate a variety of debris that includes, but not limited to, such things as trees, sand, gravel, building/construction materials, vehicles, personal property and etc. The quantity and type of debris generated from any particular disaster is a function of the location and kind of event experienced, as well as the magnitude, duration and intensity. The quantity and type of debris generated, it's location and the size of the area over which it is dispersed directly impacts the type of collection and disposal methods used to address the debris problem, associated costs incurred, and the speed with which the problem can be addressed. In a major catastrophic disaster, the City of Pembroke may have difficulty locating staff, be under staffed, have problems locating equipment, and may have difficulty funding the debris removal in short term as well as long term. Private contractors play a significant role in the debris removal, collection, reduction, and disposal process. Private contractors may be employed to supplement the efforts of the City's and volunteer works crews.

If it is determined that the available resources are insufficient to complete the debris removal process in a timely manner then the pre-selected private contractors may be utilized to perform all or parts of the clean-up. They will be advised and given explicit details as to the scope of their operations. The extent of their involvement will be dictated by the needs of the City and are incident specific.

It is anticipated that the Agreement between the City of Pembroke, GA and the Successful Bidder will contain the following scope of work. The full scope of services will be defined within the contract executed with the City of Pembroke, GA.

1.2.1. GENERAL

- 1.2.1.1. CONTRACT SCHEDULE:** Once the contract is executed between the City of Pembroke, GA and the awarded contractor, the awarded contractor will be bound by the pre-event on call services contract to deliver the services required by this proposal. The City of Pembroke, GA must first approve any change in or substitution of team members, including any consultant, in writing.
- 1.2.1.2. CONTRACT TERMS:** It is the intent that the City of Pembroke, GA enter into a pre-event contract for an initial term of twelve (12) months, with four (4) optional 12-month renewal terms.
- 1.2.1.3. CONTRACTOR'S CAPABILITY:** The Contractor shall have the physical capacity to manage a major workforce with multiple subcontractors and associated equipment. The Contractor shall possess the financial capacity to pay for the expenses associated with a major recovery operation prior to the initial payment and between subsequent payments, as well as the ability to provide the necessary bonds and insurance. The Contractor shall have an experienced management team, an established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience with major disaster recovery projects.
- 1.2.1.4. WORK ORDER:** Prior to beginning work, the Contractor shall provide the City an estimated total of cubic yard storm debris to be removed per a City issued Work Order. Subsequently, the City shall issue a Work Order to the Contractor defining the work, ceiling price, schedule, and documentation.
- 1.2.1.5. OTHER CONTRACTS:** Other contracts may be issued for the City of Pembroke. The City reserves the right to issue other contracts or direct other contractors to work within the scope of work included in this Agreement.
- 1.2.1.6. ASSIGNMENT OF CONTRACT:** The successful contractor shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the City.
- 1.2.1.7. COMPLIANCE WITH APPLICABLE LAW:** The successful contractor must acknowledge that FEMA financial assistance may be used to fund the contract, along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives. Further, the successful contractor must agree to comply with the applicable laws of the State of Georgia, local laws, regulations, codes, ordinances, and proclamations.

1.2.2. MATERIALS, SERVICES, AND WORK ORDERS

- 1.2.2.1.** The contractor shall furnish all materials, equipment, permits, labor and services required to perform emergency debris removal and disposal services throughout the City as needed according to the minimum requirements specified in the agreement and all subsequent amendments and or official document that form the contract documents for this agreement.
- 1.2.2.2.** The contractor shall provide professional technical services, and be responsible for the performance of all requirements of this scope of services, and act as directed by the City. The services shall include, but are not limited to preparedness, response, recovery, and mitigation phases of any natural or man-made disaster or emergency situation as declared by the United States Federal Government, the State of Georgia or the City of Pembroke. Response time shall be deemed as having a contractor representative physically present at the City of Pembroke City Hall or other area designated by the City Manager within six (6) hours after notification of need. Performance shall be deemed as the commencement of services within twenty-four (24) hours of issuance of the City of Pembroke Notice to Proceed.

- 1.3.2.3.** When a disaster or incident occurs or is imminent, the City of Pembroke shall contact the contractor to advise of the City of Pembroke's intent to activate this agreement, in the form of an alert. The alert will

serve to establish the lines of communication between the contractor's representatives and the City of Pembroke. The alert may require the contractor to send an Operations Manager to the City of Pembroke within twenty-four (24) hours to begin planning and mobilization. Subsequently, the City of Pembroke shall issue the first Work Order which shall authorize the contractor to begin mobilizing the personnel and equipment as necessary to perform the work. The Work Order shall direct the contractor to execute the required Performance and Payment Bonds. The contractor shall receive the Work Order from the City of Pembroke within the first twenty-four (24) hours following landfall of a hurricane or occurrence of other disasters. The contractor shall commence performance on the day and time as set forth in the first Work Order issued after the disaster. Sufficient work crews shall be mobilized to complete the clearing of the streets and roads identified by the City of Pembroke.

1.2.2.3. The following services shall be included in any subsequent contract with the successful contractor/bidder; however, this list is not exhaustive of this list of services which may be requested:

- a. Debris removal from public property and public rights-of-way with documentation of each load per the instructions of the City;
- b. Removal of hazardous trees, branches, and stumps that are determined to be hazardous to public access, as directed by the City, and the hauling of stumps to the Temporary Debris Staging and Reduction sites for inspection and measurement;
- c. Replacement of compacted fill dirt as needed to deal with ruts created by equipment or holes created by the removal of hazardous stumps in areas that pose a risk to public safety and at the direction of the City;
- d. Assistance in obtaining required permits for temporary debris staging and reduction sites, as well as consulting as to minimum number of sites needed to deal with the storm event;
- e. Ensuring segregation of debris between vegetative, demolition, construction, recyclable, white goods, and hazard waste debris;
- f. Processing of debris in accordance with local, state, and Federal laws, standards and regulations, including, but not limited to, tub grinding as approved by the City;
- g. Abatement and, as requested, hauling of hazardous waste identified by the City in accordance with local, state, and Federal laws, standards, and regulations;
- h. Disposal of reduced debris, ash, and other products of the debris management process in accordance with applicable local, State, and Federal laws, standards, and regulations;
- i. Payment of landfill-tipping fees, if requested by City, for purposes of receiving eligible reimbursement through FEMA for such fees (Contractor shall be reimbursed for costs);
- j. Maintain communication with and otherwise assist Debris Monitor in tracking trucks, verifying delivery, covering of trucks, review of truck manifest and load capacity, maintenance of manifest tickets, and documentation of location of origin of debris;
- k. Maintain communication with the City's administration and staging site director employed by the City; and
- l. Provide the City and its Debris Monitoring consultant with data and documentation necessary to verify and maintain records for FEMA reimbursement.

1.2.3. BONDING REQUIREMENTS

1.2.3.1. A one hundred ten percent (110%) Performance bond and a one hundred ten percent (110%) Payment bond shall be furnished payable to, in favor of, and for the protection of the City. When Bid bonds are required, they must be in a sum equal to five percent (5%) of the total amount of the contractor's response and may be in the form of a surety issued bond or cashier's check made payable to the City of Pembroke. Bid bonds are returned to the unsuccessful suppliers when the Notice of Award has been issued or contract has been executed. When bonding is required, failure to submit appropriate bonding will result in automatic rejection of bid.

1.2.3.2. Performance and/or Payment bonds must be presented within ten (10) days of the Notice of Intent to Award or prior to the award of contract, whichever is later. Surety companies executing bonds must appear on the Treasury Department's most current publication (Circular 570 as amended) and be authorized to do business in Georgia. Unless otherwise specified, bonds shall be in effect for a period of

one year from the completion of the project. The bond amounts shall be increased as the contract amount is increased. No alternative securities are currently accepted in lieu of performance or payment surety bonds.

1.2.4. OTHER INFORMATION

- 1.2.4.1. The Successful contractor shall maintain safe and continuous vehicular access at all times, unless otherwise approved by the City of Pembroke. The Contract shall provide all necessary signage and traffic control devices.
- 1.2.4.2. The Successful contractor shall adequately handle damage claims which result from contractor's errors or omissions.
- 1.2.4.3. In the event that subcontractors are used, a subcontractor plan shall be submitted to City or its representative. Prime contractors must take the affirmative steps required by 2 CFR § 200.321(b)(1)-(5) prior to engaging any subcontractors. Under no circumstance will any subcontractor be permitted without compliance with all applicable federal regulations, including those set forth herein.

