MONITORING OF DISASTER DEBRIS REMOVAL FOR CITY OF TYBEE ISLAND PUBLIC AND PRIVATE ROADS, AREAS, AND RIGHT-OF-WAYS

PRE-PROPOSAL CONFERENCE: 10:00 A.M., JUNE 27, 2017

PROPOSAL DUE: 10:00 A.M., JULY 13, 2017

THE CITY OF TYBEE ISLAND IS ISSUING THIS REQUEST FOR PROPOSAL FOR FURNISHING THE SERVICES DESCRIBED HEREIN:

MONITORING OF COLLECTION, REMOVAL AND DISPOSAL SERVICES OF DISASTER RELATED DEBRIS FOR PUBLIC AND PRIVATE ROADS, AREAS AND RIGHT-OF-WAYS

MONITOR THE COLLECTION, REMOVAL, AND DISPOSAL OF DEBRIS INCLUDING STORM DAMAGED HOUSEHOLD GOODS AND STORM DAMAGED CONSTRUCTION MATERIALS. ALSO, VEGETATIVE DEBRIS INCLUDING STORM DAMAGED TREE LIMBS, BRANCHES, STUMPS REMOVAL, AND LEANING TREES THAT ARE DAMAGED TO THE EXTENT THAT THEY POSE AN IMMEDIATE THREAT.

PROPOSALS ARE TO BE RETURNED NO LATER THAN JULY 13, 2017 AT 10:00AM

A PRE-PROPOSAL MEETING WILL BE HELD JUNE 27, 2017 at 10:00AM at
Tybee Island City Hall – 403 Butler Ave

CITY OF TYBEE ISLAND, GEORGIA

The following documents are contained in and made a part of this RFP Package and are required to be submitted with the proposal. It is the responsibility of the responder to read, complete and sign, where indicated, and return these documents with his/her proposal. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION

SURETY REQUIREMENTS
A: DRUG FREE WORKPLACE CERTIFICATION
B. NONDISCRIMINATION STATEMENT
C. DISCLOSURE OF RESPONSIBILITY STATEMENT
D. CONTRACTOR AFFIDAVIT
E. SUBCONTRACTOR AFFIDAVIT
F. IMMIGRATION & SECURITY FORM – CONTRACTOR AFFIDAVIT
G. DEBARMENT FORM
H. MINORITY BUSINESS REPORT
I. LOBBYING AFFIDAVIT
J. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE CERTIFICATION
K. VENDOR APPLICATION/W-9 FORM
L. PROPOSAL SHEET
M. RFP CHECKLIST

CITY\COUNTY TAX CERTIFICATE REQUIREMENT:

GENERAL INFORMATION AND INSTRUCTIONS TO RFP WITH ATTACHMENTS

SPECIAL CONDITIONS

SURETY REQUIREMENTS

RFP SPECIFICATIONS

PERFORMANCE BOND

PAYMENT BOND

CONTRACT
THE CITY OF TYBEE ISLAND, GEORGIA
403 BUTLER AVE.
TYBEE ISLAND, GEORGIA 31328
(912) 472-5023

Date: June 12, 2017

GENERAL INFORMATION FOR INVITATION FOR RFP

This is a request for proposal to provide the City of Tybee Island with equipment, supplies and/or services as indicated herein. Sealed proposals or will be received at the Finance Department, 403 Butler Avenue, PO Box 2749 Tybee Island, Georgia, up to 10:00 A.M., July 13, 2017. The City of Tybee Island reserves the right to reject any and all proposals and to waive formalities.

The City of Tybee Island reserves the right to reject all RFPs that are non-responsive or not responsible.

Instructions for preparation and submission of a proposal are contained in this RFP package. Please note that specific forms for submission of a proposal are required. Submissions must be typed or printed in ink. If you do not submit a proposal, return the signed invitation sheet and state the reason to ensure that we add your Company to our bidders/proposers list for the future.

A PRE-PROPOSAL CONFERENCE has been scheduled to be conducted at the City of Tybee Island City Hall, 403 Butler Avenue, Tybee Island, Georgia, 31328 on June 27, 2017 at 10:00am to discuss the specifications and resolve any questions and/or misunderstandings that may arise. All interested parties are encouraged to attend.

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

City of Tybee Island has an equal opportunity purchasing policy to assure all procurement procedures are conducted in a manner that provides maximum open and free competition. City of Tybee Island seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City. The City affirmatively works to encourage utilization of disadvantaged and minority business enterprises in our procurement activities. The City provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap.
SECTION I
INSTRUCTIONS TO PROPOSERS

1.1 Purpose: The purpose of this document is to provide general and specific information for use in submitting a RFP to supply the City of Tybee Island with equipment, supplies, and/or services as described herein. All RFPs are governed by the Code of the City of Tybee Island, Georgia, and the laws of the State of Georgia.

1.2 How to Prepare RFPs: All RFPs shall be:

a. Prepared on the forms enclosed herewith, unless otherwise prescribed, and all documents must be submitted.

b. Typewritten or completed with pen and ink, signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the RFP. ALL SIGNATURE SPACES MUST BE SIGNED.

c. Proposer shall include specific timelines of work to be completed. Include details showing how performance will be evaluated and measured, including the size and number of monitoring crews and trucks.

Proposers are encouraged to review carefully all provisions and attachments of this document prior to submission. Each RFP constitutes an offer and may not be withdrawn except as provided herein.

1.3 How to Submit RFPs:

a. An original, two duplicate copies, and an electronic copy (thumb drive) must be submitted in a sealed opaque envelope, plainly marked with the RFP number and title, date and time of RFP opening, and company name.

b. All RFPs shall be mailed or hand delivered in sufficient time to ensure receipt by the Purchasing Specialist on or before the time and date specified above. Mailing Address and Hand Delivery: City of Tybee Island, ATTN Melissa Freeman, PO Box 2749, 403 Butler Avenue, Tybee Island, Georgia 31328.

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

1.4 How to Submit an Objection: Objections from Proposers to this RFP and/or these specifications should be brought to the attention of the City of Tybee Island Purchasing Agent in the following manner:

a. Proposers shall either present their oral objections at that time or submit their written objections at least two (2) days prior to the scheduled pre-RFP conference.
b. When a pre-proposal conference is not scheduled, the responder shall submit any objections he may have in writing not less than five (5) days prior to the opening of the proposal.

c. The objections contemplated may pertain to form and/or substance of the RFP documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this RFP.

Please note the U.S. Postal Service does not deliver mail to our street address, only to our post office mailbox. If you are sending by mail, it is recommended that you submit your proposal via mail delivery service.

1.5 **Errors in RFPs:** Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposal(s). Failure to do so will be at the Proposer's own risk. In case of error in extension of prices in the RFP or proposal, the unit price will govern.

1.6 **Standards for Acceptance of RFP for Contract Award:** City of Tybee Island reserves the right to reject any or all proposals and to waive any irregularities or technicalities in proposals received whenever such rejection or waiver is in the best interest of City of Tybee Island. City of Tybee Island reserves the right to reject the Proposal of a Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a proposer whom investigation shows is not in a position to perform the contract.

1.7 **RFP Tabulation:** Tabulations for all RFPs will be posted for thirty (30) days after the RFP is awarded on the City website, [www.cityoftybee.org](http://www.cityoftybee.org), in City Hall’s Finance Department, 403 Butler Avenue, Tybee Island, Georgia, 31328 or can be reviewed on the City’s website 24/48 hours after opening at [www.cityoftybee.org](http://www.cityoftybee.org)

1.8 **Proposer:** Whenever the term "proposer" is used it shall encompass the "person," "business," "contractor," "supplier," "vendor," “responder” or other party submitting a proposal to City of Tybee Island in such capacity before a contract has been entered into between such party and City of Tybee Island.

1.9 **Responsible / Responsive proposer:** *Responsible proposer* means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. *Responsive proposer* means a person or entity that has submitted a proposal that conforms in all material respects to the requirements set forth in the RFP.

1.10 **Compliance with Laws:** The proposer and/or contractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state, county or city statute, ordinances and rules during the performance of any contract between the contractor and City of Tybee Island. Any such requirement specifically set forth in any contract document between the contractor and City of Tybee Island shall be supplementary to this section and not in substitution thereof.

