

REQUEST FOR PROPOSALS

FOR

CALDWELL COUNTY, KENTUCKY
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

PROPOSAL DUE ON 1/21/2022

NO LATER THAN 9 A.M. C.T.

REQUEST FOR PROPOSALS FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

INTRODUCTION AND GENERAL TERMS

Caldwell County has been impacted by DR-4630 - December Tornado. In order to recover from DR-4630 and to quickly respond to disaster events in the future, Caldwell County seeks to establish a contract with a disaster debris contractor (hereinafter “Contractor”) via this Request for Proposals. All proposals must be properly certified by the entity bidding for the work and signed by an officer, director or owner that has authority to bind and commit the Contractor to perform said work and services. Firms or companies desiring to provide services, as described in the Scope of Work, shall submit sealed proposals by **FRIDAY Jan 21, 2022, at 9 a.m. CT**

Offers by telephone, fax or email will not be accepted. Telephoned, faxed or emailed proposals shall be rejected as non-responsive regardless of whether the fax or email is received.

Point of contact for this proposal: Lori Dunning, County Judge Executive’s Office, ldunning@caldwellcourthouse.com

Contractor proposers are cautioned that they are responsible for the delivery of their proposal at the stated due date/time at the specified address. If the proposal is delivered by an express mail carrier or by any other means, it is the proposer’s responsibility to ensure delivery. The County will not be responsible for deliveries made to any place other than the specified address. Late deliveries or mail delays will be rejected as non-responsive regardless of the reason for delay.

Proposals should contain enough information for the County to make an evaluation; however, overly complex or excessive proposals will be a burden to the proposal scoring committee and should be avoided.

Top line notes for contractor response:

- **Proposals are paper-based, due FRIDAY Jan 21, 2022, at 9 a.m. CT**
- **Submission Format:**
 - **5 copies of technical proposal,**
 - **1 copy of price proposal,**
 - **1 copy of additional documents (attachments)**

- **Bid Bond is required. Performance Bond will be required prior to the start of operations.**
- **Interviews may be scheduled.**
- **RFP is for immediate work.**
- **Contractor may be asked to provide debris sites. If contractor provides debris sites, Debris Site Ingress /Egress fortifications (e.g. rock, mats, etc.) to prevent damage to roads should be included in debris site costs.**
- **No tracked equipment on roadways, unless by written permission by the County. Damage to the roadway caused by tracked equipment shall be repaired by the contractor.**
- **Forecast of the next day's need/count of monitors will be required by 5 p.m. each night.**

All costs of preparation of a response to this request for proposals are solely those of the proposers. The County assumes no responsibility whatsoever for any such costs incurred by a proposer. The proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process. The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within four (4) days after approval of the selection. The County reserves the right to cancel this solicitation at any time prior to approval of the award. The County reserves the right to request clarification of information submitted and to request additional information from any or all proposers.

This RFP may be used by other agencies under cooperative agreements.

PROPOSAL SUBMISSION:

1. PLEASE MARK THE OUTSIDE OF THE ENVELOPE OR FEDEX PACKAGE:
PROPOSAL FOR DEBRIS CLEANUP.
2. Proposals are due not later than **FRIDAY Jan 21, 2022, at 9 a.m. CT, to Caldwell County Courthouse, 100 East Market Street, Room #27, Princeton, KY 42445**

**SCOPE OF WORK FOR DEBRIS REMOVAL
CALDWELL COUNTY, Kentucky**

1.0 GENERAL

The purpose of this contract is to remove and dispose of all eligible debris from County Maintained Rights of Way (ROW), as well as County owned property or other governmental entity ROW or property through interlocal agreement. Maintained Rights of Way (ROW) within the county may vary in width, and CONTRACTOR will take measures to ensure work is done in the maintained Rights of Way (ROW). Private Property Debris Removal (PPDR) and/or Right of Entry (ROE) work may become part of this project if the County and/or FEMA authorizes after a determination is made that the need for this type of work is necessary as part of the recovery effort. Eligible waterway work (NRCS) may be part of the contract, or may be procured separately depending on yet-to-be-determined factors.

2.1 SERVICES

- 2.2** The Contractor shall provide for debris removal and disposal of all eligible debris from the County ROW or County owned property. The CONTRACTOR may be required to secure and permit Debris Reduction Site(s). If tasked to provide debris site(s), the CONTRACTOR shall prepare, operate, and restore the Debris Reduction Site(s). The site(s) shall be approved by the Kentucky Division of Waste Management.

Restoration of the debris reduction site shall include all measures required by Kentucky Division of Waste Management.

- 2.3** Vegetative debris shall be taken for reduction to the Debris Reduction Site. Reduction will be made by either compaction, burning, or chipping.