1.3. PACKAGING/SUBMISSION REQUIREMENTS

The following information and/or documents MUST be included with the supplier's response and in the order listed below:

- a. ___ Information/Cover Page (*supplied*)
- b. ___ RFP Response Disclosures & Acknowledgement sheet (*supplied*). **Note: Non-Collusion and Conflict of Interest Disclosures section must be notarized**
- c. ___ Contractor Specific Information & Documentation
 - 1) *Qualifications*: Provide information on the firm's qualifications and prior experience that relates to this RFP;
 - 2) *Project Approach*: Describe the Firm's approach with regard to these services;
 - 3) *Similar Project*: Submit a list of contracts beginning and completion dates of at least two (2) disaster recovery projects of similar size and debris yield/estimate;
 - 4) *Work-in-Progress*: Submit a list of current work-in-progress with contract amounts and a list of work currently awarded by not yet started;
 - 5) *Quality Control*: Submit information describing your firm's quality control program;
 - 6) *Job Site Security*: Describe how your company will provide job site security;
 - 7) *Sample Contract*: Submit a sample contract for the performance of the work outlined in this RFP; and
 - 8) *Other*: Include any other pertinent information that may be used by the City to evaluate the Firm's proposal.
- d. ___ Pricing Sheet (*supplied*)
- e. ___ References Sheet (*supplied*)
- f. ___ Tax Compliance form (*supplied*)
- g. ___ Company Registration paperwork – **to be done online***
- h. ___ Contractor Affidavit – **an additional copy (showing as notarized) of the Contractor (EV) affidavit must be included with response**
- i. ___ Subcontractor Affidavit (if applicable)
- j. ___ Sub-subcontractor Affidavit (if applicable)

* If a complete and compliant (*both required documents uploaded*) registration has been submitted online, you may include a statement that you have a completed registration on file. Instructions and forms for registration may be found on the City's website under Resources.

A checklist for your convenience has been provided at the end of this document. This checklist is for your convenience only and should not be returned with the submittal.

1.4. EVALUATION CRITERIA

The City reserves the right to offer an award based on any combination of factors it determines to be in the best interests of the City and the City Residents. Price will be a factor, but it will not be the sole determining factor in awarding the bid. The City may award the proposal to the Firm demonstrating the most complete response and demonstrating full compliance with the specifications in accordance with procurement requirements set forth by the State of Georgia and the Federal Government.

The basis of selection will be the lowest responsive and responsible bid, as determined based on the Evaluation Committee's evaluation of the Proposals, including but not limited to the following evaluation criteria:

- Past performance on similar projects in terms of quality of work, cost control, and compliance with performance schedules. This must be documented by references and other means within the bid response – 30%
- Firm qualifications and experience – 20%
- Project Approach (i.e. methodology, understanding of the work to be performed) – 20%
- Price proposal/Fee schedule (Using Pricing Sheet Provided) – 20%
- Technical approach – quality of package (requested information provided, presentation, etc.) – 10%

The City reserves the right to accept the BEST-EVALUATED RESPONSE as deemed by the Evaluation Committee, which may or may not be the lowest monetary response.

1.5. FEDERAL TERMS AND PROVISIONS REQUIRED IN CONTRACT

The following terms and conditions must appear in any contract entered into the with Successful Contractor related to the services set forth in this RFP.

- 1) Access to Records. The following access to records requirements applies to the Contract in addition to any requirements that may be elsewhere imposed:
 - a. Contractor agrees to provide City, the Comptroller General of the United States, or any of their authorized representatives or designees, access to any books, documents papers, and records of Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor shall keep its books documents, papers, and records available for this purpose for at least five years after this Agreement terminates or expires or such longer time as requested by City at any time prior to the expiration of the then applicable time frame. This provision does not limit the applicable statute of limitations.
 - b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. Contractor agrees to provide any of the foregoing parties access to construction or other work sites pertaining to the work being completed under this Agreement, if applicable.
 - d. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to City or any authorized or designated federal representative.
- 2) Environmental Compliance.
 - a. Contractor shall comply with all applicable standard, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 1701 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).

- b. shall report all violations to City, any applicable State agencies, and the regional office of the Environmental Protection Agency.
- c. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
- d. Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201 et seq.).

3) Contract Work Hours and Safety Standards Act.

- a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in Paragraph (a) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and any subcontractor responsible therefor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (a) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph (a) of this Section.
- c. *Withholding for unpaid wages and liquidated damages.* The applicable federal funding agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (b) of this Section.
- d. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with clauses set forth in Paragraphs (a) through (c) of this Section.

4) Equal Employment Opportunity. This provision is applicable to all federally assisted construction contracts, as that term is defined at 41 C.F.R. § 60-1.3. To the extent the Agreement meets this definition, Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include provisions in Paragraphs (a) through (g) set forth in this subsection in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliances, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has no demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- 5) Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.
 - a. If Contractor intends to subcontract any portion of the work covered by the Agreement, Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises, are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) Immigration and Nationality Act
 - a. Contractor agrees to comply with the terms of the employment provisions contained in 8 U.S.C. Section 1324A(e), Section 274A(e) of the Immigration and Nationality Act.
- 7) Administrative Remedies for False Claims and Statements
 - a. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.
- 8) Remedies
 - a. If any work performed and/or good delivered by Contractor fails to meet the requirements of the Agreement, any other applicable standards, codes or laws, or otherwise breaches the terms of the Agreement, the City may in its sole discretion:
 - i. Elect to have Contractor re-perform or cause to be re-performed, at Contractor's sole expense, any of the work which failed to meet the requirements of the Agreement;

- ii. In the case of goods, reject the goods and require Contractor to provide replacement goods that meet the needs of City and the terms of the Agreement;
 - iii. Hire another Contractor to perform the work and deduct any additional costs incurred by City as a result of substituting contractors from any amounts due to Contractor; or
 - iv. Pursue and obtain any and all other available legal or equitable remedies.
- b. This Section shall in no way be interpreted to limit the City's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

9) Compliance with Applicable Laws

- a. Contractor agrees to be bound by the terms of the Federally-Funded Subaward and Grant Agreement between the City and FEMA and/or the State of Georgia and any of its agencies if applicable.
- b. Contractor agrees to be bound by all applicable state and federal laws, regulations, and Executive Orders.

10) Suspension and Debarment

- a. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.
 - i. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - ii. Contractor must comply with 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - iii. This certification is a material representation of fact relied upon by the City. If it is later determining that the Contractor did not comply with 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, Subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

11) Byrd Anti-Lobbying Amendment

- a. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification found below. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- b. The certification referenced in Paragraph (a) of this Section is below:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provision of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statement, apply to this certification and disclosure, if any.

Date: _____

Signature

Name:

Title:



CITY OF PEMBROKE, GEORGIA
REQUESTS FOR PROPOSAL
GENERAL PROVISIONS

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

2. SECTION II – GENERAL TERMS AND CONDITIONS

All available information, notices and addenda regarding this RFP shall be posted on the City's website. Effective July 1, 2018, House Bill 489 requires that any solicitation extended by a municipal corporation for goods and services valued at \$10,000 or more and any solicitation opportunity extended for public works subject to Chapter 91 of Title 36 of the O.C.G.A. also be posted on the Georgia Procurement Registry (GPR).

It is the Supplier's responsibility to check the City's website in order to confirm they have the most current information prior to submitting a response. Subsequent to the opening, all status notices will also be posted on the City's website.

2.1. RESTRICTIONS ON COMMUNICATIONS WITH STAFF

All questions about this bid must be submitted in the following format:

- Company Name
- Question
- Citation to relevant section of the bid

All questions, including questions regarding specifications/technical issues related to the RFP and administrative issues, must be in writing to the Purchasing Coordinator for this RFP (with a 'cc' to Project Manager). The deadline for questions is noted in Section 1.2 of this RFP.

The Purchasing Coordinator and Project Manager's contact information is as follows:

Arlene Hobbs

City Clerk

City of Pembroke

353 N. Main Street

P.O. Box 130, Pembroke, GA 31321

Email: clerk@pembrokega.net

Chris Benson

City Administrator

City of Pembroke

353 N Main Street

P.O. Box 130, Pembroke, GA 31321

Email: administrator@pembrokega.net

No questions other than written will be accepted. No response other than written will be binding upon the City. Questions will be combined into one list of questions and responses and will be posted as an addendum.

From the issue date of this request until an award has either been made or deemed closed for other reasons, institutions or individuals providing submissions are not permitted to communicate with members of the commission, the evaluation team or City employees, other than Procurement, with regard to the purpose or intent of this Request for Proposal. The exception to this is the submission of written technical questions to the Purchasing Coordinator with the Project Manager copied, or communications unrelated to this Request for Proposal which occur in the ordinary course of City business. The City reserves the right to reject the submission of the offending supplier if this provision is violated.

