
REQUEST FOR PROPOSALS

Contract for

DISASTER DEBRIS RECOVERY SERVICES

ISSUED BY:

GRADY COUNTY, GEORGIA

Due back by:

Wednesday March 1, 2023, at noon (sealed bid)

INSTRUCTIONS TO PROPOSERS

1. The Proposal

Proposals must be submitted in the format outlined in this RFP and should be a complete response to this RFP. This proposal format is mandatory. This proposal should be submitted in a sealed envelope that shows the name and address of the person or persons submitting the proposal.

The proposal should be signed by an officer authorized to make a binding commitment for the company making the proposal. All cost and price information submitted by the Proposer will remain irrevocable for a period of 120 days from the date of submittal.

2. Changes to the Proposal

Changes to the proposal may be made at any time prior to the opening of the proposals, however, all changes must be submitted in writing in an envelope marked "Modification to Proposal." The proposal and modifications will be opened at the same time and the proposal changed accordingly.

3. Proposal Reservations

To the extent allowed by the applicable state and federal laws, Grady County, (hereafter, "Grady County") reserves the right to reject any proposal that is nonconforming, nonresponsive, unbalanced or conditional. A proposal may be considered nonconforming if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

Grady County also reserves the right to reject any proposal if Grady County believes the Proposer is unqualified or of doubtful financial ability. The proposal may also be rejected if the Proposer fails to meet any other pertinent standard or criteria established by Grady County.

4. ACCEPTANCE OF PROPOSALS

Grady County intends to award a contract to the Contractor submitting the proposal that best satisfies the needs of Grady County. All proposals received by the closing deadline will be carefully evaluated for conformance with the requirements of this RFP. Selection of a firm will be based upon both technical factors and price. County reserves the right to conduct negotiations with responsible Proposers. This does not commit Grady County to award a contract. Grady County may award a contract solely on the basis of the proposal submitted without any negotiations.

Contents of the proposal may become contractual obligations if a contract ensues. Failure of the Proposer to honor these obligations may result in cancellation of the award.

5. AWARD OF CONTRACT

In the event Grady County decides to award a contract pursuant to this RFP, Grady County will provide a properly prepared Independent Contractor Agreement to the successful Proposer. In the event that the agreement is not approved and returned by the successful Proposer within 10 days, the Proposer may require that it be released from contract obligation. The foregoing action by Grady County or the Proposer shall in no way provide any cause whatsoever for a claim against Grady County by the Proposer.

It is the intent of the County to enter a **contract for a period ending December 31, 2026, with one year up option upon Commissioners approval.**

6. TERMINATION CLAUSES

a. Failure to Provide Service

If the successful Proposer fails to provide any services described in the contract, or fails to meet any obligations contained therein, Grady County reserves the right to terminate the contract by providing written notice to the Proposer. The Proposer will have 30 days to cure the default. If said default cannot be cured within 30 days of Grady County's written notice, Grady County may demand its own time table or terminate the contract.

b. Authority to Terminate

The County Administrator is authorized to terminate this contract on behalf of Grady County.

c. Termination for Convenience

Grady County shall have the right to terminate the contract without cause and at its convenience, with immediate notice to the contractor.

d. Force Majeure

It is mutually understood and agreed that the contract holder shall be waived of its obligations under the contract during any period or periods of time when acts of God, war or public enemy render impossible its performance under the contract. In such case, the contract holder shall give Grady County prompt oral notification followed by written notice of the particulars and estimated duration of said Force Majeure.

e. Law to Govern

The parties acknowledge that the contract is made and entered into in Grady County, Georgia, and will be performed in Grady County, Georgia. The parties further acknowledge and agree that Georgia law shall govern all the rights, obligations, duties and liabilities of the parties under contract and that Georgia law shall govern the interpretation and enforcement of the contract and any and all legal matters relating to the contract. The parties further agree that any and all legal actions proceeding relating to the contract shall be brought in a court of competent jurisdiction in Grady County, Georgia. By executing the contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Grady County, Georgia.

7. SCOPE OF WORK

Grady County is requesting proposals from experienced and qualified firms to enter into post-event contracts for the following services: Contractors shall provide disaster recovery services including, but not limited to, clean-up, demolition, removal, reduction and disposal of debris resulting from severe weather as directed by Grady County in order to eliminate immediate threats to public health and safety.