Construction and Demolition (C&D) debris will be taken to temporary debris site or directly to permitted landfill.

- 2.4** Any damage to public property, sidewalks, curbs, or streets shall be repaired at the expense of the Contractor. The Contractor should document the current conditions of all roadways, sidewalks and all structures to remain in the debris removal area. In addition, all roadways along the haul routes should be documented. A representative of the County should be present during this

inspection. The Contractor should provide photographic and/or video documentation. The documentation should be submitted to the County prior to beginning the work.

If this pre-cleanup documentation occurs, and damage happens to road/ROW that is part of the normal course of debris operations (e.g., heavy equipment may cause rutting in the ingress/egress of dump site) the County will be required to provide “pre”-photos as part of a FEMA project worksheet for reimbursement for road/ROW repair; this documentation will be used to secure FEMA grant funding for damage due to normal debris operations.

If this pre-cleanup documentation is not completed, the damage to roadways will be assumed to have been done by abnormal debris operations and will be the responsibility of the Contractor to repair. The Contractor may be responsible for damages determined to have been caused by contractor vehicles.

- 2.5 Haul and Dispose. The work shall consist of clearing, separating, and removing any and all eligible debris, including ROW of streets and roads. Work shall include: 1) examining and sorting debris to determine whether or not debris is eligible; 2) loading and sorting the debris; 3) hauling the eligible debris to an approved Debris Site. Ineligible debris shall not be loaded, hauled, or dumped under this contract. The County shall be immediately notified of any ineligible debris located at the ROW for collection.
- 2.6 The Contractor shall make **at least two passes** of all publicly maintained County roadways. There shall be at least **two weekends between the first pass and the final pass** to allow for citizens to bring items to the ROW. Contractor shall make best efforts to communicate with the County (for broadcast to citizens) the approximate pass dates. The County or Debris Monitor will maintain a “hotspot” and citizen call-in number. Hotspots classified as safety issues should be addressed as soon as possible, regardless of pass schedule.
- 2.7 Debris collected must fall within the guidelines of the FEMA PA Guide FP-104-009-2
https://www.fema.gov/sites/default/files/documents/fema_pappg-v4-updated-links_policy_6-1-2020.pdf Any eligible debris, such as fallen trees, which extend onto the public ROW from private property, shall be cut at the point where it enters the ROW. Only that part of the debris that lies within the ROW shall be removed.
- 2.8 **Hazardous limbs** are considered eligible debris and are defined as limbs greater than two inches in diameter that are still hanging in the tree and are threatening a

public use area, such as a trail, sidewalk, road, etc.

- 2.9 Hazardous Trees.** Trees in the public ROW with a split trunk, broken canopy, or leaning at an angle greater than 30 degrees, are considered eligible debris. Holes present as a result of uprooted trees in the public ROW shall be filled to ground level.
- 2.10** The Contractor shall not enter private property during the performance of this contract, unless specifically authorized by the County in writing. Contractor shall note that a portion of the project will occur in residential areas. The Contractor shall exercise due care to minimize any damages to trees, shrubs, landscaping and general property. **The Contractor shall repair any damages caused to private property by the Contractor's equipment in a timely manner at no expense to the County.** The debris work area shall be left clear of debris and cleaned, as reasonably and practical under the conditions of this project.
- 2.11** The Contractor shall use equipment and perform work in a manner to prevent damages to the private and public infrastructure facilities in the ROW, including gas meters and all landscaped areas. **The Contractor shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County.**
- 2.12** All equipment shall be approved by the County prior to use via truck certification. All loading equipment is required to operate from the street/road using buckets and /or boom and grapple devices to remove and load the debris.
- 2.13** The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state and local governments or agencies, or of any public utilities.
- 2.14** The County and governmental agencies reserve the right to inspect vehicles, equipment, debris site and to verify quantities, and review operations at any time.
- 2.15** All work shall be accomplished in a safe manner in accordance with OSHA standards.

3.1 LOAD TICKETS

- 3.2 Paper Tickets.** It is expected that the debris monitor contracted by the County will use an e-ticket system for monitoring. However, should a manual system be used, Contractor will be required to provide physical load tickets for the purpose of recording the cubic-yard (CY) volume or tonnage of debris removed for disposal. In the event that an e-ticket system is not utilized, the following process will be used regarding load tickets. A copy of the load ticket to be used by the

Contractor shall be submitted for County approval prior to beginning work. The Contractor shall provide all load tickets to the County. The load ticket numbers shall be sequentially numbered. The load tickets shall be a minimum of four parts.