Any updates or changes to this and related documents will be posted on the City's website (www.pembrokega.net) or by selecting "Resources" and then "Bid Opportunities" from the City home page. **It is the Supplier's responsibility to refer to the website for any addenda or other pertinent information before responding to this Request for Proposal.**

2.2. PUBLIC DISCLOSURE AND PROPRIETARY INFORMATION

All bids and any other public record with respect to solicitation shall be subject to public inspection, upon request, after the posting of the Notice of Intent to Award (NOIA) or Notice of Award (NOA). This is being done in order to protect the integrity of the procurement process unless otherwise required by law. For any Open Records requests, the City may assess fees for the costs of producing these public records as permitted by the Georgia Open Records Act.

Exceptions to the availability of information include 1) bona fide trade secrets meeting confidentiality requirements that have been properly marked and documented; 2) matters involving individual safety as determined by the City; 3) company financial information requested by the City to determine supplier responsibility; and 4) other constitutional protections. All documents that are to be proprietary and confidential are to be clearly marked as such.

Information received in response to this bid request will become the property of the City and will not be returned. If a proposer feels that any information is confidential or proprietary in nature, the proposer must prominently mark and initial such information as "PROPRIETARY INFORMATION". The City will not release or divulge such information to third parties without the consent of the Proposer unless required to do so by applicable law or order a court of competent jurisdiction.

3. SECTION III –OVERVIEW AND PROCEDURES

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

3.1. COMPANY BACKGROUND & EXPERIENCE

Suppliers that have not contracted with the City of Pembroke in the past 2 years should provide a list of clients for whom similar services, as detailed in this bid, have been provided during the past 3-4 years. References must be for the organization or person submitting the bid. Subcontractor's references are not acceptable.

The list must include:

- Dates of service
- Name of contact person
- Title of contact person
- Phone number of contact person

The Supplier will also disclose any services terminated by the client(s) and the reason(s) for termination. Failure to provide this information will disqualify the bid submission.

3.2. REFERENCES

References should be for historical projects of similar size and scope. Details regarding these references are noted on the Reference page.

3.3. BID REQUIREMENTS

3.3.1. SPECIAL CONDITIONS

By submitting a bid response, Suppliers certify that their proposals are made without collusion or fraud and they have not offered or received any inducements in connection with their proposals. They further agree that this solicitation

and any resulting contract shall be governed in all respects by the laws of the State of Georgia and they shall comply with applicable federal, state and local laws and regulations. Any contracts or leases resulting from the award of a Bid are to be for a period of not more than one year, with four renewal options for a total period not to exceed five years. Any exceptions to this policy must be noted and agreed to by both parties in writing, prior to the issuance of the Notice of Award. Pricing must remain firm for the duration of the initial term of the resulting contract; failure to hold firm pricing for the initial contract will be considered as sufficient cause for termination. Proposal submissions must remain valid for a minimum period of ninety (90) days after the submission due date unless otherwise stipulated.

The City reserves the right to reduce or increase the scope of the project if the lowest responsible and responsive supplier's submittal is not in line with the budgeted amount for the project. The City, at its sole discretion, reserves the right to increase or decrease the scope of work to facilitate an award. This scope reduction will be enacted only if it is in the best interest of the City and constitutes no guarantee of scope.

The City also reserves the right to add to the contract any future work or purchased goods, with the agreement of the supplier, at prices offered in this bid document. This option will be enacted during the contract or within six months subsequent to the end of the contract, if in the best interest of the City and with the agreement of both parties.

3.3.2. RESPONSES

In responding to a bid, ALL item numbers with appropriate formatting must show some type of acknowledgment in order for the response to be properly evaluated. Failure to respond to all specification criteria items may be deemed as sufficient reason to reject a submission. If formatting is not provided for a response at the item level, any non-compliance must be clearly marked, detailed and included with the bid response. Any items not identified shall be deemed as in compliance. Suppliers must: 1) complete any/all required forms; 2) indicate agreement or disagreement on each mandatory requirement and, if requested, provide additional information on how the specifications will be exceeded or not met; and 3) provide complete and detailed responses to any and all non-mandatory requirement that can be fulfilled.

If determined to be in the City's best interests, a Best and Final Offer (BAFO) may be requested. A BAFO may be requested when:

- The prices for all responsive and responsible submittals exceed budget;
- No single responsive and responsible submittal meets all requirements;
- When all responses are unclear or deficient in one or more areas;
- When the grading scores of two or more submittals require additional evaluation;
- At the discretion of the evaluation team to clarify submittals or to negotiate costs or other deliverables.

3.3.3. PACKAGING OF BID

Submissions must be by the following method:

No e-mail, fax or scanned submissions will be accepted. Hard copies are to be submitted in a sealed package containing an original and the number of copies specified in Section 1. The sealed package must be labeled on the outside as follows:

**(Supplier Name)
RFP # (Bid Number)
(Bid Title)**

Supplier response to this bid must consist of the following documents in addition to any bid-specific information requested in Section 1.4:

- **Pricing**
- **Schedule of proposed work (when applicable),**
- **Completion Schedule (when applicable),**
- **Supplier Registration is to be completed online, with the following forms needing to be uploaded**
- **Supplier Affidavit (E-Verify) (available online),**
- **W-9 (available online),**
- **Some responses may require an additional notarized Supplier affidavit. (See section 1.4),**
 - *The City cannot award to a supplier that is not registered and compliant,*
- **Tax Compliance form (required if over \$99,000) (supplied if required),**
- **Reference list of a minimum of three (3) references (supplied).**

3.3.4. SUBMISSION OF BID

The original and specified copies of the bid response must be delivered to the Purchasing Coordinator no later than **the time and date specified in Section I. Any bid received after stated time or delivered to department other than Procurement will not be accepted. The City of Pembroke will not be responsible for any responses not received by the Procurement Department prior to the deadline.**

Proposals must be submitted to:

**City of Pembroke
Attention: Chris Benson – City Administrator
P. O. Box 130, Pembroke, GA 31321**

Or delivered to:

**Attention: Chris Benson – City Administrator
353 N. Main Street
Pembroke, GA 31321**

***Note: Notify Purchasing Coordinator via email (shuggins@cityofpembroke.com) if submittal is mailed via Post Office (USPS).**

3.3.5. ALTERNATE BID DOCUMENTS

Documents prepared by the City which have been supplied for your use must be used for the submission of Bid Response where provided. The use of alternate forms that deviate from those supplied (See Section 1.4 of this RFP) may disqualify the Bid Response from consideration. If a form is not provided, the Bidder may produce their own document with the required/requested Bid Response information.

3.3.6. ADDITIONAL INFORMATION/ADDENDA

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Suppliers should not rely on any representations, statements, or explanations other than those made in this Invitation to Bid and its' addendums. Where there appears to be a conflict between the Invitation to bid and any addenda issued, the last addendum issued will prevail. It is the Supplier's responsibility to check for addendums (under Bid Opportunities) on the City's website.

Suppliers must acknowledge any issued addenda. Bids which fail to acknowledge the supplier's receipt of any addendum will result in the rejection of the bid if the addendum contains information which substantively changes the City's requirements.

3.3.7. PROPOSAL PRICING, ERRORS AND OMISSIONS

3.3.7.1. In the event there is a discrepancy between a unit price submitted and the extended price, the unit price will prevail.

3.3.7.2. All corrections, changes or erasures to the proposal submission are to be initialed in ink.

3.3.8. WITHDRAWAL OF BID

A supplier may withdraw his bid before the submittal deadline without prejudice to the supplier by submitting a written request of withdrawal to the Procurement Analyst.

3.3.9. LATE SUBMITTAL, LATE MODIFICATIONS & LATE WITHDRAWALS

Bid submittals received after the bid opening date and time will not be accepted. Modifications received after the bid opening date will not be considered. The City assumes no responsibility for the premature opening of a bid not properly addressed and identified or not delivered to the proper designation.

3.3.10. MINIMUM BID ACCEPTANCE PERIOD

Bids shall be valid and may not be withdrawn for a minimum period of 90 days from the date specified for receipt of bids. Suppliers will be asked for an 'expiration date' for the bid submitted, when appropriate. This does not impact the contract price once a bid has been awarded.