1.11 **Contractor:** Contractor or subcontractor means any person or business having a contract with City of Tybee Island. The Contractor/Vendor of goods, material, equipment or services
certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents. Any subcontracting must be specified in the proposal. All Subcontractors must be approved by City of Tybee Island.

1.12 **State Licensing Board for General Contractors:** If applicable, pursuant to Georgia law, any proposer must be a Georgia licensed **General Contractor** (Contractor work or activity that is unlimited in scope regarding any residential or commercial projects). The General Contractors must obtain a license by July 13, 2017:

1.13 **Security and Immigration Compliance Act:** On 1 July 2007, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors with 100 or more employees entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. **No proposals will be considered unless a signed E-Verify Affidavit is enclosed with the submittal package.** Affidavits are enclosed in this solicitation package. You may download M-274 Handbook for Employers at [http://www.dol.state.ga.us/spotlight/employment/rules](http://www.dol.state.ga.us/spotlight/employment/rules). You may go to [http://www.uscis.gov](http://www.uscis.gov) to find the E-Verify information.

**Systematic Alien Verification for Entitlements (SAVE) Program:** O.C.G.A. 50-36-1, required Georgia cities to comply with the federal Systematic Alien Verification for Entitlements (SAVE) Program. SAVE is a federal program used to verify that applicants for certain “public benefits” are legally present in the United States. Contracts with the City are considered “public benefits.” Therefore, the successful proposer will be required to provide the Affidavit Verifying Status for City of Tybee Benefit Application prior to receiving any City contract. The affidavit is included as part of this RFP package but is only required of the successful proposer.

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

1.14 **Failure to Submit a Proposal:** If a proposal is not submitted, we encourage to complete form entitled No Proposal Statement, stating the reason with you Company did not submit a proposal. Submittal of this form will allow the City to add you to our bidder/proposer list for the future.
1.15 **City/County Occupation Tax Certificate Requirement:** Contractor must supply a copy of their Occupational Tax Certificate as proof of payment of the occupational tax where their office is located. In addition, contractors are required to obtain an occupation tax certificate from the City of Tybee Island for a fee of $20, if contractor’s office is not located on Tybee Island. Please contact the City of Tybee Island City Manager’s Administrative Assistant, Sharon Shaver for additional information. Sharon Shaver is located in the City Hall building located at 403 Butler Avenue, Tybee Island, GA. She may be reached by telephone by calling (912)-472-5072.

1.15.1 **City/County Occupation Tax Certificate Requirement Contractor Verification Form**

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

**CURRENT TAX CERTIFICATE NUMBER**
CITY______________________________

COUNTY_________________________________

OTHER__________________________________

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBERS __________________

The undersigned responder certifies that he/she has received the above listed and marked documents and acknowledges that his/her failure to return each, completed and signed as required, may be cause for disqualifying his/her proposal.

BY___________________________________ DATE_______________________
Signature

1.16 **MINORITY/FEWME BUSINESS DEVELOPMENT PROGRAM:** City of Tybee Island City Council established goals oriented to increase participation of minority and female owned businesses, through MBE/WBE certification and development. In order to accurately document participation, businesses submitting proposals, quotes or proposals are encouraged to report ownership status. A minority or women business is defined as a business that is at least 51% owned and managed by minority or women.

A responder that is certified by any agency of the Federal Government or State of Georgia may submit a copy of their certification with their proposal as proof of qualifications. Proposer that intends to engage in joint ventures or utilize sub-consultants must submit a report of Minority/Women Business Enterprise participation to Melissa Freeman, P.O. Box 2749, and City of Tybee Island, GA 31328.

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

African-American/Black_____ Asian American_____ Hispanic_____ Native American____
Alaskan Indian____ Female____

In the award of “Competitive Sealed RFPs”, minority/female participation may be one of several evaluation criteria used in the award process. For additional information concerning City of Tybee Island’s MBE/WBE Program, please contact Melissa Freeman at (912) 472-5023.

SECTION II
GENERAL CONDITIONS

2.1 Contract Commitment: This RFP does not commit City of Tybee Island to award a contract, to issue a purchase order, or to pay any costs incurred in the preparation of a proposal in response to this request.

2.2 Specifications: Any obvious error or omission in specifications shall not inure to the benefit of the proposer but shall put the proposer on notice to inquire of or identify the same from the City of Tybee Island. Whenever herein mentioned is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.

Changes in the scope of services, specifications, or terms and conditions of the RFP will be made in writing by the City prior to the proposal opening or due date. Results of informal meetings or discussions between a potential responder and a City official or employee may not be used as a basis for deviations from the requirements contained in this solicitation.

2.2 Proposal for All or Part: Unless otherwise specified by City of Tybee Island or the responder, CITY OF TYBEE ISLAND RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS ACCORDING TO THE BEST INTEREST OF CITY OF TYBEE ISLAND. Proposer may restrict his proposal to consideration in the aggregate by so stating, but must name a unit price per ton based on actual weight measurements records on each item.

2.3 Multiple RFPs: No vendor will be allowed to submit more than one (1) RFP. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-RFP Conference or submitted in writing at least five (5) days preceding the RFP opening date.

2.4 Permitting and Approvals: The contractor that is awarded the contract will be responsible for securing all necessary federal, state and local approvals required for the project.

2.5 Prices to be Firm (Proposal Acceptance Period): Proposer warrants that proposal prices, terms and conditions quoted in his proposal will be firm for acceptance for a period of sixty (60) days from RFP opening date, unless otherwise stated in the RFP.

2.6 Completeness: All information required by the RFP must be completed and submitted to constitute a proper proposal.

2.7 Quality: All materials, supplies or software programs used to comply with this proposal
shall be of the best quality, and of the highest standard of workmanship.
Workmanship required by this proposal shall be of the highest quality and meet recognized standards within the respective trades, crafts and of the skills employed.

2.8 **Guarantee/Warranty:** Unless otherwise specified by the City of Tybee Island, the Proposer shall unconditionally guarantee the materials and workmanship for one (1) year on all material and/or services. If, within the guarantee period, any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the City of Tybee Island. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City of Tybee Island as being least detrimental to the operation of the City.

2.9 **Liability Provisions:** Where proposers are required to enter or go onto City of Tybee Island property to take measurements or gather other information in order to prepare the RFP as requested by the City, the proposer shall be liable for any injury, damage or loss occasioned by negligence of the proposer, his agent, or any person the proposer has designated to prepare the proposal and shall indemnify and hold harmless City of Tybee Island from any liability arising there from. The contract document specifies the liability provisions required of the successful proposer in order to be awarded a contract with City of Tybee Island.

2.10 **Cancellation of Contract:** The contract may be canceled or suspended by City of Tybee Island in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next low Proposer, for articles and/or services specified or they may be purchased on the open market. The defaulting Contractor (or his surety) shall be liable to City of Tybee Island for costs to the City of Tybee Island in excess of the defaulted contract prices. See the contract documents for complete requirements.

2.11 **Certification of Independent Price Determination:** By submission of this proposal, the Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
(2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly to any other proposer or to any competitor; and
(3) No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose or restricting competition.

2.12 **Award of Contract:** The contract, if awarded, will be awarded to the proposal with the highest score whose base proposal meets the requirements and criteria set forth in the RFP. The City of Tybee Mayor and Council must approve the award. The award will take into account price among other factors as specified in this RFP. **Appeal of an award can only be**
made after the City Council award a contract.

2.13 **Procurement Protests:** Objections and protests to any portion of the procurement process or actions of the City of Tybee Island staff may be filed with the Purchasing Agent for review and resolution. The Code of the City of Tybee Island will control the protest. The City of Tybee Island Purchasing Procedures Manual, Chapter 13- Legal & Contractual Remedies shall govern the review and resolution of all protests.

2.14 **Qualification of Business (Responsible Proposer):** A responsible Proposer is defined as one who meets, or by the date of the proposal acceptance can meet, certifications, all requirements for licensing, insurance, and registrations, or other documentation required by the Scope of Work, specifications and plans. These documents will be listed in the Special Conditions further on in this solicitation. City of Tybee Island has the right to require any or all proposers to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested. City of Tybee Island has the right to disqualify the proposal of any proposer as being unresponsive or unresponsible whenever such Proposer cannot document the ability to deliver the requested product.