3.3 E-Tickets. The e-ticket system, or if manual tickets are used, the paper ticket, shall contain the following information:

- Ticket Number
- Contract Number
- Contractor Name
- Date
- Truck or Roll-off Container Number
- Truck Capacity
- Point of Debris Collection
- Loading Departure Time
- Dump Arrival Time
- Percent of Load
- Actual Debris Volume
- Debris Eligibility (Y/N)
- Type of Debris
- Cut Type

3.4 Photographs. Photographs, especially those of Tree Cuts (Leaners or Hangers) must be provided to comply with FEMA PA Guide requirements. The contractor will ensure only eligible cuts are made. To support invoicing to the County of only eligible cuts, the contractor will review cut tickets and cut photos on a consistent basis and coordinate with the debris monitor to ensure photographic documentation as required per the FEMA PA Guide exists in order to support contractor invoicing.

4.1 DEBRIS CLASSIFICATION

4.2 Eligible Debris. Eligible debris is defined as debris eligible for reimbursement under the FEMA Public Assistance Grant Program (FP 104-009-2 Public Assistance Program and Policy Guide (PAPPG) V4 (June 1, 2020).

4.3 Stumps. The removal and disposal of all stumps, when eligible for removal, may be paid on a cubic-yard basis, regardless of size or whether or not the stumps require extraction by the Contractor. Stumps 6” or larger hauled separate from other debris shall be individually measured and converted to cubic yards using the FEMA standard conversion table by the County’s representative. Uprooted stumps with an exposed root ball on improved public property or ROW, 24” or larger, that create an immediate threat to life, public health, and safety, which have to be extracted by mechanical means, may be due additional pay as per the values listed on the Price Proposal Form. These incidents may be addressed on a

case-by-case basis by the County after FEMA approval. Removal shall be accomplished by the most economical means. The extracted stump will then be measured and converted to cubic yards using the FEMA standard table by the County's representative.

- 4.4 Vegetative Debris.** Vegetative debris will first be collected and taken for reduction to a temporary debris site, which has been approved by the State environmental certifying agency. If burned by the Contractor, the burning shall be undertaken in compliance with all federal, state, and local laws, guidelines, and regulations. In addition, the Contractor shall maintain sufficient water trucks or safety measures at the burn sites for security purposes. To avoid unnecessary stockpiling, the Contractor will burn on a daily basis an equivalent amount of vegetative debris that was brought to the burn site on the previous day. The burn site shall be controlled so that the smoke does not create a vehicular and/or air traffic hazard or a nuisance condition. The burning processes will be monitored for strict compliance with Kentucky Department of Environmental Protection.
- 4.5 C&D (Construction & Demolition) Debris.** FEMA defines C&D Debris as “damaged components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, concrete, fully cured asphalt, equipment, furnishings, and fixtures (FEMA Debris Monitoring Guide, p. 16).” The C&D Debris must be disaster-generated and may not be mixed with debris from construction projects underway prior to the storm or with debris generated as a result of remodeling that occurred after the storm. Only C&D Debris that was disaster-generated and that presents an immediate threat will be eligible for reimbursement. C&D should not contain Hazardous Waste.
- 4.6 White Goods.** FEMA defines White Goods as air conditioners, dishwashers, freezers, refrigerators, stoves, washers and dryers, and water heaters. Contractor will be responsible for Loading, Haul and Final Disposal of White Goods from collection points to landfill. White goods must not be mixed with debris from construction projects underway prior to the storm or with debris generated as a result of remodeling that occurred after the storm. Only White goods that were disaster-generated will be eligible for reimbursement.
- 4.7 Household Hazardous Waste.** Household hazardous waste, if incidentally collected as part of C&D shall be separated as part of the DMS site management cost. Haul out of household hazardous waste is not part of this RFP.
- 4.8 Hazardous Waste.** Hazardous waste, if incidentally collected as part of C&D, shall be separated as part of the DMS site management cost. Collection of

hazardous waste is not part of this RFP. Haul out of hazardous waste is not part of this RFP.

4.9 PERFORMANCE SCHEDULE

5.1 The Contractor shall commence performance within twenty-four (24) hours of receipt of notice to proceed, but the Contractor shall not commence performance until given notice to do so.

5.2 Prior to commencing debris removal operations Contractor shall, with the County's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 2-day and 7-day projection. Contractor shall have at least one debris removal crew initially assigned to operate within each determined zone (zones to be determined, likely 2-5 zones), and the crews shall continue to operate in each zone until such time that all debris associated with the "first pass" is collected in that zone, at which time the crew and resources may be assigned to operate in another zone within the County.

5.3 All activity associated with debris operations shall be performed between 30 minutes before sunrise and 30 minutes after sunset in the affected areas. The County will determine work days. Currently, the County is determining if Sundays will be work days.

5.4 Due to timeline requirements for federal reimbursement, the maximum allowable time for completion shall be one hundred twenty (120) calendar days from the incident date/weather event date unless the County initiates additions or deletions to the contract by written change orders. Every effort should be made by the contractor to maximize enhanced federal share (more than 75%) timeframes.