3.3.11. DISQUALIFICATION OF BIDS OR SUPPLIERS

Suppliers may be disqualified from participation in the bid process for reasons which include, but are not limited to the following:

- 3.3.11.1.** Evidence of collusion;
- 3.3.11.2.** Attempting to manipulate the submittal pricing for its' own benefit (i.e. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Supplier);
- 3.3.11.3.** Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;
- 3.3.11.4.** Being in arrears on taxes owed to the State of Georgia;
- 3.3.11.5.** Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion raises doubts as to Supplier's ability to properly perform the work;
- 3.3.11.6.** Any offering of gifts, unauthorized compensation or other unethical actions to City employees with respect to interest in any business activity;
- 3.3.11.7.** Any false statement or misrepresentation in any portion of the Bid Packet, including but not limited to, misrepresentations regarding prior or current lawsuits or OSHA violations; or
- 3.3.11.8.** Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of the supplier or the rejection of their submittal;

3.3.12. REJECTION/CANCELATION/AWARD OF BIDS

The City reserves the right to:

- a) reject any and all submittals received outside the time/place stated in the notice;
- b) reject any submittals which show omissions, irregularities, alteration of forms or unsolicited responses;
- c) waive any minor technicalities of form, or formalities of the responses without prejudice to other responses;
- d) reject any or all bids or any part thereof;
- e) obtain clarification on any point in a respondent submittal or obtain additional information;
- f) accept the bid that receives the best evaluation from the Evaluation Committee based on the evaluation criteria set forth within this RFP, regardless of whether or not it is the lowest bid;
- g) award the bids received on the basis of individual items or on the entire list of items.

The City also reserves the right to cancel this bid at any time and will not be liable for any cost/losses incurred by the Supplier throughout this process.

Where applicable, the City reserves the right to make multiple awards or to award a contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one supplier is not in the City's best interest, "all or none" offers will be rejected.

3.3.13. COST INCURRED BY SUPPLIERS

All expenses involved with the preparation and submission of the bid to the City, or any work performed in connection therewith, is the responsibility of the supplier(s).

3.3.14. BID OPENING

All bids will be opened on the pre-determined bid opening date. The bid details and related documents will not be publicly announced or reviewed at the bid opening; they will be turned over to an evaluation committee. No awards will be made or implied at this time. The Status field on the City's website will be updated following any change in the Bid process. Refer to section 2.1 for details regarding this Status. **Any bid-specific exceptions to the 'non-public opening' will be noted in the Schedule (section 1.2).**

3.3.15. AWARD AND RESULTING CONTRACT

Award will be made to the Supplier whose response/proposal is the best evaluated by the Evaluation Committee and which is in compliance with terms of this bid request. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, the delivery terms and other criteria, as well as price, will be taken into consideration in making the award.

Any resulting contract shall not be binding upon the City nor should any action be started until it has been executed by both parties and a copy of the fully executed contract has been delivered to the successful Supplier. Specifications noted in this bid request shall be incorporated into the resulting contract. The City reserves the option to prepare and

negotiate its own contract, giving due consideration to the stipulations of the supplier's proposed contract and associated legal documents.

3.3.16. PROTESTS

Protest may be filed by the affected party regarding any aspect of the solicitation, evaluation or award. All protests must be in writing, include the information listed below and directed to the Procurement Department. Protests regarding the specifications or how a solicitation was written must be filed at least seventy-two (72) hours prior to the deadline. Protests regarding the validity of the evaluation team or the evaluation process must be filed within seventy-two (72) hours of the notice to bidders. Protests regarding the recommended awardee must be filed within ten (10) days of the Notice.

3.3.16.1. FILING A PROTEST

Only suppliers intending to submit a response may protest a solicitation and only suppliers that respond to a solicitation may protest the evaluation /award. All Protests must be directed to the Purchasing Coordinator, in writing, and must contain the following information in order to be valid:

- The name (company), address, telephone number and email of the protestor
- Signature and printed name of the protestor
- Identification of the solicitation and the sections contested
- A statement of reason for the protest including copies of relevant supporting documents
- A description of the remedy requested
- A decision will be rendered by Procurement. Should the protest need to be escalated, it shall continue as needed through the following stages: City Attorney, Board of Commissioners, court system.

3.4. INSPECTION AND ACCEPTANCE OF EQUIPMENT (FOR PURCHASE)

Where applicable, all items bid and furnished that are to be purchased must be completely new, free from defects and operate as intended unless otherwise specified in writing. Discontinued, remanufactured or demonstrator items will not be accepted unless specifically requested. The manufacturer's standard warranty shall be identified and copies of the warranties are to be presented upon request. In addition, all items supplied shall comply with all Federal and State regulations, applicable and effective on the date of acceptance. All items must meet or exceed all existing Federal, State and Local health, safety, lighting, emissions and noise standards.

The City reserves the right to inspect and test any equipment being offered in the bid prior to making any award. The City may also request a demonstration or site visit for evaluation purposes. The equipment delivered under this bid shall remain the property of the seller until a physical inspection of the equipment is made and accepted by the City. In the event that the equipment supplied to the City is found to be defective or does not conform to the City's specifications, the City reserves the right to cancel the order upon written notice to the seller and to return the equipment to the seller at the seller's expense.

3.5. STATEMENT OF EXPERIENCE AND QUALIFICATIONS

The supplier may be required, upon request, to prove to the satisfaction of the City that he/she has the skill and experience and the necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any supplier is not satisfactory, the response of such supplier may be rejected. The City reserves the right to request clarifications of any response or to conduct discussions for the purpose of clarification. Any clarifications made as a result of these discussions are to be provided in writing.

3.6. NON-COLLUSION AFFIDAVIT

By submitting the notarized signature in the response, the Supplier represents and warrants that such response is genuine and real and not made in the interest or on behalf of any person not therein named. It is further warranted that the Supplier has not directly or indirectly solicited any other Supplier to put in a sham submittal, or any potential Supplier to refrain from submitting and that the Supplier has not in any manner sought by collusion to secure any advantage over any other Supplier. By submitting a response, the Supplier represents and warrants that no official or employee of City has, in any manner, an interest directly or indirectly in the RFP or in the contract which may be made under it, or in any expected profits to arise therefrom. It is further warranted that the Supplier is independent of the City.

3.7. HOLD HARMLESS AND INDEMNIFICATION

The Supplier agrees, insofar as it legally may, to indemnify and hold harmless the City, its officers, employees and agents from and against all loss, costs, and expenses, including attorneys' fees, claims, suits and judgments in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Supplier, its officers, employees, and agents under any of the terms of this contract.

3.8. BID BONDS (Bid, Performance, Payment)

For any bid as required and noted in Section 1 of this bid document, a one hundred ten percent (110%) Performance bond and a one hundred ten percent (110%) Payment bond shall be furnished payable to, in favor of, and for the protection of the City. When Bid bonds are required, they must be in a sum equal to five percent (5%) of the total amount of the supplier's response and may be in the form of a surety issued bond or cashier's check made payable to the City of Pembroke. Bid bonds are returned to the unsuccessful suppliers when the Notice of Award has been issued or contract has been executed. When bonding is required, failure to submit appropriate bonding will result in automatic rejection of bid. Performance and/or Payment bonds must be presented within ten (10) days of the Notice of Intent to Award or prior to the award of contract, whichever is later. Surety companies executing bonds must appear on the Treasury Department's most current publication (Circular 570 as amended) and be authorized to do business in Georgia. Unless otherwise specified, bonds shall be in effect for a period of one year from the completion of the project. The bond amounts shall be increased as the contract amount is increased. No alternative securities are currently accepted in lieu of performance or payment surety bonds.

4. SECTION IV – OTHER GENERAL SPECIFICATIONS

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

4.1. LIQUIDATED DAMAGES

Pursuant to O.C.G.A. § 36-91-24, it is understood that the Notice-to-Proceed and the time for completion of the work as specified are ESSENTIAL conditions of any resulting contract and that the performance and completion of this work within the specified time is vital to the City's economic interests. If the Supplier neglects, fails or refuses to complete the work within the mutually agreed time specified, the City may impose liquidated damages for each day of non-compliance past the scheduled completion date. Unless otherwise specified in Section I of this document or in the resulting contract, liquidated damages may be assessed at a rate of 1%, with a limit of \$500.00 per day of non-compliance.

4.2. FORCE MAJEURE

The City and Supplier will be excused from the performance of their respective obligations under this Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including but not limited to, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, order/act of any governmental authority, provided that:

- 4.2.1.** The non-performing party gives the other party prompt written notice within three (3) business days describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- 4.2.2.** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- 4.2.3.** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure;
- 4.2.4.** The non-performing party uses its best efforts to remedy its inability to perform. Economic hardship of the Provider will not constitute Force Majeure. The term of the Provider shall be extended by a period equal to that during which either party's performance is suspended under this Section.

The provisions of this section shall not preclude the City from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFP.