Also required is the elimination of immediate threats of significant damage to improved public or private property (see Section c) and that which is considered essential to ensure economic recovery of the affected community. Contractors shall also provide disaster recovery technical program management assistance relating to reimbursement of eligible damage costs from federal and state agencies when available to Grady County's officials. Selected contractors will be subject to constant observation by Grady County's debris monitoring staff. This staff, which may include contracted specialist along with staff from other government entities, will ensure debris removal efforts are within Public Assistance guidelines and in compliance with all applicable Federal, State, and local regulations.

The primary focus for this work is debris generated by severe weather. To provide a non-committal estimate of potential contract scope, the U. S. Army Corps of Engineers "Hurricane Debris Estimating Model" found in Appendix B to FEMA 325, Public Assistance Debris Management Guide (<http://www.fema.gov/pdf/government/grant/pa/demagde.pdf>), was used to predict debris amounts for a Category 3 hurricane. The model found 265,000 cubic yards (CY) of debris could be generated. The variables used in the model to solve for "CY of debris generated (Q)" were; 7,833 as the "Number of Households (H)/3", a "Hurricane Category (C)" factor of 26 CY for a Category 3 storm, a "Vegetative Cover (V)" multiplier of Medium/1.3, a "Commercial Density (B)" multiplier of Light/1.0, and a "Precipitation Characteristic (S)" multiplier of None to Light/1.0 = est. 265,000. The Model defines (H) as number of households derived from the total population divided by 3 people per household.

Firms shall submit one (1) original and three (3) copies of their proposal as requested by this invitation.

The work to be undertaken includes, but may not be limited to:

1. Emergency Road Clearance: Clearance of debris from primary transportation routes/roadways to the right of way as directed by Grady County.
2. Debris Removal from Public Property: Removal of vegetative debris from public right-of-way and other public properties. Removal of debris beyond the limits of public rights-of-way as necessary to

abate imminent and/or significant threats to public health and safety of the community, when directed by Grady County.

3. Debris Removal from Private Property: Removal of debris from private properties shall be directed by Grady County only when an imminent threat to life, safety and health is present on private property. Grady County will seek approval by the Federal Emergency Management Agency (FEMA) to use Public Assistance funding. If approved, efforts will be monitored for strict compliance with federal regulations regarding eligibility for reimbursement costs. Grady County may direct and fund this effort independently if FEMA approval is not obtained.

4. Debris Management Site (DMS): The Contractor will prepare and maintain a sufficient number of DMSs to accept and process all debris within the timelines established in the Contract. Grady County shall identify and make available all DMS to the Contractor at no charge. Preparation and maintenance of DMS shall include all approach and interior haul roads and dump pads, and an inspection tower sufficient for the monitoring of all incoming and exiting traffic.

5. All debris shall be processed in accordance with local, state and federal law, standards and regulations. Processing shall include, but not be limited to: reduction by tub grinding or chipping and/or incineration when approved by Grady County. Generated Hazardous Waste Abatement: Abatement of hazardous waste identified by Grady County in accordance with all applicable federal, state and local laws, standards and regulations.

6. Demolition of Hazardous or Condemned Structures that are a hazard to public health. Grady County will seek approval by FEMA to use Public Assistance funding. If approved, efforts will be monitored for strict compliance with federal regulations regarding eligibility for reimbursement costs. Grady County may direct and fund this effort independently if FEMA approval is not obtained.

7. Debris Disposal: Disposal of all disaster debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable federal, state and local laws, standards and regulations.

8. Documentation and Inspections: All debris shall be subject to inspection by Grady County. Inspections will be to insure compliance with the contract and applicable local, state and federal laws. The Contractor will, at all times, provide Grady County access to all work sites and disposal areas. The Contractor will work closely with state authorities, FEMA and other agencies to ensure that debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.

9. The Contractor will assist Grady County with developing and implementing a request to use alternative procedures for any debris removal pilot program established by FEMA.

10. Work Sites: Grady County will establish and approve all sites that the Contractor will be allowed to use. Pre-use surveys will be completed to include soil and water testing. The Contractor will remove all debris and return the site from which debris was removed in a clean and neat condition. Verification will be done using the pre-use surveys results.

11. White Goods: The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in FEMA 325 Debris Management Guide. The Contractor will handle the disposition of all white goods encountered in accordance with applicable federal, state and local laws. Proper disposal of Freon is required.

12. Hazardous Stump Extraction: The Contractor shall extract all stumps that are determined to be hazardous to public access and as directed by Grady County. Stumps will be hauled to DMS where they shall be inspected and categorized by size.

13. Backfilling of stump root ball holes upon direction of Grady County. This clean fill dirt shall be compacted as directed by Grady County.