2.15 **Insurance Provisions, General:** The selected contractor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the proposal. **Contract work will not proceed unless City of Tybee Island has in their possession, a current Certificate of Insurance.**

2.15.1 General Information that shall appear on a Certificate of Insurance:

a. Name of the Producer (Contractor’s insurance Broker/Agent).

b. Companies affording coverage (there may be several).

c. Name and Address of the Insured (this should be the Company or Parent of the firm the City Tybee Island is contracting with).

d. A Summary of all current insurance for the insured (includes effective dates of coverage).

e. A brief description of the operations to be performed, the specific job to be performed, or contract number.

f. Certificate Holder (This is to always including the City of Tybee Island).

**City of Tybee Island as an Additional Insured:** The City of Tybee Island should also be named as an Additional Insured.

2.15.2 **Minimum Limits of Insurance** to be maintained for the duration of the contract:

a. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor. This
policy coverage includes: premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards. Minimum limits: $1,000,000 bodily injury and property damage per occurrence and annual aggregate.

b. **Worker's Compensation and Employer’s Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer’s Liability coverage is usually included in Worker’s Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker’s Compensation claim. Minimum limits: $500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker’s Compensation limit.

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

### 2.15.3 Special Requirements:

a. **Extended Reporting Periods:** The Contractor shall provide the City of Tybee Island with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.

b. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.

c. **Cancellation:** Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the City of Tybee Island.

d. **Proof of Insurance:** City of Tybee Island shall be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the City of Tybee Island before services are rendered. The Contractor must ensure Certificate of Insurance is updated for the entire term of the City of Tybee Island.

e. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best’s rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best’s rating will be used to evaluate insurer acceptability.

f. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract
termination by the City of Tybee Island Mayor and Council.

g. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the City of Tybee Island. At the option of the City of Tybee Island, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the City of Tybee Island, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

h. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.

2.16 **Compliance with Specification - Terms and Conditions:** The RFP, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Vendor's RFP, Addendum, and/or any other pertinent documents form a part of the Proposer’s proposal and by reference are made a part hereof.

2.17 **Signed RFP Considered Offer:** The signed Proposal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval by the City of Tybee Island Mayor and Council, Purchasing Agent or designee, as may be applicable. In case of a default on the part of the Proposer after such acceptance, City of Tybee Island may take such action as it deems appropriate, including legal action for damages or lack of required performance.

2.18 **Notice to Proceed:** The successful proposer shall not commence work under this RFP until a written contract is awarded and a Notice to Proceed is issued by the City of Tybee Island, or as specified in the Special Conditions. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

2.19 **Payment to Contractors:** Instructions for invoicing the City of Tybee Island for products delivered to the City of Tybee Island are specified in the contract document.

   a. Questions regarding payment may be directed to the Accounts Payable Department at (912) 472-5024 or City of Tybee Island’s Project Manager(s) as specified in the contract documents.

   b. Contractors will be paid the agreed upon compensation upon satisfactory delivery of the products or completion of the work as more fully described in the contract document.

   c. Upon completion of the work or delivery of the products, the Contractor will provide the City of Tybee Island with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the City of
Tybee Island have been paid in full.

d. The City of Tybee Island is a tax exempt entity. Every contractor, vendor, business 
or person under contract with City of Tybee Island is required by Georgia law to 
pay State sales or use taxes for products purchased in Georgia or transported into 
Georgia and sold to City of Tybee Island by contract. Please consult the State of 
Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-
4065 for additional information.

2.20 **Owner’s Rights Concerning Award:** The Owner reserves the right, and sole and complete 
discretion to waive technicalities and informalities. The Owner further reserves the right, 
and sole and complete discretion to reject all RFPs and any RFP that is not responsive or 
that is over the budget, as amended. In judging whether the Proposer is responsible, the 
Owner will consider, but is not limited to consideration of, the following:

a. Whether the Proposer or principals are currently ineligible, debarred, suspended, or 
otherwise excluded from contracting by any state or federal agency, department, or 
authority;

b. Whether the Proposer or principals have been terminated for cause or are currently 
in default on a public works contract;

c. Whether the Proposer can demonstrate a commitment to safety with regard to 
Workers’ Compensation by having an experience Modification Rate (EMR) over 
the past three years not having exceeded an average of 1.2; and

d. Whether the Proposer’s past work provides evidence of an ability to successfully 
complete public works projects within the established time, quality, or cost, or to 
comply with the Proposer’s contract obligations.

2.21 **Owner’s Right to Negotiate with the Lowest Proposer:** In the event all responsive and 
responsible RFPs are in excess of the budget, the Owner, in its sole and absolute discretion 
and in addition to the rights set forth above, reserves the right either to (i) supplement the 
budget with additional funds to permit award to the lowest responsive and responsible RFP, 
or (ii) to negotiate with the lowest responsive and responsible Proposer (after taking all 
deductive alternates) only for the purpose of making changes to the Project that will result in 
a cost to the Owner that is within the budget, as it may be amended.

2.22 **Debarred or Suspended Subcontractors:** CONTRACTOR shall not subcontract, and shall 
ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint 
venture, or any other entity regardless of the form of business organization, that is on the 
Federal Excluded Parties List System (EPLS) at https://www.epls.gov or the State of 
Georgia, DOAS, State Purchasing Exclusion listing, or other local government entity. This 
includes pending litigation or claims with the City or other government entities. Contractor 
shall immediately notify City of Tybee Island in the event any subcontractor is added to a 
Federal, State or other Government Entity listing after award of the subcontract. (See 
Proposer’s Certification Form in this Package.)
2.23 **Debarred Firms, Indictments and Pending Litigations:** Any potential proposer/firm listed on Federal, State of Georgia or any government entity, Excluded Parties Listing (Barred from doing business) will not be considered for contract award. Proposers shall disclose any record of pending criminal violations not not(Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the last five (5) years. Any proposer/firm previously defaulting or terminating a contract with the City will be not considered.

* All responders or proposers are to read and complete the Disclosure of Responsibility Statement enclosed as an Attachment to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive. Proposers acknowledge that in performing contract for the City, responder shall not utilize any firms that have been a party of any of the above actions. If proposer has engaged any firm to work on this contract or project that is later debarred, proposer shall sever its relationship with that firm with respect to City’s contract.

2.24 **Cone of Silence:** Lobbying of Procurement Evaluation Committee members, City employees, and elected officials regarding this product or service solicitation, Request for Proposal (RFP) or contract by any member of a proposer’s staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation is strictly prohibited. Negative campaigning through the mass media about the current service delivery is strictly prohibited. Such actions may cause your proposal to be rejected.

In order to conduct this procurement transaction in manner that provides full and open competition and meet the Federal Uniform Guidance Requirements to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statement of work, or invitation for bids or request for proposal must be excluded from competing for this contract.

2.25 **GEORGIA OPEN RECORDS ACT** - The responses will become part of the City of Tybee Island’s official files without any obligation on the City of Tybee Island’s part. Ownership of all data, materials and documentation prepared for and submitted to City of Tybee Island in response to a solicitation, regardless of type, shall belong exclusively to City of Tybee Island and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, *Official Code of Georgia Annotated, Section 50-18-70, et. Seq., unless otherwise provided by law;* unless otherwise provided by law.

Proposals will not be opened in public, and the information is exempt from disclosure, including the Open Records Act until such time as the RFP has been awarded, or all proposals have been rejected.
City of Tybee Island shall not be held accountable if material from responses is obtained without the written consent of the vendor by parties other than the City of Tybee Island, at any time during the solicitation evaluation process.

2.26 **GEORGIA TRADE SECRET ACT of 1990** - In the event a Proposer submits trade secret information to the City of Tybee Island; the information must be clearly labeled as a Trade Secret. The City of Tybee Island will maintain the confidentiality of such trade secrets to the extent provided by law.

It is the responsibility of the Proposer to notify the City of any documents turned over which may contain trade secrets or other confidential matters. A Proposer submitting records which the entity or person believes contains trade secrets that wishes to keep such records confidential pursuant to O.C.G.A. § 50-19-72(34) shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to *Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia*.

2.27 **Contractor Records Retention:** The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the City of Tybee Island. This applies to those specific contracts currently in effect and those which have been completed or closed for up three (3) years following completion. In addition, specifically for this contract that involves Federal funding, the contractor must comply with the Federal procurement standards, Federal Uniform Guidance Requirements *Section 200.333, Retention Requirements*.