4.3. SUPPLIER'S INVOICE

4.3.1. The Supplier shall prepare and submit invoices to the attention of the project manager at: City of Pembroke, Attn: Chris Benson, PO Box 130, Pembroke, GA 31321. A proper invoice must include the items listed below:

- (a) Name and address of the Supplier.
- (b) Invoice date and invoice number. (The Supplier should date invoices as close as possible to the date of the mailing or transmission.)
- (c) Purchase order number for supplies delivered or work completed.
- (d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered.
- (e) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).
- (f) Name and address to which payment is to be sent.
- (g) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (h) Any other information or documentation required by the contract (e.g., evidence of shipment).

4.3.2. A summary invoice shall be provided for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value. A summary invoice shall be supported by receipt copies of the delivery tickets. Delivery tickets or sales slips shall contain:

- (a) Name of supplier
- (b) Purchase Order number
- (c) Ship to Department and Address
- (d) Description, Quantity, unit price, and extension of each item.
- (e) Date of delivery or shipment.

4.4. TAX LIABILITY

The successful supplier will be provided with the City's Sales and Use Tax Certificate of Exemption number upon request.

4.5. PAYMENT

Payment will be made for items accepted by the City; standard terms are net 30.

4.6. ESTIMATED QUANTITIES

The quantities of items specified in the Bid Schedule are estimates only and are not purchased by this contract. If the City's requirements do not result in orders in the quantities described as "estimated", that fact shall not constitute the basis for an equitable price adjustment. Delivery shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order clause or elsewhere in this contract, the Supplier shall furnish to the City all items specified in the Bid Schedule and called for by orders issued in accordance with the Ordering clause.

4.7. ASSIGNMENT OR NOVATION OF CONTRACT

The Supplier shall not assign or transfer, whether by Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing a bond may be made without the consent of the City.

4.8. TERMINATION FOR CAUSE

The City reserves the right to terminate the resulting contract, in whole or in part, for failure to comply with any provisions of the contract as outlined by providing a written notice to the Supplier at least thirty (30) days before the effective date of termination. The Supplier will not be relieved of any outstanding responsibilities or unfinished

obligations under this contract. Receipt of items by the delivery date is critical to the terms of this contract. The City considers late delivery of contract items as reasonable cause to terminate the contract.

Prior to termination, a Cure Notice will be issued by the City. The Notice will identify the problems and deadlines that need to be met to remedy the problems to avoid termination for default. If the Supplier does not respond with an acceptable action plan to remedy the default or commence to remedy the default within a period of five (5) business days (or such longer period as the City may authorize in writing) after the issuance of notice, the City may issue termination for cause.

The City retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract.

4.9. TERMINATION FOR CONVENIENCE

The City reserves the right to terminate the resulting contract, in whole or in part, in the event the City determines that such termination is in the best interest of the City. Any such termination shall be affected by the delivery of a notice specifying the extent to which performance of work under the contract is termination and the date upon which the termination becomes effective. Upon receipt of notice, the contractor shall immediately discontinue all services affected, unless the notice directs otherwise. The City will make payment of deliverables satisfactorily executed according to industry standards or proven loss with respect to materials, etc., but no amount shall be allowed for anticipated profit or unperformed service.

4.10. TERMINATION FOR FUND APPROPRIATION

The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Supplier. In the event of the City's termination of the resulting contract for fund appropriation, the Supplier 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

4.11. CHANGES

All work and materials furnished for this project shall be made in conformance with the contract documents. Changes in the scope of work or the terms and conditions of this contract may be made only by written agreement of the parties. Changes that involve an alteration to the payment amounts shall not commence until approved by the City and a Change Order has been issued.

4.12. REPORTING DISPUTES

The Supplier shall report any contract disputes and/or problems to the Procurement Analyst, both verbally and in writing within 48 hours of their occurrence.

5. SECTION V –INSURANCE REQUIREMENTS

Sections II - VII review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

Prior to commencing work, the Supplier shall procure and maintain at their own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Supplier, his agents, representatives, employees or Subcontractors. A Certificate of Insurance (COI) and any other documents required by the City must be submitted to the City prior to the commencement of any work. In the event of failure to supply the required documentation, the City shall have the right to recover any costs or damages incurred.

The City of Pembroke, its agents, elected officials, and employees shall be included as additionally named insured with respect to all liability policies herein except the professional liability coverage and worker's compensation which shall be indicated on all applicable certificates of insurance. The insurance Certificates indicated above shall carry a written notice of change cancellation and shall be submitted in a reasonable period prior to the execution of any work under this contract. It shall be the responsibility of the Supplier to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract. The Supplier's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured.

The information described below sets forth minimum amounts and coverage and is not to be construed in any way as a limitation on the Supplier's liability.

5.1. STANDARD INSURANCE REQUIREMENTS

5.1.1. The City reserves the right to require higher insurance limits on any contract, provided notice of such requirement is stated in the solicitation.

5.1.2. *Commercial General Liability Insurance* - \$1,000,000 limit per person, \$2,000,000 per occurrence for property damage and bodily injury. The Supplier should indicate in the proposal and on the insurance certificate that the coverage provided is occurrence based. The City of Pembroke shall be named as "additional insured" as its interest may appear and "waiver of subrogation granted". The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Suppliers
- Broad Form Property Damage
- Personal Injury

5.1.3. *Automobile Insurance* - \$1,000,000 limit per person or \$2,000,000 combined single limit for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

5.1.4. *Umbrella Coverage*

5.1.4.1. *Workers' Compensation and Employers' Insurance* -- with benefits and monetary limits as set forth by Title 34, Chapter 9 of the O.C.G.A. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Supplier is otherwise required by law to provide such coverage. The Supplier shall supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City by way of a COI. This proof must be received by the City **prior to** the commencement of work. If the Supplier does not meet the requirement for workers' compensation coverage, the certificate of insurance shall state that the contractor waives subrogation in regard to workers' compensation.

5.1.4.2. *Professional Liability/Errors & Omissions Insurance* - \$2,000,000 or as per project (ultimate loss value per occurrence). Primarily E&O insurance is designed to protect the professional advice providers (i.e. consultants, financial services) or professional service-providing professionals (i.e. medical providers, lawyers).

5.2. OTHER INSURANCE PROVISIONS

5.2.1. All Coverage

5.2.1.1. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

5.2.1.2. If the Supplier, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Supplier resulting from said breach.

5.2.1.3. Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to the Supplier, the City may deduct from sums due to the Supplier any premium costs advanced by City for such insurance.

5.2.2. Commercial General Liability and Automobile Liability Coverage

5.2.2.1. The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Supplier; products and completed operations of the Supplier; premises owned, leased or used by the Supplier or premises on which the Supplier is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

5.2.2.2. The Supplier's insurance coverage shall be primary insurance as respects the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of the Supplier's insurance and shall not contribute with it.

5.2.2.3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

5.2.2.4. Coverage shall state that Supplier's insurance shall apply separately to each insured against to whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.2.3. Workers' Compensation and Employers' Liability and Property Coverage

The insurer shall agree to waive all rights of subrogation against the City, member of its' City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of the Supplier in the performance of services under this Agreement (*see 5.1.4.1*).

5.2.4. Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to the City.

5.2.5. Acceptability of Insurer

Insurance is to be placed with Georgia admitted 'A' rated carriers or better by A.M. Best's rating service.

5.2.6. Verification of Coverage

Supplier shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

5.2.7. Subcontractors

Subcontractors must also be insured under the policies of insurance required herein.

6. REQUIRED IMMIGRATION/ENTITLEMENT AFFIDAVITS FOR GEORGIA

For the successful Suppliers contracting for physical labor or providing services with the City:

6.1. VENDOR/CONTRACTOR AFFIDAVIT

6.1.1. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Supplier understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Supplier further agrees that such compliance shall be attested by the Supplier through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar supplier affidavit. The Supplier's fully executed affidavit is attached hereto as an Exhibit and is incorporated into this Agreement by reference herein.

6.2. SUBCONTRACTORS

6.2.1. The Supplier understands and agrees that, in the event the Supplier employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Supplier shall:

- 6.2.1.1.** Be responsible to the City for the acts and omissions of a sub-contractor or persons employed by said sub-contractor to the same extent that the Supplier is liable to the City.
- 6.2.1.2.** Secure from each such subcontractor an indication of the employee number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
- 6.2.1.3.** Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Supplier further understands and agrees that the Supplier shall require the executed subcontractor affidavit to become a part of the agreement between the Supplier and each such subcontractor. The Supplier agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."