5.5 Contractor shall have at least 15 haul trucks running within 72 hours of notice to proceed. A minimum daily production rate of 1000 CY per day must be met. In the event that the daily production rate is less than 1000 CY per day, liquidated damages equal to daily monitoring costs and other costs incurred by lengthening the contract duration shall be assessed to the Contractor. Daily production rate may be changed with written agreement by Contractor and County.

6.1 EQUIPMENT

6.2 All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back up alarms. Any truck used to haul debris should be capable

of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the County. The Contractor shall provide means to rapidly unload any trailer that does not have a means for dumping. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. **Plastic webbing is not acceptable for a tailgate.** All hauling equipment shall be measured for its load capacity. The County may inspect equipment at any time and determine the equipment not suitable for debris operations.

- 6.3 Trucks and other heavy equipment designated for use under this contract shall be equipped with placards identifying they are working on the County's debris project.
- 6.4 Prior to commencing debris removal operations, the Contractor shall present to the County all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer will be measured to determine the load capacity. Each truck or trailer shall be numbered and clearly display the load capacity for identification with a permanent marking. The County may, at any time, request that the trucks be re-measured. The Contractor shall notify the County each time a new truck, trailer or container is to be used under this contract. No capacity can exceed 100% of the measured volume.
- 6.5 Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Any "volunteer" or unpaid work in the jurisdiction of the County must be done with written approval of the County.
- 6.6 Loading equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) as well as non-rubber-tired equipment must be approved by the County.

6.7 The Contractor's staff shall familiarize themselves with all bridge postings in the County and shall comply with the load posting signage in place while transporting debris.

7.0 License and Reporting

7.1 **OCCUPATIONAL LICENSE FEE.** Every person or business which has any activity within Caldwell County is required to pay occupational license fee tax on the net profits of its business operation within 135 days after the end of the Licensee's Fiscal Year. Every employee who works in Caldwell County is subject to occupational license fee tax on his or her gross earnings. Employers are required to withhold the occupational license fee tax each pay period for wages earned. Employers are required to remit the fees quarterly to the Caldwell County Tax Administrator (on or before October 31, January 31, April 30, and July 31 of each year). In addition, all entities conducting business in Caldwell County must register with the Caldwell County Tax Administrator by filling out a Questionnaire obtainable from the Tax Administrator. Net profits shall be reported at the end of each calendar (or fiscal) year. The Occupational License Fee shall be measured by 1.5% of the Net Profit from business conducted in Caldwell County by a business entity. At the end of each calendar year, employers may be required to submit the name, address, social security number, gross wages and amount of occupational license fee tax withheld on each employee. For additional information contact: Lori Dunning Tax Administrator, 100 E Market St., Room 27 Princeton, KY, 42445, (270) 365-9776.

7.2 Contractor shall ensure all subcontractors are made aware of Occupational License Fee/Net Profit License Fee requirements.

7.3 **REPORTING**

7.4 The Contractor shall submit a report to the County each morning for the previous day for the term of the contract. Each report shall contain, at a minimum, the following information:

- Number and types of trucks in operation the previous day
- Daily and cumulative totals of debris removed
- Estimate of total leaners, hangers, haul in and haul out, and cumulative % of work complete.

Discrepancies between the daily operational report and the corresponding load

tickets shall be reconciled no later than 5 p.m. the following day.

7.5 The contractor shall submit a morning report for the current day's operations. This report shall contain at a minimum

- Number of trucks running that day
- Type of trucks (cut trucks, haul-in trucks, haul-out trucks)
- Locations or zones of trucks

8.1 OTHER CONSIDERATION

8.2 The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

8.3 The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors' or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional costs to the County.

8.4 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with OSHA standards.

8.5 The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the Contractor commencing operations.

8.6 The Contractor is responsible for dust control. The Contractor shall be in compliance with all state and local laws for dust control.

8.7 The County may suspend Contractor operations due to inclement weather. The performance period may be extended for weather delays.

8.8 The Contractor shall employ as many local residents and subcontractors as possible as part of this contract.

- 8.9** The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- 8.10** The Contractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 8.11** The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5) insofar as it may apply to this contract. The majority of work under this contract is expected to be performed under the FEMA Public Assistance program. FP 104-009-2 Public Assistance Program and Policy Guide (PAPPG) V4 (June 1, 2020) states **Davis Bacon Act does not apply to the FEMA Public Assistance Program.**
- 8.12** The Contractor shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 – 330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 8.13** The Contractor shall permit access by the County and the government agencies including the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 8.14** The Contractor shall retain all required records for three years after the County or the relevant government agencies make final payments and all other pending matters are closed.
- 8.15** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- 8.16** The Contractor shall comply with any other applicable federal, state or local regulations.
- 8.17** The Contractor shall adhere to mandatory standards and policies on energy efficiency which are contained in the state energy conservation plan issued in

compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

- 8.18** Contract shall be listed within the federal System for Award Management (SAM) website.
- 8.19** Contractor shall not subcontract with any parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.”
- 8.20** Contractor shall certify that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contract shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Contractor shall require all subcontractors to submit these same certifications.
- 8.21** Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 8.22** Contractor shall plan for subcontractor participation per FEMA FP-104-009-2. Contractor shall conduct all necessary affirmative steps to ensure the use of disadvantaged, minority, and women’s business enterprises, and labor surplus area firms when possible.