This includes records for all financial records, supporting documentations, statistical records, analysis records, and all other records associated with this contract pertinent to Federal award must be maintained for a period of three (3) years from the date of the City of Tybee Island’s final expenditures report is submitted to the funding agency for reimbursement. The only exceptions are as follows:

(a) Whether the responder or principals are currently ineligible, debarred, suspended, or otherwise excluded from proposing or contracting by any state or federal agency, department, or authority;

(b) Whether the responder or principals has been terminated for cause or are currently in default on a public works contract or debris monitor removal service.

(c) Whether the responder can demonstrate a commitment to safety with regard to Worker’s Compensation by having an Experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and

(d) Whether the responder’s past work provided evidence of an ability to successfully complete public works projects or debris monitoring removal service projects with the established time, quality, or cost, or to comply with the responder’s contract obligations; and

(e) Whether the responder has made a Good Faith Effort to employ minority and women
businesses and small businesses.

2.28 **Vendor Performance Evaluation:** The City Council reserves the right to perform Vendor Performance Evaluation, as minimum, annually, prior to the contract anniversary dates.

Should vendor performance be unsatisfactory, the appoint City Project Manager(s) for the contract may prepare a Vendor Compliant Form or a Performance Evaluation to the Finance Department.

2.29 **Byrd Anti-Lobby Amendment:** All proposals that exceed $100,000 are required to sign an anti-lobbying certification letter to comply with the **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** This certification applies to contractors subcontractors based on a tiered system. The requires that each tier certifies to the tier above that, it will not and has not used Federal 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures must be forwarded from tier to tier up to the City of Tybee Island.

a. If any litigation, claim, or audit has started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

b. When the City of Tybee Island is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

c. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

2.30 **Contract Work Hours and Safety Standards Act:** All proposals that exceed $100,000 that involves the employment of laborers must comply with the **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Each contractor must be required to compute the wages of every laborer based upon a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. In addition, no laborer must be required to work in surroundings or under working conditions which are unsanitary or dangerous.

2.31 **Clean Air Act and Water Pollution Control Act:** All proposals that exceed $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act (42 U.S.C. 7401-7671q)** and the **Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).** The City must report all violations to the Federal awarding agency
and the Regional Office of the Environmental Protection Agency (EPA).

2.32 **Pending Litigation:** Proposals will not be accepted from any company, firm, person, party, or parent subsidiary, against which the City of Tybee Island has an outstanding claim, or a financial dispute relating to prior contract performance. If the City, at any time, discovers such a dispute during any point of evaluation, the proposal will not be considered further.

2.33 **DHS Seal, Logo, and Flags.** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

2.34 **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

2.35 **No Obligation by Federal Government.** The Federal Government is not a party to the contract resulting from this solicitation and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

2.36 **Program Fraud and False or Fraudulent Statements or Related Acts.** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to the contract resulting from this solicitation.

### SECTION III

**ADDITIONAL CONDITIONS**

3.1 **METHOD OF COMPENSATION.** The compensation provided for herein shall include all claims by the CONTRACTOR for all costs incurred by the CONTRACTOR in the conduct of the Project as authorized by the approved Project Compensation Schedule and this amount shall be paid to the CONTRACTOR after receipt of the invoice and approval of the amount by the CITY OF TYBEE ISLAND. The CITY OF TYBEE ISLAND shall make payments to the CONTRACTOR within thirty (30) days from the date of receipt of the CONTRACTOR's acceptable statement on forms prepared by the CONTRACTOR and approved by the CITY OF TYBEE ISLAND.

When the City issues a Notice-to-Proceed to the Contractor, the City and contractor shall determine the positions and number of persons required to adequately provide the service.

The City shall review contractor’s staffing level as necessary and direct contractor to adjust personnel accordingly. The City may perform on-site inspections to verify staffing needs.

During this period, the Project Manager will provide daily updates on the services and estimate the time remaining for job completion.
Billings shall be submitted once monthly, in order to provide the City staff time to review supporting documents pertaining to the requested payment period. **Invoices must be submitted within 10 days of completion of physical work.**

The compensation provided for herein shall include all claims by the contractor for all costs incurred by the contractor in the conduct of the Project as authorized by the approved Project Compensation Schedule and this amount shall be paid to the contractor after receipt of the invoice and approval of the amount by the City of Tybee Island. The City of Tybee Island shall make payments to the contractor within thirty (30) days from the date of receipt of the contractor’s acceptable statement on forms prepared by the contractor and approved by the City of Tybee Island.

Should the Project begin within any one month, the first invoice shall cover the partial period from the beginning date of the Project through the last day of the month (or on a mutually agreeable time) in which it began. The invoices shall be submitted each month until the Project is completed. Invoices shall be itemized to reflect actual expenses for each individual task; also refer to the requirements concerning changes, delays and termination of work pursuant to provisions of the contract. Each invoice shall be accompanied by a summary progress report which outlines the work accomplished during the billing period and any problems that may be inhibiting the Project execution. The terms of this contract are intended to supersede all provisions of the Georgia Prompt Pay Act.

When all work is completed and time charges have ceased, pending final acceptance and final payment the amount retained may be further reduced at the discretion of the City of Tybee Island.

Final payment constituting the entire unpaid balance due shall be paid by the CITY OF TYBEE ISLAND to the CONTRACTOR when work has been fully completed and the contract fully performed, except for the responsibilities of the CONTRACTOR which survive final payment. The making of final payment shall constitute a waiver of all claims by City of Tybee Island except those arising from unsettled liens, faulty or defective work appearing after substantial completion, failure of the work to comply with the requirements of the Contract Documents, or terms of any warranties required by the Contractor Documents or those items previously made in writing and identified by the CITY OF TYBEE ISLAND as unsettled at the time of final application for payment. Acceptance of final payment shall constitute a waiver of all claims by the CONTRACTOR, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of final application for payment.

3.2 **SURETY REQUIREMENTS and BONDS:**

A. **Such Proposer shall post a “Bid” bond, certified check or money order made payable to the City of Tybee Island in the amount of 5% of the RFP price.**

B. **Contractor(s) shall be required at time of contract to post a payment and performance bond, certified check or money order made payable to the City of Tybee Island in the amount of 100% of the RFP price if awarded the project.**
Such bond(s) are due prior to contract execution as a guarantee that goods meet specifications and will be delivered per contract. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.

C. Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by the City of Tybee Island.

D. Contractor acknowledges that he/she shall forfeit the amount of the Bid Bond if he/she fails to enter into a contract with City of Tybee Island to do and/or furnish everything necessary to provide service and/or accomplish the work stated and/or specified in this RFP for the RFP amount.

3.3 WARRANTY REQUIREMENTS:

a. Provisions of item 2.8 apply.

b. Warranty required. See Contract Documents

3.4 TERMS OF CONTRACT:

a. DATE OF CONTRACT THROUGH DECEMBER 31, 2019

3.5 AUDITS AND INSPECTIONS:

At any time during normal business hours and as often as the City of Tybee Island may deem necessary, the Contractor and his subcontractors shall make available to the City and/or representatives of the City of Tybee Island, FEMA, or GEMA make all its records with respect to all matters covered by this Contract available for examination. It shall also permit the City of Tybee Island and/or representatives to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the City of Tybee Island or at the offices of the Contractor as requested by the City of Tybee Island.

CONVERSATIONS OR CORRESPONDENCE REGARDING THIS SOLICITATION OR REPORT BETWEEN PROSPECTIVE PROPOSERS AND PERSONS OUTSIDE THE CITY OF TYBEE ISLAND WILL NOT BE CONSIDERED OFFICIAL OR BINDING UNLESS OTHERWISE SPECIFICALLY AUTHORIZED WITHIN THIS DOCUMENT.
The undersigned proposer certifies that he/she has carefully read the preceding list of instructions to proposers and all other data applicable hereto and made a part of this RFP; and, further certifies that the prices shown in his/her proposal is in accordance with all documents contained in this RFP package, and that any exception taken thereto may disqualify his/her RFP.

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

This ______ day of _________________ 20 ___.