7. TITLE VI –as applied through the Civil Rights Restoration Act of 1987

The CITY OF PEMBROKE, GEORGIA, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4, as amended by The Civil Rights Restoration Act of 1987, hereby notifies all suppliers that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the CITY regardless of whether those programs, services, and activities are federally-funded or not. Further, it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award.

*Please separate and use the following pages with your response submittal.
Additional pages may be used as needed. Thank you for your interest and
participation in this opportunity.*



CITY OF PEMBROKE, GEORGIA
RESPONSE SUBMITTAL COVER

RFP #24-013

For

DEBRIS REMOVAL SERVICES

Submitted by:

Name of Company:

Mailing Address:

City/State/Zip:

Phone (including area code):

E-mail:

Submittal Deadline:
January 15, 2025 at 2:00 P.M.



SUPPLIER DISCLOSURES

24-013

All solicitations **MUST** contain signed and notarized statement of non-Collusion and non-Conflict of Interest. Any **YES** response for other disclosures must be detailed and attached to this sheet as part of your submittal. Reference to 'Supplier' denotes the organization submitting the response as well as the principal representing the organization.

Collusion. Collusion exists when two or more parties act together to achieve a fraudulent or unlawful act. Collusion inhibits free and open competition and is in violation of antitrust laws. I certify that this RFP response is genuine and is not a collusive or sham proposal. I further state that:

- o The prepared response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud; and
- o The price(s) submitted has/have been arrived at independently and without consultation, communication or agreement with any other supplier, supplier or potential responder to the solicitation; and
- o No attempt has been made or will be made to induce any company or person to refrain from responding to this solicitation, or to induce them to submit a budget that is higher than the budget in this solicitation, or to submit any intentionally high or noncompetitive response or other form of nonresponsive submittal; and
- o I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I also certify that I am authorized to sign for this Supplier.

Conflict of interest. A Conflict of Interest exists when personal interests interfere in any way with the best interest of the City. This can arise if any agent of the City or their families will receive a monetary or other type of benefit based on the award of this project or if any supplier has an unfair competitive advantage over other suppliers. A conflict is also perceived if any previous history would make it impossible for the supplier to objectively fulfill the obligations associated with this project.

I certify that there is no known conflict of interest with the City or any employee or agent of the City. There is presently no interest and no interest shall be acquired that would directly or indirectly conflict in any manner with the performance of this solicitation, should it be awarded.

Company Name

Signature of Authorized official of company

Printed Name

Sworn to and subscribed before me this ____ **day of** _____ **, 20**__ **.**

Notary Public: _____

County: _____

Commission Expires: _____

OTHER SUPPLIER DISCLOSURES

Any response of 'Yes' must be explained in full (separate sheet may be used).

Debarment. Supplier certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Has the Supplier been deemed ineligible from participating in any business with any government agency in the past five (5) years?

Litigation. Within the past five (5) years, has the Supplier been the subject of or party to any civil or criminal proceedings or investigations based on wrongful death, fraud, theft, breach of contract, safety, misrepresentation or any other conduct?

___ **Financial stability.** Financial stability demonstrates that the Supplier has the resources to complete and the ability to remain in business for the duration of the subsequent contract. Has any petition of bankruptcy, orders or judgment been filed against the supplier in the past five (5) years?

___ **Liquidated Damages.** Liquidated Damages are types of compensation designed to reimburse the City for certain problems or delays associated with a project; it serves as protection to both parties in the form of 'contract completion insurance'. Has the Supplier been assessed any liquidated damages or defaulted on any project with a government agency in the past five (5) years?

___ **OSHA.** Has the Supplier been cited for any OSHA violations in the past five (5) years?

___ **COMMUNICATIONS.** Has the Supplier communicated OR discussed pricing with anyone associated with the City, other than Procurement, since the solicitation was published?

SUPPLIER ACKNOWLEDGEMENTS *(please initial)*

___ **Resources.** We agree that we have the resources needed for the satisfactory completion of the project.

___ **Exceptions.** All deviations and exceptions to this RFP must be expressly stated in writing and attached as an Exception page. The absence of any exceptions assures the City of their full agreement and compliance with all specifications, terms and conditions, requirements and obligations of this RFP.

___ **Occupational Tax License.** If a City of Pembroke Occupational Tax License is needed in order to fulfill the project, we will obtain such license prior to the confirmation of contract.

___ **Insurance.** We understand the insurance requirements noted and are prepared to supply the required insurance endorsements for these requirements prior to the confirmation of contract.

___ **Terms and Conditions.** The specifications, as well as the terms and conditions of this Request for Proposal shall be incorporated as an integral part of the final contract.

The Supplier has examined, carefully studied and hereby acknowledges the Specifications and any Addenda and agrees to provide the required services in accordance with this proposal. **The Supplier agrees to all specification items listed unless specifically noted on an Exceptions page.** The Supplier further certifies that they are not currently debarred from submitting proposals by any agency of the State of Georgia or the federal government.

Specifications Acknowledgement _____

Addendum No. _____ dated _____ Acknowledgement _____

Addendum No. _____ dated _____ Acknowledgement _____

Addendum No. _____ dated _____ Acknowledgement _____

Suppliers must acknowledge the Specifications and any issued addenda. Responses which fail to acknowledge the Supplier's receipt of any addendum will result in the rejection of the RFP if the addendum contained information which substantively changes the City's requirements.

RFP RESPONSE SIGNATURE

I am registered (and compliant) with the City's online registration system: Yes ___ Not yet ___
The City cannot award to a supplier that is not registered and compliant.

NAME OF COMPANY: _____

MAILING ADDRESS: _____

CITY /STATE/ZIP: _____

PHONE (including area code): _____ E-MAIL: _____

AUTHORIZED SIGNATURE TITLE

NAME (PRINTED)

TITLE (PRINTED)

FAILURE TO RETURN THIS PAGE AS PART OF YOUR SUBMISSION MAY RESULT IN REJECTION OF RESPONSE

**RFP 24-013
PRICE SUBMITTAL: DEBRIS REMOVAL SERVICES**

Company Name _____ RFP Price Valid Through _____

PRICE STRUCTURE* – Complete the following and include associated information specifics for the cost quoted (pricing must be submitted on this form; additional pages to detail may be used as needed). The quantities below are estimates only; additional detail on the locations can be found on Attachments, located at the end of this document. **Bidders submitting Proposals will be responsible for field verification and calculations.** If any discrepancy exists between the unit price and the total price, the unit price will be used.

Emergency Debris Clearance (Push)

<i>ALL EQUIPMENT RATES BELOW INCLUDE OPERATOR, FUEL AND MAINTENANCE COSTS</i>	
CONTRACTOR NAME:	
Personnel/Equipment	Hourly Rate
Stump Grinder	
50' Bucket Truck	
Service Trucks	
Tractor with Box Blade	
Water Truck (2000 gal.)	
Motor Grader	
Climber with Gear	
Superintendent with Truck	
Foreman with Truck	
Operator with Chainsaw	
Traffic Control Personnel	
Laborer	
Field Project Foreman	
Administrative Assistant	
Clerical	
Trackhoe, CAT 330 or Equiv.	
Bulldozer	
Aerial Lift, Self-Propelled, Maximum platform height, 37 feet, Horsepower to 15, Articulated, Telescoping, Scissor	
Aerial Lift, Self-Propelled, Maximum platform height, 60 feet, Horsepower to 30, Articulated, Telescoping, Scissor	
Aerial Lift, Self-Propelled, Maximum platform height, 70 feet, Horsepower to 50, Articulated, Telescoping, Scissor	
Aerial Lift, Self-Propelled, Maximum platform height, 125 feet, Horsepower to 85, Articulated, Telescoping, Scissor	
Aerial Lift, Self-Propelled, Maximum platform height, 150 feet, Horsepower to 130, Articulated, Telescoping, Scissor	
Aerial Lift, Truck Mounted, Maximum platform height, 25 feet, Articulated, Telescoping, Scissor	
Aerial Lift, Truck Mounted, Maximum platform height, 50 feet, Articulated, Telescoping, Scissor	
Aerial Lift, Truck Mounted, Maximum platform height, 75 feet, Articulated, Telescoping, Scissor	