14. Loading, hauling, and management of storm-deposited soils (e.g., silt, sand, or mud). This may include tasks like sifting, cleaning and sorting sand before placement back on beaches.

15. Documentation and Recovery Process: Contractor will provide the following in addition to debris removal activities:

- a. Documentation of recovery process
- b. Provide written and oral status as requested by Grady County
- c. Review documentation for accuracy and quantity
- d. Assist in preparation of claim documentation

16. Any costs associated with the documentation and recovery process shall be included in Contractor's prices in the pricing attachments. Proposers shall have proven experience with overall management and FEMA requirements including alternative procedures that may be available under pilot programs as well as all rules and regulations to qualify for this scope of work.

8. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

It is the policy of Grady County to provide businesses owned by minority persons equal access and opportunity to participate fully in all aspects of the County's programs; to prohibit discrimination against businesses on the basis of race, color, national origin, or gender; to promote and encourage full and open competition; and to promote equal access to contracting opportunities among the various contractors and vendors that do business with the County. Women-owned and minority-owned businesses are encouraged to apply.

9. CONTRACT ADMINISTRATOR

The Grady County Administrator and/or his/her designee will be the Contract Administrator for this project.

10. GRADY COUNTY SELECTION PROCESS

Proposals will be reviewed and ranked by Grady County Officials and Staff. After review and ranking firms may be selected for interviews and shall be prepared to make a scheduled presentation to Grady County, if required.

All communications (as opposed to bids) regarding this project, including any questions related to this Request for Proposal, shall be submitted to Buddy Johnson, by **noon, Tuesday, February 28th, 2023**, to:

Buddy Johnson
Grady County
33 17th Ave NW
Cairo, GA. 39827
(229) 377-1512

11. SUBMISSION REQUIREMENTS

To be considered submit one (1) original and three (3) complete copies in an 8 ½" by 11" format.

Submission Deadline and Location: **Proposals** must be submitted to Buddy Johnson at the address below by **noon (EST), Wednesday, March 1, 2023**.

A **public bid opening** will then be held in the Board Meeting Room at the Grady County Board of Commissioners Office at the address below, **on Thursday, March 2, at 10 AM**.

Grady County
33 17th Ave NW
Cairo, GA 39827

Required Information and format:

The Proposal will be divided into seven separate sections. The seven sections will contain the following information.

Section 1: Cover letter/Executive Summary describing the Contractor's firm and including names, address, phone number, fax number and email address of the person or firm submitting the proposal. Provide the name of the contact person and person authorized to contract for the firm.

Section 2: The Proposer's qualifications to meet Grady County's objectives and to perform the tasks listed in the proposal. This shall include a statement regarding the financial capability of the company,

a description of the office(s) from which the service is being performed and nature of staff and a list of equipment available for recovery projects.

Section 3: Shall outline the contractor's willingness and ability to utilize local contractors and their general requirements for doing so. This includes the contractor's use of women and minority owned businesses to provide services. This shall not be construed as the County endorsing any practice which would violate 2 CFR 200.219(a).

Section 4: A statement of the Contractor's familiarity and experience with FEMA's Public Assistance Program including all Alternative Procedures Pilot Program's for Debris Removal and applicable laws, rules, and regulations.

Section 5: A list of references for disaster specific experience over the last five (5) years, including the name of each client, a current contact person with phone number and /or email contact information, the size of each project, and response time. Additionally, Proposer must include in this section a statement listing and describing each and every lawsuit in the past five (5) years in which the Contractor sued, or was sued by, any of Contractor's clients.

Section 6: A debris management and response plan applicable for the scope of work.

Section 7: Lists of costs for the unit prices and hourly rates contained in Attachments I and II.

12. LIMITATIONS

This request does not commit Grady County to the award of the contract or to pay any costs incurred in the preparation for a response to this request.

Grady County may or may not require the prospective Proposer to participate in negotiations and to submit additional technical information or other revisions to their proposal as may result from the negotiations.

Grady County reserves the right to reject any or all proposals, to waive informalities, to request additional information and to award a contract deemed most advantageous for Grady County.

13. MINIMUM REQUIREMENTS OF PROPOSER

Proposals shall be considered only from firms normally engaged in performing the type of work specified with the Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the Proposer, Grady County in its discretion shall determine whether the evidence of responsibility and ability to perform is satisfactory. Grady County reserves the right to reject any or all proposals.

The Proposer should have previous experience in the performance of projects of a similar nature to ensure timely and efficient completion of any disaster project.