BY ___________________________________

SIGNATURE

_________________________________________

TITLE

_________________________________________

COMPANY

_________________________________________

Phone / Fax Nos.
SECTION IV
SCOPE OF WORK

The Purpose of the proposal is to seek companies to provide Monitoring Services for disaster debris collection, removal, and disposal to support the oversight and management of debris recovery contractors and other damages incurred by the City generated from the public and private roads, property, right-of-ways, and other eligible, or designated areas. For additional information concerning these specifications, please contact Melissa Freeman, Purchasing Specialist, at (912) 472-5023. Proposers are not to contact any City Department directly other than to acquire the Occupation Tax Certification document. Detailed specifications are as follows:

City Occupation Tax Certificate Requirement: Contractor must supply a copy of their Occupation Tax Certificate as proof of payment of the occupational tax where their office is located. Please contact Sharon Shiver with the City of Tybee Island at (912)-472-5072 for additional information.

City of Tybee Island may cancel the contract at any time for material breach contractual obligations or if the contractor fails to provide satisfactory services by providing the Contractor with written notice for cancellation. Should either agency exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor.

4.0 SCOPE OF SERVICES

4.0.1 BACKGROUND

City of Tybee Island requires Monitoring Services to support the oversight and management of debris recovery contractors and other disaster related damages incurred by the City. Disaster debris will include disaster damaged household goods and construction materials. Debris also includes vegetative debris such as storm damaged tree limbs, branches, tree stumps and leaning trees that are damaged to the extent that they pose an immediate threat. As such, the Contractor should be capable of providing a range of related services including damage assessment, environmental assessment/permitting, field monitoring, reconciliation of the haulers tickets to the haulers invoices, and other services as needed and ordered by the City.

4.0.2 DISASTER DEBRIS MONITORING SERVICES

The selected firm will be expected to provide disaster debris monitoring services to include all aspects of debris removal operation, including activities at all loading, staging and disposal sites. It will include disaster debris generated from the public and private roads, property, right-of-ways, and other eligible, or designated areas. Debris monitors should have experience working on construction sites and be familiar with safety regulations. They should have the ability to estimate debris quantities, differentiate between debris types, properly fill out load tickets, and follow all site safety procedures. Specific services may include:
• Providing trained debris monitors to observe and document the activities of each of the debris contractor(s) crews, City crews and debris sites. At a minimum, the Consultant shall provide a Project Manager, Operations Manager and FEMA Coordinator. The number of trained monitors will depend upon the severity of the disaster, area of the disaster and the estimated volume of debris. The Consultant may activate other positions as necessary with the written approval of the City’s project manager. All positions and applicable hourly rates shall be listed in the cost proposal.

• Coordinating daily briefings, work progress, staffing, and other key items with the City.

• Selection and permitting of Temporary Staging locations and any other permitting or regulatory issues as necessary.

• Consulting the City on permit requirements and assisting with applications for permits.

• Participating in the City Emergency Operations Center Debris Group.

• Scheduling work for all team members and contractors on a daily basis.

• Hiring, training, scheduling, and managing field staff.

• Monitoring recovery contractor operations by ensuring compliance with contracts and making/implementing recommendations to improve efficiency as well as speed up recovery work and assure all debris removal work meets FEMA eligibility guidelines.

• Assisting the City with responding to public concerns and comments.

• Alert the City and the debris contractor(s) of safety concerns during the debris removal process by conducting both routine and random safety inspections of operations.

• Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.

• Entering load tickets into a database application.

• Digitization of source documentation (such as load tickets).

• Furnishing and operating an automated/electronic (paperless) debris tracking system.

• Developing daily operational reports to keep the City informed of work progress.

• Development of maps, GIS applications, etc. as necessary.

• Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.
- Project Worksheet and other pertinent report preparation required for reimbursement by GEMA, FEMA, FHWA and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors.

- Providing a Final Report within 30 days of completion of the recovery operations.

**The responsibilities must adhere to FEMA requirements as outlined in Public Assistant Guide (FEMA 322), Public Assistance Handbook (FEMA 323), and Public Assistance Debris Management Guide (FEMA 325). The specific responsibilities and duties of individual debris monitors in the field are the same for both force account and contracted debris monitoring operations. They are as follows:**

- Assess debris eligibility at collection site
- Document debris quantities
- Verify debris processing volumes
- Report issues to their direct supervisor which require action (such as safety concerns, contractor non-compliance and equipment use)
- Accurately measure and certify truck capacities (recertify on a regular basis)
- Properly and accurately complete and physically control load tickets (in tower and field)
- Ensure that trucks are accurately credited for their load
- Ensure that trucks are not artificially loaded (ex: debris is wetted, debris if fluffed – not compacted)
- Ensure that hazardous wastes are not mixed in loads
- Ensure that all debris is removed from trucks at Temporary Staging Sites
- Report if improper equipment is mobilized and used
- Report if contractor personnel safety standards are not followed
- Report if completion schedules are not on target
- Ensure that only debris specified in the contract is collected (and is identified as eligible or ineligible)
- Assure that force account labor and/or debris contractor work is within the assigned scope of work
- Monitor site development and restoration of Temporary Staging Sites
- Report to supervisor if debris removal work does not comply with all local ordinances as well as State and Federal regulations (i.e., proper disposal of hazardous wastes)
- Submit daily reports on load quantities, debris management site operations, and operational and safety issues in the field
- Track performance measures used to assess the progress of debris removal operations in the field. Specific performance measures may include percentage completions tracking, adherence to contract time schedules, and adherence to contract cost schedules.
<table>
<thead>
<tr>
<th>TYPE OF DEBRIS</th>
<th>LIST OF DAMAGE DEBRIS WHICH IS NOT ALL INCLUSIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vegetative Disaster Debris</td>
<td>For the purpose of this contract &quot;Vegetative Disaster Debris&quot; may include the following:</td>
</tr>
<tr>
<td></td>
<td>Tree limbs</td>
</tr>
<tr>
<td></td>
<td>Tree branches</td>
</tr>
<tr>
<td></td>
<td>Other Leafy materials</td>
</tr>
<tr>
<td></td>
<td>Tree stumps with 50% or greater of the root exposed</td>
</tr>
<tr>
<td></td>
<td>Trees still in place but damaged to the extent they pose an immediate threat</td>
</tr>
<tr>
<td></td>
<td>Trees leaning and hangers</td>
</tr>
<tr>
<td>Construction &amp; Demolition Disaster Debris</td>
<td>&quot;Construction and Demolition Disaster Debris&quot; examples may components of buildings and structures may include some of the following:</td>
</tr>
<tr>
<td></td>
<td>Lumber and wood</td>
</tr>
<tr>
<td></td>
<td>Gypsum wall board</td>
</tr>
<tr>
<td></td>
<td>Glass</td>
</tr>
<tr>
<td></td>
<td>Metal</td>
</tr>
<tr>
<td></td>
<td>Roofing Material</td>
</tr>
<tr>
<td></td>
<td>Tile</td>
</tr>
<tr>
<td></td>
<td>Carpeting and other flooring coverings</td>
</tr>
<tr>
<td></td>
<td>Window coverings</td>
</tr>
<tr>
<td></td>
<td>Pipe</td>
</tr>
<tr>
<td></td>
<td>Concrete</td>
</tr>
<tr>
<td></td>
<td>Asphalt</td>
</tr>
<tr>
<td></td>
<td>Equipment</td>
</tr>
<tr>
<td></td>
<td>Furnishings and fixtures</td>
</tr>
<tr>
<td>Hazardous Waste Disaster Debris</td>
<td>&quot;Hazardous Waste Disaster Debris&quot; may waste that appears on one of the four hazardous waste lists in Title 40 of the Code of Federal Regulations (CFR) Part 261 or exhibits at least one of the following four characteristic:</td>
</tr>
<tr>
<td></td>
<td>Ignitability</td>
</tr>
<tr>
<td></td>
<td>Corrosivity</td>
</tr>
<tr>
<td></td>
<td>Reactivity</td>
</tr>
<tr>
<td></td>
<td>Toxicity</td>
</tr>
<tr>
<td></td>
<td>This type of waste is regulated under the Resources Conservation and Recovery ACT (RCRA) and contain properties that make it potentially harmful to human health or the environment.</td>
</tr>
<tr>
<td>Household Hazardous Waste Disaster Debris</td>
<td>For the purpose of this contract &quot;Household Hazardous Waste (HHW) Disaster Debris&quot; is a hazardous product or material used and disposed of by residential consumers, rather than commercial consumers.</td>
</tr>
<tr>
<td></td>
<td>When HHW mixes went other debris types will contaminate the entire load, which necessitates special disposal methods. Some this items include the following:</td>
</tr>
<tr>
<td></td>
<td>Some paints</td>
</tr>
<tr>
<td></td>
<td>Some stains</td>
</tr>
<tr>
<td></td>
<td>Varnishes</td>
</tr>
<tr>
<td></td>
<td>Solvents</td>
</tr>
<tr>
<td><strong>Pesticides</strong></td>
<td></td>
</tr>
<tr>
<td>----------------</td>
<td></td>
</tr>
<tr>
<td>Other material containing volatile chemicals that catch fire, react or explode under certain circumstances or that are corrosive or toxic. When HHW mixes went other debris types will contaminate the entire load, which necessitates special disposal methods.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Electronic Waste Disaster Debris</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;Electronic Waste Disaster Debris&quot; includes electronics that contain hazardous materials that require specific disposal methods. Some of these items include the following: Computer monitors, Televisions, Cell Phones, Batteries</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Soil, Mud and Sand Disaster Debris</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Floods, winds and storm surge often deposit soil, mud and sand on improved public property and public rights-of-ways. For purposes of this contract the areas affected by the &quot;Soil, Mud, and Sand Disaster Debris&quot; includes the following: Streets, Sidewalks, Storm sanitary sewers, Water treatment facilities, Drainage canals and basins, Parks</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Putrescent Disaster Damaged Debris</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Putrescent Disaster Debris is any debris that will decompose or rot such as animal carcasses and other fleshy organic matter.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>White Goods Disaster Debris</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;White Goods Disaster Debris&quot; is discard disaster damaged household appliances that contain ozone-depleting refrigerants, mercury or oil compressors oils such as the following: Refrigerators, Freezers, Air Conditioners, Heat pumps, Ovens, Ranges, Washing machines and dryers, Water heaters</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Infectious Disaster Debris Waste</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Infectious Disaster Debris is waste capable of causing infections in humans and can include the following: Animal waste, Human blood, Blood products, Medical waste, Pathological waste, Discarded sharp objects (needles, scalpels or broken medical equipment)</td>
</tr>
</tbody>
</table>
RESPONSIBILITIES FOR CLAIMS AND LIABILITY:

Except as otherwise provided, the successful proposer agrees to indemnify City of Tybee Island and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal for the account of the City of supplies furnished or debris monitoring removal service work performed hereunder.

SECTION V
PRICING AND PAYMENT

Instructions for invoicing the City for service delivered to the City are specified in the contract document.

a. Questions regarding payment may be directed to Finance Department at (912) 472-5024 or the City Manager as specified in the contract documents.

b. Contractors will be paid the agreed upon compensation upon satisfactory progress or completion of the work as more fully described in the contract document.

c. Upon completion of the work, the Contractor will provide the City or contractor with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the City have been paid in full.

d. The City of Tybee Island is a tax exempt entity. Every contractor, vendor, business or person under contract with City of Tybee Island is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to City of Tybee Island by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

The Contractor shall be paid for time and materials used in the process of monitoring eligible debris. This will require the proposer to use estimated quantities to establish total contract price. When the pre-bid conference is held, the City will take prospective proposers on a tour of the locations in the City that require disaster debris collection, removal, and disposal services.

The City shall use a progress method of payment and use performance measures for the contracted services. Request for payments from the contractor will require specific documentation to validate and verify the completed work to support the contractor’s invoices. At a minimum, the documentation shall include the following:
**Required Documentation for Debris Monitoring Reimbursement**

- Personnel assignments, duties and responsibilities
- Timesheets
- Debris Monitoring Reports
- Debris Totals (Tonnage)
- Temporary Staging Site Reports
- Exception Reports (when debris monitoring reveals problems with debris removal operations)
- Truck/Trailer Certification Reports
- Geographic Information System (GIS) planning and progress reports
- Debris progress reports
- Safety Reports

This will be a time and materials contact. Payment will be based on labor, equipment, and materials records. Invoices and reports will be required to include the monitoring of disaster debris pickup, transportation, eligibility determination, segregation, staging, and reduction (burning, chipping, grinding or recycling) and final disposal services. It must also include the reconciliation of the debris haulers contractors invoices to the their respective load tickets. Monitors will:

- Assess debris eligibility at collection site
- Supervise and monitor every work crew
- Track and document debris removal quantities – verify scales calibration
- Verify debris processing volumes

**Example of Fee Schedule:**

<table>
<thead>
<tr>
<th>POSITIONS</th>
<th>HOURLY</th>
<th>ESTIMATED # OF HOURS</th>
<th>ESTIMATED TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operations Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FEMA Coordinator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field Supervisor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debris Site/Tower Monitor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Environmental Specialist</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Inspector (Citizens Site Monitor)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Load Ticket Data Entry Clerks (QA/QC)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Billing/Invoice Analyst</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Assistant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field Coordinator (Crew Monitor)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>OTHER REQUIRED POSITIONS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistance Coordinator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GIS Specialist</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ESTIMATED TOTAL COST**  
(For evaluation purposes only)
SECTION VI
SCORING

All proposals will be evaluated on the following criteria:

Qualifications: (20pts)
Previous experience with similar contracts. Previous experience in similar or related work, knowledge of Federal, State and local codes, laws, and regulations governing the work, especially any business relationships with FEMA and GEMA representative, past or present.

Project Understanding and Methodology: (30pts)

A. Provide a description of the Proposer’s technical approach to the project to include:
   - startup procedures,
   - debris estimate methodology,
   - approach to monitoring debris collections operations,
   - debris management site permitting, collection and tower monitoring operations,
   - data management and contractor invoice reconciliation,
   - grant management technical assistance services,
   - minimum contents of a Final Report.
   - Provide under separate cover the Proposer’s training manual.

B. Proposer must demonstrate ownership of licensing of an automated debris tracking and reporting system. Proposer must demonstrate in its proposal that it maintains on hand sufficient automated debris tracking equipment dedicated to meet the needs of the City, If Proposer is licensing such technology, Proposer must provide a written letter form licensor acknowledging licensor has a minimum of 20 devices on hand for Proposer’s use in the event of a disaster and that such devices will be made available for the City’s recovery efforts. Proposer shall include graphic illustration and explanation of system functionality if requested at the time of proposal evaluation and/or interview. When cost proposals are requested, Proposer shall be required to submit hourly rates (in fee schedule) for operations with and without use of the automated system. Proposer’s inability to provide automated system in a timely manner shall be grounds for default and the calling of performance bond.

Understanding Scope of Service: (20pts)
Fully understand the scope of services required for Technical Methodology and Automated Debris Tracking and Reporting; understand how these services effect the City and the economic; understanding the need to work with City officials and the community. Provide a detailed list of all the services that company is able to provide and briefly outline these services to be accomplished.

References: (15pts)
Provide a minimum of five (5) references, for similar projects within the last ten (10) years, who can attest to the company’s knowledge, quality of work, timeliness, diligence, working relationships, and flexibility. Provide the organization’s name contact persons, phone numbers and the date and type of service performed.

**Fee Proposal: (10pts)**
Rates based on unit price per ton.

**MBE/WBE Participation: (5pts)**
Ability to provide opportunities for minority and woman owned business participation.

**Interviews/Presentations (if required) (TOTAL POSSIBLE POINTS: 25)**
The Proposers may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only. Scores from the interview will be considered in contact award.
CHATHAM COUNTY, GEORGIA

SURETY REQUIREMENTS

An RFP “Bid” Bond for five percent (5%) of the amount of the RFP price is required to be submitted with each RFP.

A Performance Bond and Payment Bond for one hundred percent (100%) of the RFP price shall be required of the successful Proposer.

The Proposer certifies that he/she has examined all documents contained in this RFP package, and is familiar with all aspects of the proposal and understands fully all that is required of the successful Proposer. The Proposer further certifies that his/her RFP shall not be withdrawn for sixty (60) days from the date on which his proposal is submitted to the City.