Aerial Lift, Truck Mounted, Maximum platform height, 100 feet, Articulated, Telescoping, Scissor	
Chipper Brush, Chipping Capacity, 6 Inches, To 35 Horsepower, Trailer Mounted	
Chipper Brush, Chipping Capacity, 12 Inches, To 65 Horsepower, Trailer Mounted	
Chipper Brush, Chipping Capacity, 16 Inches, To 100 Horsepower, Trailer Mounted	
Chipper Brush, Chipping Capacity, 18 Inches, To 125 Horsepower, Trailer Mounted	
Chipper Brush, Chipping Capacity, 18 Inches, To 200 Horsepower, Trailer Mounted	
Chipper Brush, Chipping Capacity, 19 Inches, To 300 Horsepower, Trailer Mounted	
Chipper Brush, Chipping Capacity, 19 Inches, To 450 Horsepower, Trailer Mounted	
Chipper Brush, Chipping Capacity, To 650 Horsepower, Trailer Mounted	
Crane, Maximum Lift Cap, 8 Metric Tons, To 80 Horsepower	
Crane, Maximum Lift Cap, 15 Metric Tons, To 150 Horsepower	
Crane, Maximum Lift Cap, 27 Metric Tons, To 200 Horsepower	
Crane, Maximum Lift Cap, 45 Metric Tons, To 3000 Horsepower	
Crane, Maximum Lift Cap, 70 Metric Tons, To 350 Horsepower	
Crane, Maximum Lift Cap, 110 Metric Tons, To 450 Horsepower	
Crane Truck Mounted, Maximum Lift Cap, 17,600 pounds	
Crane Truck Mounted, Maximum Lift Cap, 33,000 pounds	
Crane Truck Mounted, Maximum Lift Cap, 60,000 pounds	
Crane Truck Mounted, Maximum Lift Cap, 120,000 pounds	
Fork Lift, Capacity, 6,000 pounds, To 60 Horsepower	
Fork Lift, Capacity, 12,000 pounds, To 90 Horsepower	
Fork Lift, Capacity, 18,000 pounds, To 140 Horsepower	
Fork Lift, Capacity 50,000, To 215 Horsepower	
Loader, Skid Steer, Operating Capacity, 1,000 pounds, To 35 Horsepower	
Loader, Skid Steer, Operating Capacity, 2,000 pounds, To 65 Horsepower	
Loader, Skid Steer, Operating Capacity, 3,000 pounds, To 85 Horsepower	
Loader, Skid Steer, Operating Capacity, 4,000 pounds, To 94 Horsepower	
Loader, Wheel, Bucket Capacity, 0.5 Cubic Yard, To 38 Horsepower	
Loader, Wheel, Bucket Capacity, 1 Cubic Yard, To 60 Horsepower	
Loader, Wheel, Bucket Capacity, 2 Cubic Yard, To 105 Horsepower	
Loader, Wheel, Bucket Capacity, 3 Cubic Yard, To 152 Horsepower	
Loader, Wheel, Bucket Capacity, 4 Cubic Yard, To 200 Horsepower	
Loader, Wheel, Bucket Capacity, 5 Cubic Yard, To 250 Horsepower	
Loader, Wheel, Bucket Capacity, 6 Cubic Yard, To 305 Horsepower	
Loader, Wheel, Bucket Capacity, 7 Cubic Yard, To 360 Horsepower	
Loader, Wheel, Bucket Capacity, 8 Cubic Yard, To 415 Horsepower	
Loader, Wheel, Bucket Capacity, 9 Cubic Yard, To 470 Horsepower	
Loader, Wheel, Bucket Capacity, 10 Cubic Yard, To 530 Horsepower	
Loader-Backhoe, Wheel, Bucket Capacity, 0.5 Cubic Yard, To 40 Horsepower	
Loader-Backhoe, Wheel, Bucket Capacity, 1 Cubic Yard, To 70 Horsepower	
Loader-Backhoe, Wheel, Bucket Capacity, 1.5 Cubic Yard, To 95 Horsepower	

Loader-Backhoe, Wheel, Bucket Capacity, 1.75 Cubic Yard, To 115 Horsepower	
Saw Concrete, Blade Diameter, 14 inch, To 14 Horsepower	
Saw, Concrete, Blade Diameter, 26 inch, To 35 Horsepower	
Saw, Concrete, Blade Diameter, 48 inch, To 65 Horsepower	
Sweeper, Pavement, To 110 Horsepower	
Sweeper, Pavement, To 150 Horsepower	
Sweeper, Pavement, To 200 Horsepower	
Trailer, Dump, Capacity, 20 Cubic Yard, Does not include prime mover	
Trailer, Dump, Capacity, 30 Cubic Yard, Does not include prime mover	
Trailer, Dump, Capacity 40 Cubic Yard, Does not include prime mover	
Trailer, Equipment, Capacity 30 tons	
Trailer, Equipment, Capacity 40 tons	
Trailer, Equipment, Capacity 60 tons	
Trailer, Equipment, Capacity 120 tons	
Truck, Dump, Truck Capacity 8 Cubic Yard, To 210 Horsepower	
Truck, Dump, Truck Capacity 10 Cubic Yard, To 235 Horsepower	
Truck, Dump, Truck Capacity 12 Cubic Yard, To 255 Horsepower	
Truck, Dump, Truck Capacity 18 Cubic Yard, To 330 Horsepower	
Truck, Dump, Truck Capacity 28 Cubic Yard, To 400 Horsepower	
Truck, Dump, Truck Capacity 40 Cubic Yard, To 460 Horsepower	
Truck, Dump, Truck Capacity 50 Cubic Yard, To 620 Horsepower	
Truck, Flatbed, Maximum Gross Vehicle Weight, 25,000 pounds, To 180 Horsepower	
Truck, Flatbed, Maximum Gross Vehicle Weight, 30,000 pounds, To 215 Horsepower	
Truck, Flatbed, Maximum Gross Vehicle Weight, 45,000 pounds, To 250 Horsepower	
Truck, Flatbed, Maximum Gross Vehicle Weight, 50,000 pounds, To 300 Horsepower	
Truck, Flatbed, Maximum Gross Vehicle Weight, To 375 Horsepower	
Truck, Flatbed, Maximum Gross Vehicle Weight, To 450 Horsepower	
Truck Knuckle Boom, add flatbed truck to truck mounted crane	
Truck Pick-up, To 130 Horsepower	
Truck Pick-up, To 180 Horsepower	
Truck Pick-up, To 230 Horsepower	
Truck Pick-up, To 280 Horsepower	
Truck Tractor, To 210 Horsepower	
Truck Tractor, To 265 Horsepower	
Truck Tractor, To 310 Horsepower	
Truck Tractor, To 350 Horsepower	
Tub Grinder, To 400 Horsepower	
Tub Grinder, To 500 Horsepower	
Tub Grinder, To 600 Horsepower	
Tub Grinder, To 700 Horsepower	
Tub Grinder, To 800 Horsepower	
Tub Grinder, To 900 Horsepower	
Tub Grinder, 1,000 Horsepower	

Attachment B - Pricing Schedule

(All items are required but only items 1-10 will be used for evaluation purposes)

Debris Removal and Disposal

	Name and Description	Cost per Unit
1.	Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS)	
1.a.	Mileage Radius: 0-15 Miles	\$ /cu.yd.
1.b.	16-30 Miles	\$ /cu.yd.
1.c.	31-60 Miles	\$ /cu. yd.
2.	Construction and Demolition debris hauled to and dumped at a CITY approved disposal site or landfill	
2.a.	Mileage Radius: 0-20 Miles	\$ /cu.yd.
2.b.	21-40 Miles	\$ /cu.yd.
2.c.	41-70 Miles	\$ /cu.yd.
3.	Validated load hauled tickets from the TDSRS for final processed vegetative debris at a CITY approved disposal or recycling facility	
3.a.	Mileage Radius: 0-20 Miles	\$ /cu.yd.
3.b.	21-40 Miles	\$ /cu.yd.
3.c.	41-70 Miles	\$ /cu.yd.
4.	Tipping fees, fees for Vegetative and C&D (Construction and Demolition), shall be paid by CONTRACTOR and actual incurred cost shall be invoiced to the CITY for reimbursement	
5.	Management, Processing and Loading of all eligible debris and/or residue at the CITY owned TDSRS Including preparing and layout of site; management, maintenance and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris by grinding ; furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS	/cu.yd.