9.0 FINAL DISPOSITION.

C&D debris will be taken to the Landfill for final disposal. KY Division of Waste Management allows beneficial use of applied ash. If applied ash is used as a final disposal method, the Contractor must provide quantities of ash, quantity of

land, GPS location of application, spread calculations, and confirmation from DWM of compliance with standards to the County prior to final invoicing for the project.

10.0 MEASUREMENT.

Unit Measurement for all debris removed shall be as indicated on the FEE PROPOSAL SCHEDULE, which is appended hereto as Attachment 1. This is determined by the eligible debris delivered to the dumpsite, as supported and documented by the load tickets.

11.1 BONDING AND INSURANCE.

11.2 Bid Bond of **at least \$750,000** must accompany the proposal.

11.3 Prior to signing of contract, Contractor agrees to furnish the County with all applicable certificates of insurance.

11.4 A performance bond, **equal to the proposal cost (attachment 1) or \$4,000,000.00, whichever is higher**, is required within 24 hours of award of the contract.

11.5 The Contractor shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the aforementioned bonds and insurance. Contractor mobilization costs will not be paid if the Contractor is unable to obtain bonding.

11.6 The Contractor shall save and hold the County harmless from and against all liability, claims and demands on account of personal injuries (including without limitation workers' compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the Contractor, any subcontractor, agent or employee.

11.7 Within 24 hours following signing of contract, Contractor shall provide copies of insurance policies **including all endorsements**.

- Commercial General Liability – in the amount of five million dollars (\$5,000,000.00) aggregate/one million dollars (\$1,000,000.00) per occurrence. The General Aggregate limit shall either apply separately to the resulting Contractor or shall be at least twice the required occurrence limit.

- Comprehensive Automobile and Water Vehicle Liability – covering any automotive equipment to be used in performance of the service, with a minimum limit in the amount of One Million Dollars (\$1,000,000.00) per occurrence combined single limit / any auto. Physical Damage Insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles.

- Worker’s Compensation – Proposer shall provide a policy with employer’s liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for each accident or illness. The Worker’s Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the County. Firms that have owner/operators that have filed a “Notice of Election to be Exempt” shall supply a signed copy of said notice. Any such exemption shall meet the requirements that qualify for an exemption under the applicable Worker’s Compensation law.

- Pollution and Remediation Liability with limits of not less than Two Million Dollars (\$2,000,000.00) annual aggregate / Five Hundred Thousand Dollars (\$500,000.00) per occurrence, including the cost of defense during the term of the contract and for a period of five (5) years following the completion thereof. Such coverage shall include, but not be limited to:
 - Pollution Legal Liability – (legal liability arising out of the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials, or other irritants, contaminants, pollutants, into or upon the land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the work).

 - Remediation Legal Liability Expense – expenses incurred for or in connection with investigation, monitoring, removal, disposal, treatment, or neutralization of a condition arising from the discharge, dispersal release, seepage, migration, or escape of smoke, vapors, soot, fumes, acids, alkalis toxic chemicals, liquids or gases, hazardous materials, waste materials, or other irritants, contaminants, or pollutants into or upon the land, the atmosphere, or any watercourse or body of water, including groundwater at,

under, or emanating from the work, as well as the cost to repair or replace real or personal property damaged during the course of Remediation Expense in order to restore the required Federal, State, Local or Provincial laws, ordinances, regulations, or statutes, or any subsequent amendments thereof; and

- Transportation Legal Liability /Expense Pollution Legal Liability or Remediation Legal Liability / Expense arising out of the movement by the Contractor of product or waste to its final delivery point as specified in the resulting contract.
 - Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the County on Commercial General Liability and Worker's Compensation insurance coverage. The ACORD Certificate of Liability Insurance, with endorsements, shall be completed by the authorized Agent and returned to the County.
 - Loss Deductible Clause: The County shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor.
 - The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.
- Conditions: Each insurance policy shall include the following conditions by endorsement to the policy:
 - Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal or any material change in coverages or limits, a notice thereof shall be given to the County by a certified mail. Contractor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer, and nothing

contained herein shall absolve the Contractor of this requirement to provide notice.

- Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums.

The term “Owner” and/or “County” shall include all Authorities, Boards, Bureaus, Commissions, Division, Departments and Offices of the County and individual members, elected officials, employees thereof in their official capacities, and/or while acting on behalf of the County.

County shall be named as an additionally insured on all policies of insurance. The policy clause “Other insurance” shall not apply to any insurance coverage currently held by the County to any future coverage, or to the County’s Self-Insured Retentions as, if any of whatever nature.

12.1 PAYMENT.

12.2 Work will be invoiced on a monthly basis, with separate invoices for FEMA grant performance periods (e.g. 100% federal share reimbursement time period shall be invoiced separately from standard federal share performance period). Tickets/work done with an interlocal agreement (e.g., for city within county) should either be separate invoices or separate line items on the invoice. Invoice shall be based on reconciled tickets as per the debris monitor. Invoice unit fees will be based on the unit pricing submitted by the Contractor in the attached FEE PROPOSAL SCHEDULE.

12.3 Payment for reconciled invoices will be paid within 45 days after approval from the County. Time is of the essence to the performance hereunder, and the County shall recover from the Contractor any delay costs caused by the acts or omissions of the Contractor or its agents. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. No late payment interest shall be due and owing for payments withheld in good faith for reasonable cause.

12.4 For reasonable cause and/or when satisfactory progress has not been achieved by the Contractor during any period for which a payment is to be made, the County may retain a percentage of said payment, not to exceed 10% of the contract value to ensure performance of the contract. Said cause and progress shall be determined by the County, based on assessment of any past performance of the Contractor and the likelihood that such performance will continue. Upon

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

- 12.5** The County may withhold payment or final payment for reasons including, but not limited to the following: damage to county or private property, unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

13.0 CHANGES, ADDITIONS, DEDUCTIONS AND EXTRA WORK

Upon proper action by the County, the County's authorized agent may authorize changes, additions or deductions from the work to be performed by written notice to the Contractor. No extra work shall be performed or any obligation incurred except upon written order by the County's authorized agent. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, under this contract, the County's authorized agent shall make an equitable adjustment and modify the contract in writing.

14.1 TERMINATION OF THE CONTRACT

Work conducted under contract awarded from this RFP may be terminated at any time for the convenience of the County. The County agrees to pay the contractor for all work completed through the termination date, as verified by the debris monitor.

- 14.2** Work conducted under contract awarded from this RFP shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise if the Contractor fails to cure any other deficiency identified by the County's authorized agent within 24 hours of delivery of notice of said deficiency. The County retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to, any legal process necessary to obtain relief against any sureties securing this contract. Any reasonable attorney's fee incurred by the County in enforcing this contract will be paid by the Contractor. **Jurisdiction for all legal**

proceedings shall be the courts of Caldwell County, Kentucky.

15.1 WARRANTIES AND REPRESENTATION

15.2 This contract is binding upon and inures to the benefit of the County or its assigns and is the whole agreement of the parties and governed by the Law of the State of Kentucky.

15.3 The Contractor shall comply with all federal, state, and local laws, ordinances, and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The Contractor further certifies he or she is eligible to perform this contract under local and federal law, is not now and has never been debarred from performing federal or state government contracts, and that all subcontractors used in the performance of this contract have the same qualification.

15.4 It shall be an affirmative duty of any proposing contractor to raise an objection to any term or item omitted or included in this RFP said contractor feels is a violation of federal or state law at least 48 hours prior to the submission deadline. Failure to raise such objection within the time allowed shall be deemed a waiver of said omission or inclusion by the contractor.

16.1 DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS

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

16.3 Corrective Actions. If deficiencies are identified, the County must take action to correct these deficiencies using one, or in some cases a combination of, the following:

-Stop unsafe work. The County's authorized agent may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.

-Issue a Stop Work Order. If the County's authorized agent determines the deficiency is serious, the County can issue a stop work order.

-Reduced Value Deduction. The County may reduce the contract price to reflect the reduced value of the services performed. This method is normally used when the work is performed by the County or another contractor rather than the

Contractor under this contract. The amount of the deduction is equal to the value of the service(s) not performed. As appropriate, calculation of deductions for certain deficiencies will be made using approved methods included in the Contract provision entitled "Inspection of Services."

-The Contract may be terminated.

16.4 The County may discuss corrective actions with the Contractor to prevent future occurrences.

16.5 The County's authorized agent will notify the Contractor, in writing, of any observed noncompliance with the aforementioned federal, state, or local laws or regulations. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, the Contractor shall immediately inform the County's authorized agent of proposed corrective action and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the County's authorized agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor.