The Proposer agrees, if awarded this RFP, he/she will:

A. Furnish, upon receipt of an authorized City of Tybee Island Purchase Order, all items indicated thereon as specified in this proposal for the RFP amount; or,
B. Enter a contract with City of Tybee Island to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this proposal for the proposal amount, and;
C. Furnish, if required, a Performance Bond, and acknowledges City of Tybee Island's right to require a Performance Bond of a specific kind and origin, and;
D. Forfeit the amount of the RFP Bond if he/she fails to enter a contract with City of Tybee Island as stated in (B) above, within fifteen (15) days of the date on which he/she is awarded the RFP, and/or;
E. Forfeit the amount of the Performance Bond if he/she fails to execute and fulfill the terms of the contract entered. The amount of forfeiture shall be:

1. The difference between his/her RFP proposal price and the next lowest, responsible RFP proposal price that has not expired or been withdrawn, or;
2. The difference between his/her proposal and the amount of the lowest, responsible proposal received as a result of a subsequent RFP, including all costs related to subsequent RFP.

COMPANY

DATE

SIGNATURE

TITLE

TELEPHONE NUMBER
RFP SPECIFICATIONS

SPECIFICATIONS FOR: RFP NO. 2017-698

DISASTER DEBRIS MONITORING – PUBLIC ROADS AND RIGHT OF WAYS

THIS PROPOSAL WILL REMAIN IN EFFECT FOR ______ DAYS FROM THE DATE OF THE RFP OPENING.

DISCOUNT(S): ____________________________________________________________

TERMS: _______________________________________________________________

BUSINESS TAX CERTIFICATE/LICENSE NUMBER: ____________________________

CITY/COUNTY/STATE: ____________________________________________________

RECEIPT OF ADDENDUM NOS. _____________ HEREBY ACKNOWLEDGED.

BY: _________________________________________________________________

VENDOR SIGNATURE

MINORITY VENDOR/CONTRACTOR? ___/YES ___/NO

MINORITY CLASSIFICATION: ____________________________________________
REFERENCES
CITY OF TYBEE ISLAND, GA  RFP NO. 2017-698

COMPANY NAME: ____________________________________________
ADDRESS: ___________________________________________________
CITY: ___________ STATE: _______ ZIP: __________________________
CONTACT PERSON: ______________________________________________
PHONE NUMBER: ______________________________________________

**********************************************
COMPANY NAME: ____________________________________________
ADDRESS: ___________________________________________________
CITY: ___________ STATE: _______ ZIP: __________________________
CONTACT PERSON: ______________________________________________
PHONE NUMBER: ______________________________________________

**********************************************
COMPANY NAME: ____________________________________________
ADDRESS: ___________________________________________________
CITY: ___________ STATE: _______ ZIP: __________________________
CONTACT PERSON: ______________________________________________
PHONE NUMBER: ______________________________________________

******************************************************************************************
COMPANY NAME: ____________________________________________
ADDRESS: ___________________________________________________
CITY: ___________ STATE: _______ ZIP: __________________________
CONTACT PERSON: ______________________________________________
PHONE NUMBER: ______________________________________________

******************************************************************************************
COMPANY NAME: ____________________________________________
ADDRESS: ___________________________________________________
CITY: ___________ STATE: _______ ZIP: __________________________
CONTACT PERSON: ______________________________________________
PHONE NUMBER: ______________________________________________

******************************************************************************************
COMPANY NAME: ____________________________________________
ADDRESS: ___________________________________________________
CITY: ___________ STATE: _______ ZIP: __________________________
CONTACT PERSON: ______________________________________________
PHONE NUMBER: ______________________________________________

*********************************************************************************************************
COMPANY NAME: ____________________________________________
ADDRESS: ___________________________________________________
CITY: ___________ STATE: _______ ZIP: __________________________
CONTACT PERSON: ______________________________________________
PHONE NUMBER: ______________________________________________

*********************************************************************************************************
NO PROPOSAL STATEMENT

Return this form only if you are not submitting a proposal. In an effort to make the procurement of construction, goods and services for City of Tybee Island as competitive as possible, we are soliciting information from contractors and vendors who cannot bid. The City will appreciate your “responsiveness” and “constructive” comments.

Completion of this form will assist us in evaluating factors which relate to the competitiveness of our bids. Please check any of the boxes below which may apply. Please explain any issues you feel needs addressing.

Specifications - Restrictive, too “tight”, unclear, specialty item, geared toward one (1) brand or manufacturer only. (Explain below)

Manufacturing - Unique item, production time for model or item has expired, etc.
RFP Time - Insufficient time to properly respond to bid or proposal.
Delivery Time - Specified delivery time cannot be met.
Payment - Delay in payment terms. Please be specific.
Bonding - We are unable to meet bonding requirements.
Insurance - We are unable to meet insurance requirements.
Removal - From bidders list for this particular commodity or service.
Keep - Our Company on your bidders list for future reference.
Project is - Too Large_____ Too Small_____ Site Location Too Distant_____.
Miscellaneous - Do not wish to bid, do not handle this type of item(s), unable to compete, contract clause(s) not acceptable, etc. Please be specific.

NO PROPOSAL STATEMENT

Return this form only if you are not submitting a proposal

Signature ____________________________

RFP NO. 2017-698

Firm Name ____________________________
Commodity number or name: ____________________________
Telephone ____________________________
Debris Monitoring ____________________________

Melissa Freeman, Purchasing Division: Telephone: 912-472-5023 or Fax: 912-786-9465
ATTACHMENT A  
CITY OF TYBEE ISLAND  RFP 2017-698
DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with in full.

1. A drug-free workplace will be provided for the employees during the performance of the contract; and;

2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:

________________________________________________________

(Contractor) certifies to City of Tybee Island

City that a drug-free workplace will be provided for the employees during the performance of this contract known as

DISASTER DEBRIS MONITORING SERVICES

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

CONTRACTOR: ___________________________ DATE: ___________________________

NOTARY: ___________________________ DATE: ___________________________
ATTACHMENT B
CITY OF TYBEE ISLAND, GA  RFP 2017-698

PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presents, that I (We),

________________________________________  ______________________________  ________________________________
Name  Title  Name of proposer

(Herein after “Company”) in consideration of the privilege to bid/or propose on the following City of Tybee Island

City project Disaster Debris Monitoring of Collection and Removal Services in public and private roads, and ROWs and Hereby consent, covenant and agree as follows:

1. No person shall be excluded from participation in, denied the benefit of or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the proposal submitted to City of Tybee Island or the performance of the contract resulting therefrom;

2. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities, and women;

3. In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;

4. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with City of Tybee Island;

5. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of an incorporated by reference in the contract which this Company may be awarded;

6. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the City to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

________________________________________  ______________________________
Signature  Date
ATTACHMENT C
CITY OF TYBEE ISLAND, GA RFP 2017-698
DISCLOSURE OF RESPONSIBILITY STATEMENT

Failure to complete and return this information will result in your proposal being disqualified from further competition as non-responsive.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contractor subcontract, or in the performance of such contract or subcontract.

2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.

3. List any convictions or civil judgments under states or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any governmental agency.

6. List any contracts not completed on time.

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

8. List any documented violations of federal or any state labor laws, regulations, or standards, occupational safety and health rules.
I, ______________________________, as _______________________
   Name of individual                                        Title & Authority
   of ______________________________, declare under oath that
   Company Name

the above statements, including any supplemental responses attached hereto, are true.

______________________________________________
   Signature

State of __________________

City of __________________

Subscribed and sworn to before me on this ______ day of ______, 2016 by __________________________ representing him/herself to be
   ________________ of the company named herein.

__________________________
   Notary Public

My Commission expires:

__________________________
   Resident State:
ATTACHMENT D
CITY OF TYBEE ISLAND RFP 2017-698

CONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b)(1)

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

___________________________
Federal Work Authorization User Identification Number

BY: Authorized Officer of or Agent (Contractor Name)  Date of Authorization

Name of Project

Name of Public Employer

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

Executed on ______, ___, 201__ in _____(city), ______(state).

_________________________
Signature of Authorized Officer or Agent

______________________________
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE______ DAY OF ______________.,201__.

___________________________
NOTARY PUBLIC

My Commission Expires:
ATTACHMENT E  
CITY OF TYBEE ISLAND RFP 2017-698  
SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with_____________ (name of contractor) on behalf of CITY OF TYBEE ISLAND 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 (5) 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-subcontractor to forward, within five (5) 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:

_________________________________  ____________________________
Federal Work Authorization User Identification Number  Date of Authorization

_________________________________
Name of Subcontractor

_________________________________
Name of Project

_________________________________
Name of Public Employer

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

Executed on __________, __, 201__ in _____________________(city), ______(state).