6.	Management, Processing and Loading of all eligible debris and/or residue at the CITY owned TDSRS Including preparing and layout of site; management, maintenance and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris by burning ; furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS	/cu.yd.
7.	<u>Hazardous trees</u> – Trees will be evaluated by the CITY and be designated to be cut down and hauled to the TDSRS for reduction. Trees will be measured in accordance with prevailing FEMA Policy.	
	Trees with branches remaining – FEE ONLY TO CUT TREE	
7.a.	6-12" Diameter	/tree
7.b.	13-24" Diameter	/tree
7.c.	25-48" Diameter	/tree
7.d.	> 48" Diameter	/tree
8.	Stump "Extrication" fee – All in Accordance with prevailing FEMA Policy.	
8.a.	Stumps 24 – 35.999" in diameter	/ea
8.b.	Stumps 36" to 47.999" in diameter	/ea
8.c.	Stumps greater than 48" in diameter	/ea
	*For loose stumps placed on right of way by others, convert to cubic yards and haul as regular vegetative debris.	
9.	Hangers – Hangers will be considered any hanging/damaged limbs remaining in the tree(s) above the ROW of 2" or greater diameter at the point of break. The Contractor, at the direction of the CITY, will remove hangers for a unit price per tree, in accordance with prevailing FEMA Policy.	/tree
10.	Fallen Trees – The CONTRACTOR shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris will be placed on the ROW for collection as addressed under item #1. (a.)	/tree
11.	Fill Dirt – As identified and directed by the CITY, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety	\$ cu.yd.

12.	Soil, Mud, Sand – The CONTRACTOR shall remove soil, mud and sand identified as disaster debris and hauled to a final disposition site within 30 miles in accordance with all federal, state and local rules, regulations and laws.	\$ /cu.yd.
13.	Household Hazardous Waste – The CONTRACTOR shall remove household hazardous waste in accordance with all federal, state and local rules, regulations and laws.	\$ /lb
14.	White Goods – The CONTRACTOR shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations and laws	\$ /unit
15.	Freon Recovery – The CONTRACTOR SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws	\$ /unit
16.	Training and Assistance: The Contractor shall assist with the development of a debris management plan and provide one day of Debris Management training per year to the CITY staff, as arranged by the Emergency Management Division.	Included
17.	Mobilization and Demobilization – All arrangements necessary to mobilize and demobilize the CONTRACTOR’s labor force and machinery needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR	Included
18.	Temporary Storage of Documents – The CONTRACTOR shall provide storage of daily or disaster-related documents and reports for protection during the disaster event	Included
19.	Reporting and Documentation – The CONTRACTOR shall provide and submit to the CITY all reports and documents as may be necessary to adequately document the Debris Recovery Services in accordance with FEMA requirements	Included

**Adjustments – quantities, if any, may be unknown. Price as an each and do not extend total.*

***Any other fees, additional charges and prices that may be applicable to this project **must** be listed on a separate sheet and attached.*

Additional comments/recommendations: _____

The City reserves the right to accept the BEST-EVALUATED RFP as deemed by the Evaluation Committee, which may or may not be the lowest monetary RFP.

COMPLETED BY:

Company Name: _____

Contact Person: _____

(Signature)

(Printed Name)

FAILURE TO RETURN THIS PAGE AS PART OF YOUR RFP DOCUMENT MAY RESULT IN REJECTION OF RESPONSE. THIS FORM MUST BE COMPLETED FOR EACH RFP SUBMITTAL EVEN IF YOU ARE CONSIDERED TO BE A CURRENT SUPPLIER.

REFERENCES

The City of Pembroke requests a minimum of three references where work of a similar size and scope has been completed within the past 3-4 years.

REFERENCE 1:

Company Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ E-mail: _____

REFERENCE 2:

Company Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ E-mail: _____

REFERENCE 3:

Company Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ E-mail: _____

COMPLETED BY:

Company Name: _____

Contact Person: _____

(Signature)

(Printed Name)

TAX COMPLIANCE FORM*

**Must be completed for all RFPs with an aggregate total of more than \$99,000.00.*

INSTRUCTIONS TO SUPPLIERS

Please complete the following information:

- Supplier's Name: _____
- Physical Location Address: _____

- Federal Identification Number (FEI): _____
- Have you ever been registered in the State of Georgia? _____
- If so, please provide the following information, if applicable:
 - State Taxpayer Identification Number (STI): _____
 - Sales and Use Tax Number: _____
 - Withholding Tax Number: _____
- What type of service will you perform? _____
- Will you sell any tangible personal property or goods? _____
- Supplier's Affiliate's Name: _____
 - FEI: _____
 - STI: _____
 - Sales and Use Tax Number: _____
 - Withholding Tax Number: _____

If there is more than one affiliate, please attach a separate sheet listing the information above.

- Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
 - Name: _____
 - Telephone Number: _____
 - E-mail Address: _____

NOTICE TO SUPPLIER:

In the event the supplier is considered for contract award, the information provided on this form will be submitted to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.

SUPPLIER'S RFP/RFP CHECKLIST

- ___1 **Read the *entire* document**, paying close attention to critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements (e.g. bonding and insurance requirements); etc. Note that all RFP specific information noted in Section I or in a special Specification section, if there is one, take precedence over the general terms and conditions listed in Section II.

- ___2 **Note the Procurement Agent's name and e-mail address.** With the exception of written technical questions sent to the project manager, the Procurement agent is the only person you are allowed to communicate with regarding the RFP/RFP from inception until after award.

- ___3 **Attend the pre-proposal conference** if one is offered. These conferences provide a valuable opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP/RFP. Pre-RFP conferences are not usually mandatory, but are a source of important information and attendance at them (as well as any other RFP-related meetings) are considered part of the evaluation criteria.

- ___4 **Take advantage of the 'question / answer' period.** Submit your questions to the Procurement Agent (or Project Manager and copy the Procurement Agent) by the due date listed in the *Schedule of Events*. Even though you may get a direct response for questions you have asked, a formal addendum will be issued to address any substantive questions so all suppliers will have access to the additional pertinent information.

- ___5 **Follow the format required in the RFP/RFP** when answering questions and item details. Provide point-by-point responses to all sections in a clear, concise manner and in the order they were requested.

- ___6 **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Make sure all items have a response, even if it is a 'n/a'. Don't assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. Proposal submissions are evaluated based solely on the information and materials provided in your response.

- ___7 **Use the forms provided**, e.g. cover page, cost proposal form, standard forms, registration, etc. Make sure to include all required forms (in the proper order) with your submission. You do not need to send a copy of the RFP itself with your response.

- ___8 **Supplier registration.** Supplier registration includes both information needed by the City and affidavits/information required by the State of Georgia. The City cannot award an RFP to a supplier with incomplete registration. Registration is now done online and you can check to see if your profile is compliant (has both EV affidavit and W9) by logging in with your user-id and password. Even if you are not providing labor and do not need an E-Verify number, you will need to note the appropriate reason and sign.

- ___9 **Check the City website for RFP addenda.** All addenda issued for the RFP are posted on the City's website under the associated RFP posting. Do not assume that if you received an individual notification of the RFP, you will receive all addenda. Notifications are a courtesy effort and the City cannot guarantee that an email notification will reach all of the intended recipients. Before submitting your response, check the website at www.pembrokega.net (select 'Resources', then 'RFP Opportunities') to confirm if any addenda were issued for the RFP. If so, you must acknowledge each addendum on the Response document.

- ___10 **Review and read the RFP document again** to make sure that you have addressed all requirements. Once the RFP deadline has been met, you will be unable to make changes to your response. Your original response and the requested copies must be identical and complete. The copies are provided to the evaluation committee members and will be used to rank your response.

- ___11 **'Package' your response in the recommended order** of section 1.4. When response submittals are packaged in the same manner, evaluators are able to review them in a more timely, thorough and equitable manner.

- ___12 **Submit your response on time.** Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late submissions will not be accepted.

This checklist is provided for assistance only and does not need to be submitted with the Supplier's Response.

SUBCONTRACTOR (E-VERIFY) AFFIDAVIT AND AGREEMENT

BY: Authorized Officer or Agent

Printed Name

Date

Company / SubContractor Name

Title of Authorized Officer or Agent of SubContractor

While the City requests a signed affidavit from every supplier, only those that provide labor or services that could amount to \$2,500 or more to the City (item D above) MUST supply the actual E-Verify number issued by Homeland Security and have this affidavit notarized.

NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (Contractor) on behalf of _____

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

EEV / (E-Verify # issued by Homeland Security IF checked above)

Sworn to and subscribed before me

This _____ day of _____, 20 ____

Notary Public _____

My commission expires: _____

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SUB-SUBCONTRACTOR (E-VERIFY) AFFIDAVIT AND AGREEMENT

BY: Authorized Officer or Agent

Printed Name

Date

Company / SubContractor Name

Title of Authorized Officer or Agent of SubContractor

While the City requests a signed affidavit from every supplier, only those that provide labor or services that could amount to \$2,500 or more to the City (item D above) MUST supply the actual E-Verify number issued by Homeland Security and have this affidavit notarized.

NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

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

EEV / (E-Verify # issued by Homeland Security IF checked above)

Sworn to and subscribed before me

This _____ day of _____, 20 ____

Notary Public _____

My commission expires: _____

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).