17.1 NOTICES

17.2 At the time of the award, the Contractor shall designate, in writing, a Contractor's Representative (CR) to receive any notice required hereunder and who shall be available at the local work site in the County, during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the County's authorized agent at the time of award.

17.3 The County individual authorized to receive any notice required hereunder shall be the County's authorized representative. Said notice must be hand delivered during normal business hours to the County's authorized representative.

18.0 OTHER CONTRACTS

The County reserves the right to issue other contracts, direct other contractors, or perform similar duties to work within the area included in this contract.

19.1 ATTACHMENTS

In addition to the Technical Proposal, the following attachments must be submitted:

- Attachment 1 Certification and Cost Proposal Form (must be signed)
- Attachment 2 Reference sheet
- Attachment 3 Subcontractors
- Attachment 4 200.321 Certification - Affirmative Steps (must be signed)
- Attachment 5 Conflict/Non-Conflict of Interest (must be signed)
- Attachment 6 Non-Debarment Certification (must be signed)
- Attachment 7 Drug-Free Workplace Affidavit (must be signed)
- Attachment 8 Certification Regarding Lobbying (must be signed)
- Attachment 9 Statement of Bonding Ability
- Attachment 10 Bid Bond

20.0 PROPOSAL EVALUATION CRITERIA

Below are the criteria that will be used by the County to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the following:

CRITERIA	POINTS
<p>Contractor's Experience / Past Performance / Individual Credentials of Contractor and Team</p> <p>(Years of experience; experience in large scale debris removal and disposal; use of minority and women-owned business/compliance with 2 CFR 200.321; experience with FEMA/KYEM programs/coordination)</p>	30
<p>Proposal/Work Plan specific to Caldwell County for 4630</p> <p>(a general work plan as well as specific plan and equipment available to be used, availability and ability of personnel and equipment time from notice to proceed to start of operations; communication plan for/with the County; weekly work plan; ROW collection, leaner/hanger cuts, processing (mulch or burn) and haul out operations.</p>	35
<p>Price. $[1 - (B-A)/A] \times C = \text{Final Cost Score}$ A—the lowest Offeror's cost. B—the Offeror's cost being scored. C—the maximum number of cost points available.</p> <p>Note: If the formula results in a negative number (which will occur when the Offeror's cost is more than twice the lowest cost), zero points shall be assigned.</p>	25
References	10
Total Score	100
Interviews (Optional at County's decision)	20
Total with Interviews	120

21.0 MINOR IRREGULARITIES The evaluation committee reserves the right to waive minor irregularities.

22.0 Contract Timeframe. contract resulting from this RFP will be for an initial period of one year with option to extend for 3 one-year periods.

Attachment 1 Certification and COST PROPOSAL FORM (3 pages)

Proposing Certification: I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the rates quoted in my Proposal. I agree that my Proposal will remain in effect for a period of up to one hundred eighty (180) days.

I agree to abide by all conditions of this Proposal and understand that a background investigation may be conducted prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the Contract.

I certify this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service. I further certify that no officer, employee or agent of County or of any other Proposer has a financial interest in this Proposal. I further certify that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Business Name	
Business Address	
Point of Contact Name	
Office Phone	
Cell Phone	
email	
PRICE PROPOSAL (person certifying rate) Signature	
PRICE PROPOSAL PERSON NAME (person certifying rate)	
PRICE PROPOSAL PERSON'S POSITION (person certifying rate)	

Price Proposal Fee Schedule DEBRIS REMOVAL AND DISPOSAL SERVICES

Costs of \$0.00/unit shall be deemed non-responsive.

If intending to not charge for a service, please quote a minimal cost (\$0.01)

#	DESCRIPTION	UNIT	Proposed Cost per Unit NO ZERO COST/UNIT	Estimated Qty	Extended Price (Proposed Cost *Est Qty)
1	Loading and Hauling of Eligible Vegetative Debris to Debris Reduction Site (Travel Distance 0.0 – 15.0 Miles) (includes PPDR if approved)	CY		50,000	
2	Loading and Hauling of Eligible Vegetative Debris to Debris Reduction Site (Travel Distance 15.1 – 35.0 Miles) (includes PPDR if approved)	CY		50,000	
3	Loading and Hauling of Eligible Vegetative Debris to Debris Reduction Site (Travel Distance 35.1 +Miles) (includes PPDR if approved)	CY		50,000	
4a	Load, Haul and Final Disposal of C&D. Includes disposal/tipping fees. (includes PPDR if approved)	CY		75,000	
4b	Load, Haul and Final Disposal of C&D. disposal/Tipping Fees not included (tipping fees either passed through with no markup or billed directly to the county) (includes PPDR if approved)	CY		75,000	