The individual/ firm warrants that he/she is fully qualified, with adequate personnel and experience to undertake the services required within a reasonable time. The Proposer shall also certify that insurance coverage that meets or exceeds industry standards for this type of work will be in force to mitigate risk during performance under the contract.

The Proposer shall be an equal opportunity employer and shall adhere to any applicable local, state or federal affirmative action requirements to include but not limited to the use of women and minority owned businesses to provide services.

The Proposer shall provide a letter from a surety licensed to do business in Georgia stating that, in the event Proposer is awarded a contract, the Proposer can obtain a payment and performance bond of at least 20 million dollars, which shall remain in effect for the full term of the subsequent contract.

14. CRITERIA FOR EVALUATION AND AWARD

The successful Proposer will be selected based upon the best response offered to Grady County. Along with other factors the County will use the following criteria and weight to determine the best response.

CRITERIA	WEIGHT
Price	35%
Qualifications	30%
Technical	25%
Other	10%

Proposers may be requested to give an oral presentation after submission of responses should Grady County find it necessary, in order to determine which is the best received.

15. INCURRED EXPENSES

Grady County is not responsible for any expenses which Proposer may incur in the preparation and submittal of proposals requested by this RFP, including but not limited to, costs with travel, accommodations, interviews or presentation of proposals.

ATTACHMENT I
FEE SCHEDULE

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites(DMS/TDSRS) or other disposal sites (NOTE 1 & 6)		/CY
2	Vegetative and/or C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS/TDSRS or other disposal sites (NOTE 1 & 6)		/CY
3	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 2, 3 & 6)		/CY /TON
4	Vegetative and/or C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site (NOTES 2, 3 & 6)		/CY /TON
5	Management of DMS/TDSRS (NOTE 4)		/CY
6	Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS or Final Disposal		/CY
7	Grinding or consolidation of C&D debris at DMS/TSDSRS		/CY
8	Processing (Open Burning) of Vegetative Debris at DMS/TDSRS or Final Disposal		/CY
9	Processing Burning of Vegetative debris using air curtain incinerators at DMS/TDSRS or final disposal		/CY
10	Pick Up and Haul of White Goods to Site within Robeson County.		/LB
11	Pick Up and Disposal of Hazardous Material		/LB
12	Freon Management and Recycling		/UNIT
13	Dead Animal Collection, Transportation and Disposal		/LB
Extraction of hazardous stumps resulting from trees growing on the right of way & Hauling to Final Disposal Site (NOTE 5)			
14	24 inch diameter to 47.99 inch diameter measured 24" above ground		/STUMP
15	48 inch diameter and greater		/STUMP
Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 1 – 9			
16	Removal of hazardous hanging limbs 2 inches or more at point of break		/TREE
17	Removal of hazardous standing trees 6" – 12.99" in diameter (NOTE 7)		EACH
18	Removal of hazardous standing trees 13" – 24.99" in diameter (NOTE 7)		EACH
19	Removal of hazardous standing trees 25" – 36.99" in diameter (NOTE 7)		EACH
20	Removal of hazardous standing trees 37" – 48.99" in diameter (NOTE 7)		EACH
21	Removal of hazardous standing trees more than 49" in diameter (NOTE 7)		EACH

Marine Debris Removal			
22	Canal, bayou and ditch clearing		/LF
23	Bays and other open waters		/ACRE
24	Marine vessel and other land vehicle removal		/LF
The following items shall be billed on a time and material basis.			
25	Emergency Road Clearance		/Attachment II

NOTES:

1. This price assumes that DMS/TDSRS's , final disposal site or other approved disposal sites are within 25 miles. For distances, over 25 miles but less than 100 miles add _____ per cubic yard.
2. This price assumes final disposal is within 25 miles. For distances, over 25 miles but less than 100 miles add _____ per cubic yard.
3. If scales are available at the final disposal site /TON cost will be used in lieu of /CY. The Contractor pays tipping fee at final disposal site(s) and bills Grady County at cost.
4. Includes management of site remediation to include but not limited to pre and post use soil and water testing.
5. All stumps placed on the right of way by citizens will be converted to cubic yards using guidance provided in FEMA 325. Once converted amounts will be charged using item 1-4 rates as appropriate.
6. Invoices to be based on incoming and/or outgoing load tickets.
7. Measured at 4.5 feet above ground.
8. Items 1-24 include all personnel cost needed to deliver the service to include lodging and meals. Pricing will be adjusted for option year awards using a % equal to the % change (+/-) in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.
9. Private property debris removal (right of entry work) upon private property, if authorized by FEMA, will be done according to the rates listed herein. Contractor shall engage in PPDR work only with a written right of entry and hold harmless document executed by the private property owner.