_______________________________
Signature of Authorized Officer or Agent

_______________________________
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE ________________ DAY OF ______________,201__.

_________________________________
NOTARY PUBLIC
My Commission Expires:
ATTACHMENT F
CITY OF TYBEE ISLAND RFP 2017-698
O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) ____________________ contract for a public benefit as referenced in O.C.G.A. § 50-36-1, from the CITY OF TYBEE ISLAND, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) _________ I am a United States citizen.

2) _________ I am a legal permanent resident of the United States.

3) _________ I am a qualified alien (8 § USC 1641) or non-immigrant under the Federal Immigration and Nationality Act (8 USC 1101 § et seq.) 18 years of age or older and lawfully present in the United States with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is:____________________.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:_______________________________________

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in ___________________ (city), __________________(state).

____________________________
Signature of Applicant

____________________________
Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE ___ DAY OF ___________, 20____

____________________________
NOTARY PUBLIC
My Commission Expires:
ATTACHMENT G
CITY OF TYBEE ISLAND, GA RFP 2017-698
RESPONDER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor, nor its principals, has not within a three year period been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, State of Georgia, City of Tybee Island, Board of Education or local municipality. Proposer agrees that by submitting this proposal that proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

The proposer shall provide immediate written notice to the City of Tybee Island if, at any time prior to subcontract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the City may render the Proposer nonresponsible. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the City of Tybee Island, the City of Tybee Island may terminate the contract resulting from this solicitation for default.

Certification – the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature) (Date)

Purchasing Staff Member Verification

Title ___________________________ Date: ____________

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001
ATTACHMENT H

City of Tybee Island, GA RFP 2017-698
Minority and Women Business Enterprise Program
MBE/WBE Participation Report

<table>
<thead>
<tr>
<th>PROPOSER NAME:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT NAME:</td>
<td></td>
</tr>
<tr>
<td>DESCRIPTION OF PROJECT:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NO.</th>
<th>MBE/WBE COMPANY NAME</th>
<th>OWNER'S NAME</th>
<th>ADDRESS, CITY STATE, ZIP</th>
<th>TELEPHONE NUMBER</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

MBE Total_______%    WBE Total_______%    MBE/WBE Combined_______%

The undersigned should enter into a formal agreement with MBE/WBE Contractor identified herein for work listed in this schedule conditioned upon execution of contract with the City of Tybee Island’s City Council.

Signature_________________________________ Print_____________________________

Phone (       ) ___________________________ Fax (       ) ___________________________
ATTACHMENT I
CITY OF TYBEE ISLAND, GA RFP 2017-698
AFFIDAVIT REGARDING LOBBYING

Each proposer and all proposed team members and subcontractors must sign this affidavit and the proposer shall submit the affidavits with their proposal confirming that there has been no contact with public officials or management staff for the purpose of influencing award of the contract. Furthermore, each individual certifies that there will be no contact with any public official prior to contract award for the purpose of influencing contract award.

The undersigned further certifies that no team member or individual has been hired or placed on the team in order to influence award of the contract. All team members are performing a commercially useful function on the project.

Failure to provide signed affidavits from all team members with your response may be cause to consider your bid/proposal non-responsive.

________________________________________  ______________________
BY: Authorized Officer or Agent Date

__________________________
Title of Authorized Officer or Agent

__________________________
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF ______________________, 2016

__________________________
Notary Public
My Commission Expires:

__________________________
My Commission expires:

__________________________
Resident State:
ATTACHMENT J
CITY OF TYBEE ISLAND, GA RFP 2017-698
BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

For all orders above the limit prescribed in FAR Section 52.203-12(g), or its successor regulation (currently $150,000), the Proposer must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the “Byrd Anti-Lobbying Amendment.”

(a) FAR 52.203-12, “Limitation on Payments to Influence Certain Federal Transactions” is hereby incorporated by reference into this certification.

(b) The proposer, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

1. No 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 on his or her behalf 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 (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the proposer shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

3. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(a) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

SIGNATURE: ________________________________________________________________

COMPANY NAME: _____________________________________________________________

DATE: __________________
ATTACHMENT K

City of Tybee Island, PO Box 2749, Tybee Island, GA 31328
912-472-5024 | (fax) 912-786-9465

What products/services do you provide to the City of Tybee Island?

Please provide copy of worker’s comp coverage when providing any service involving labor on City property.

To whom shall we direct the Purchase Order?

Sales Contact: __________________________ Email: __________________________
Phone#: __________________________ Fax#: __________________________
Address: __________________________

To whom shall we direct Payment?

Payment terms: __________________________
A/R Contact: __________________________ Email: __________________________
Phone#: __________________________ Fax#: __________________________
Address: __________________________

Remittance Address:

Form W-9
Request for Taxpayer Identification Number and Certification
Give form to the requester. Do not send to the IRS.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Signature of U.S. person: __________________________

Date: __________________________
I have read and understand the requirements of this proposal #2017-698, and agree to provide the required services in accordance with this proposal, and all other attachments, exhibits, etc. *Quantities are estimated only for the purpose of evaluating fee schedule.

<table>
<thead>
<tr>
<th>POSITIONS</th>
<th>HOURLY</th>
<th>ESTIMATED # OF HOURS</th>
<th>ESTIMATED TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td></td>
<td>500</td>
<td></td>
</tr>
<tr>
<td>Operations Manager</td>
<td></td>
<td>1,400</td>
<td></td>
</tr>
<tr>
<td>FEMA Coordinator</td>
<td></td>
<td>200</td>
<td></td>
</tr>
<tr>
<td>Field Supervisor</td>
<td></td>
<td>6,800</td>
<td></td>
</tr>
<tr>
<td>Debris Site/Tower Monitor</td>
<td></td>
<td>10,600</td>
<td></td>
</tr>
<tr>
<td>Environmental Specialist</td>
<td></td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>Project Inspector (Citizens Site Monitor)</td>
<td></td>
<td>1000</td>
<td></td>
</tr>
<tr>
<td>Load Ticket Data Entry Clerks (QA/QC)</td>
<td></td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>Billing/Invoice Analyst</td>
<td></td>
<td>500</td>
<td></td>
</tr>
<tr>
<td>Project Assistant</td>
<td></td>
<td>2300</td>
<td></td>
</tr>
<tr>
<td>Field Coordinator (Crew Monitor)</td>
<td></td>
<td>30,000</td>
<td></td>
</tr>
</tbody>
</table>

**OTHER REQUIRED POSITIONS**

<table>
<thead>
<tr>
<th>POSITIONS</th>
<th>HOURLY</th>
<th>ESTIMATED # OF HOURS</th>
<th>ESTIMATED TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistance Coordinator</td>
<td></td>
<td>200</td>
<td></td>
</tr>
<tr>
<td>Data Manager</td>
<td></td>
<td>1,000</td>
<td></td>
</tr>
<tr>
<td>GIS Specialist</td>
<td></td>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>

**ESTIMATED TOTAL COST**

(For evaluation purposes only)

FIRM NAME:____________________________________________________________

PROPOSER:_______________________________________________________________

SIGNATURE:_____________________________________________________________

ADDRESS:_______________________________________________________________

CITY/STATE/ZIP:________________________________________________________

TELEPHONE:____________________________________________________________

FAX NUMBER:___________________________________________________________

EMAIL:________________________________________________________________
ATTACHMENT M
CITY OF TYBEE ISLAND, GA RFP 2017-698

CHECKLIST FOR SUBMITTING RFP

Sign below and submit this sheet with RFP

NOTE: All of the following items must be submitted with your RFP to be considered “responsive”. Remember to follow the Instructions in the RFP Documents.

1. INSTRUCTIONS TO PROPOSERS SIGNATURE SHEET

2. ACKNOWLEDGMENT OF ANY/ALL ADDENDUMS (if any Addendums issued).

3. RFP SHEET COMPLETELY FILLED OUT AND SIGNED.

5. COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE RFP (Attachments A thru M).

____________________________
NAME/TITLE

____________________________
COMPANY NAME

____________________________
ADDRESS

____________________________
CITY/STATE/ZIP

____________________________
PHONE NUMBER

____________________________
FAX NUMBER