5	Load and Haul In of C&D from ROW to temporary site. (includes PPDR if approved)	CY		75,000	
6a	Load and Haul Out of compacted C&D from temporary site to final destination includes disposal/tipping fees.	CY		50,000	
6b	Load and Haul Out of compacted C&D from temporary site to final destination disposal/tipping fees not included. (disposal fees either passed through with no markup or billed directly to the county)	CY		50,000	
7	Removal of Eligible Debris from Streams or Waterway and haul to temporary debris site (e.g. NRCS)	CY		5,000	
8	Clearing & Preparation of each Debris Reduction Site	Lump Sum		0	
9	Operate Debris Reduction Site – Includes Segregation of Debris and Maintenance of Traffic within Site. Includes segregation and compliant storage of any hazardous waste and household hazardous waste that has been incidentally collected	CY		225,000	
10	Restoration and Closeout of each Debris Reduction Site	Lump Sum		2	
11a	Reduction of Vegetative Debris at the Debris Reduction Site by	CY		150,000	

	Grinding/Chipping (County will determine grinding, burning or combo both).				
11b 1	Reduction of Vegetative Debris at the Debris Reduction Site by Burning (County will determine grinding, burning or combo both)	CY		150,000	
11b2	Reduction of Vegetative Debris at Debris Reduction Site by Air Curtain Burning (if directed or required by County or KY DEP/DWM/DAQ)	CY		150,000	
12a	Loading, Haul and Final Disposal of Reduced Vegetative Debris (Wood Chips) from Debris Reduction Site (includes tipping fees)	CY		37,500	
12b1	Load, Haul, and Final Disposal of Reduced Vegetative Debris (Ash) from Debris Reduction Site to Landfill or location other than temporary burn site (includes any required spreading)	CY		15,000	
12b2	Spread ash to KY DWM standards at temporary debris site	CY		15,000	

13	Leaning/Hazardous Tree Removal, 6" – 12" (Cut and Drop)	EACH		750	
14	Leaning/Hazardous Tree Removal, 13" – 23" (Cut and Drop)	EACH		750	
15	Leaning/Hazardous Tree	EACH		750	

	Removal, 24" - 36" (Cut and Drop)				
16	Leaning/Hazardous Tree Removal, greater than 36" (Cut and Drop)	EACH		100	
17	Removal of Hanging Limbs (Hangers) (Per Tree) (Cut and Drop)	EACH		5,000	
18	Hazardous Stump Removal – 24" – 35"	EACH		50	
19	Hazardous Stump Removal – 36" – 48"	EACH		20	
20	Hazardous Stump Removal – Greater than 48"	EACH		10	
21	Supply & Place Backfill Material as Required for Stump Removal and Rut Replacement (anticipated that County crews will do this work)	CY		0	
22	White Goods	each		100	
	END OF LINE ITEMS				

Attachment 2 REFERENCES

Provide Three References for which the firm has performed services within the past five (5) years that are similar to the requirements in the Scope of Services. Client References for prime and subcontractors other than those appearing below may be checked as well. Additional sheet or alternate form may be used.

Client Name	Contact Name/Phone/Email	Description of Project

Attachment 3 SUBCONTRACTOR LIST

List any subcontractors here. Use an additional page or form if necessary.

Attachment 4 200.321 Affirmative Steps

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS §200.321

The County is required to take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. If contractor use subcontractors, they are required to take the following affirmative steps:

- Placing qualified enterprises on solicitation lists
- Assuring that enterprises are solicited whenever they are potential sources
- Dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by enterprises
- Establishing delivery schedules, where the requirement permits, which encourage participation by enterprises
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

SIGNATURE	
Name of Signer	
Title/Position	
Date	

**Attachment 5 CONFLICT/NON-CONFLICT OF INTEREST
STATEMENT**

CHECK ONE

To the best of our knowledge the undersigned proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

SIGNATURE	
Name of Signer	
Title/Position	
Date	

Failure to check the appropriate blocks above may result in disqualification of your proposal.

**Attachment 6: CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION**

Neither the entity or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

SIGNATURE	
Name of Signer	
Title/Position	
Date	

Attachment 7: DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned vendor hereby certifies that:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace; the business's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the drug-free workplace statement.
4. In the statement specified in drug-free workplace statement, notify the employees that as a condition of working on the commodities or contractual services that are under bid the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

SIGNATURE	
Name of Signer	
Title/Position	
Date	

Attachment 8 CERTIFICATION REGARDING LOBBYING

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

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

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

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

SIGNATURE	
Name of Signer	
Title/Position	
Date	

Attachment 9: Proof of Performance Bonding Ability

Please provide proof of bonding ability on this or additional form (minimum of the total price proposal or \$10,000,000.00 whichever is lower)

Attachment 10: Bid Bond

Please provide Bid Bond on this or additional form (minimum \$2,000,000)