ATTACHMENT II

FEE SCHEDULE – EQUIPMENT AND LABOR RATES

ITEM DESCRIPTION (or equivalent)	Hourly Rate
JD 544 Wheel Loader with debris grapple	\$ _____
JD 644 Wheel Loader with debris grapple	\$ _____
Extendaboom Forklift with debris grapple	\$ _____
753 Bobcat Skid Steer Loader with debris grapple	\$ _____
753 Bobcat Skid Steer Loader with bucket	\$ _____
753 Bobcat Skid Steer Loader with street sweeper	\$ _____
30-50 H Farm Tractor with box blade or rake	\$ _____
2 – 2 ½ cu. Yd. Articulated Loader with bucket	\$ _____
3 – 4 cu. Yd. Articulated Loader with bucket	\$ _____
JD 648E Log Skidder	\$ _____
CAT D4 Dozer	\$ _____
CAT D5 Dozer	\$ _____
CAT D6 Dozer	\$ _____
CAT D7 Dozer	\$ _____
CAT D8 Dozer	\$ _____
CAT 125 – 140 HP Motor Grader	\$ _____
JD 690 Trackhoe with debris grapple	\$ _____
JD 690 Trackhoe with bucket and thumb	\$ _____
Rubber Tired Trackhoe with debris grapple	\$ _____
Rubber Tired Excavator with debris grapple	\$ _____
JD 310 Rubber Tired Backhoe with bucket and hoe	\$ _____
210 Prentiss Knuckleboom with debris grapple	\$ _____
CAT 623 Self-Loader Scraper	\$ _____
Hand-Fed Debris Chipper	\$ _____
300 – 400 HP Tub Grinder	\$ _____
800 – 1000 HP Tub Grinder	\$ _____
30 Ton Crane	\$ _____
50 Ton Crane	\$ _____
100 Ton Crane	\$ _____
40 – 60' Bucket Truck	\$ _____
Greater than 60' Bucket Truck	\$ _____
Fuel/Service Truck	\$ _____
Water Truck	\$ _____
Portable Light Plant	\$ _____
Equipment Transports	\$ _____
Lowboy Trailer with Tractor	\$ _____
Flatbed Truck	\$ _____

ITEM DESCRIPTION (or equivalent)	Hourly Rate
Pick-up Truck	\$ _____
Off road truck	\$ _____
Self-Loading Dump Truck with debris grapple	\$ _____
Single Axle Dump Truck, 5 – 12 cu. Yd.	\$ _____
Tandem Axle Dump Truck, 16 – 20 cu. Yd.	\$ _____
Tandem Axle Dump Truck, 21 – 30 cu. Yd.	\$ _____
Tandem Axle Dump Truck, 31 – 50 cu. Yd.	\$ _____
Tandem Axle Dump Truck, 51 – 80 cu. Yd.	\$ _____
Power Screen	\$ _____
Stacking Conveyor	\$ _____
Chainsaw (without operator)	\$ _____
Air Curtain Incinerator, self-contained	\$ _____
Temporary Office Trailer	\$ _____
Mobile Command and Communications Trailer	\$ _____
Generators from 10KW to 300KW	\$ _____
PERSONNEL DESCRIPTION	Hourly Rate
Operations Manager	\$ _____
Superintendent	\$ _____
Foreman	\$ _____
Safety Officer/Quality Control Inspector	\$ _____
Laborer & Traffic Control Flagperson	\$ _____
Documentation Clerk	\$ _____
Time Keeper	\$ _____
HAZMAT Operator	\$ _____
HAZMAT Technician	\$ _____
Household HAZMAT Inspection and Removal Crew	\$ _____
Skilled Sawman	\$ _____
Crew Foreman with cell phone	\$ _____
Tree Climber	\$ _____
MATERIAL DESCRIPTION	/YARD
Fill dirt for stump holes – installed (includes purchase, placement and shaping)	\$ _____

NOTES:

1. Equipment rates are fully encumbered to include but not limited to the cost of the operator, fuel and maintenance.
2. Grady County could use personnel for work outside the services outlined in Attachment I. All personnel labor rates are fully encumbered to include the cost of lodging, meals, personal protective equipment, communications equipment, and vehicle/transportation including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings, protective eyewear, cell phones and radios.

16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

The prospective lower tier participant [\$100,000 or more] certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to their proposal.

Signed: _____ Dated: _____

Typed (or Printed) Name: _____