



REQUEST FOR PROPOSAL

DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

ISSUING AGENCY

WHITE CO BOARD OF COMMISSIONERS
1235 HELEN HIGHWAY
CLEVELAND GA 30528
PHONE: 706-865-2235
FAX: 706-865-1324

ISSUING DATE

TUESDAY, SEPTEMBER 3, 2024

**RFP CLOSING DATE
RFP CLOSING TIME**

**FRIDAY, SEPTEMBER 27, 2024
2:00PM EST**

PROJECT NUMBER

2024-WCEMA-001

REQUEST FOR PROPOSAL

The White County Board of Commissioners is issuing this Request for Proposals (RFP) to seek professional services from qualified contractors for Disaster Debris Removal and Disposal Services. It is the intent of this solicitation to establish a three-year contract with two vendors, a primary and a secondary vendor, with the contract expected to go into effect on November 1, 2024, and extend through October 31, 2027. This pre-event contract would result in no immediate cost to White County, Georgia.

This solicitation by the White County Board of Commissioners will result in the selection of two (2) experienced firms to remove and lawfully dispose of disaster-generated debris (other than household and recyclable garbage) from public property and public rights-of-way, and to set up and operate Temporary Debris Staging and Reduction Sites (TDSRS) in White County, Georgia, immediately after a disaster. The pre-event contract will extend to any or all municipalities within White County that wish to participate at the time of activation.

Sealed proposals will be received by White County Board of Commissioners Finance Department, 1235 Helen Highway, Cleveland, Georgia 30528, until 2:00pm, Eastern Standard Time, on Friday, September, 27, 2024. Late proposals will not be considered nor returned.

The proposal documents and specifications are available for inspection at the White County Board of Commissioners, 1235 Helen Highway, Cleveland, Georgia 30528, and on the county website at whitecountyga.gov under Bids and RFPs.

Proposals may not be withdrawn for sixty (60) days after the time and date set for closing, except as allowed by the OCGA. White County reserves the right to reject any and all proposals and to waive any technicalities.

SOLICITATION DESCRIPTION

The White County Board of Commissioners is seeking proposals from qualified contractors to provide professional Disaster Debris Removal and Disposal Services under a pre-event contract. **This Request for Proposals (RFP) aims to establish a three-year agreement, effective from November 1, 2024, through October 31, 2027, with two vendors: one primary and one secondary. This contract is designed to ensure rapid and efficient debris removal and disposal services immediately following a disaster within White County, Georgia.**

The selected contractors will be responsible for removing and lawfully disposing of disaster-generated debris, excluding household and recyclable garbage, from public property and public rights-of-way. Additionally, the contractors will be tasked with setting up and operating Temporary Debris Staging and Reduction Sites (TDSRS) within White County. This contract will also be available to any municipality within White County that elects to participate upon activation. Importantly, this pre-event agreement will result in no immediate cost to White County. The requested specifications for the proposal are attached and part of this proposal request package.

1.0 INTRODUCTION

1.1 Purpose of Procurement

This Request for Proposals (RFP) aims to establish a three-year pre-event agreement, effective from November 1, 2024, through October 31, 2027, with two vendors: one primary and one secondary. The contract is designed to ensure rapid and efficient debris removal and disposal services immediately following a disaster within White County, Georgia. The selected vendors will be responsible for removing and lawfully disposing of disaster-generated debris (excluding household and recyclable garbage) from public property and public rights-of-way. Additionally, the contractors will set up and operate Temporary Debris Staging and Reduction Sites (TDSRS) within White County. This contract will extend to any or all municipalities within White County that wish to participate at the time of activation.

1.2 Schedule of Events

This Request for Proposal shall be governed by the following schedule:

Tuesday, September 3, 2024	Issuance of Request of Proposal
Sunday, September 15, 2024 5:00pm EST	Deadline for written questions
Tuesday September 17, 2024 5:00pm EST	Answers for written questions (Addendum)
Friday, September 27, 2024 2:00pm EST	Proposal Due
Monday, September 30, 2024 2:00pm EST	Proposal Opening and Evaluation

1.3 Restrictions on Communications

From the issue date of this Request for Proposal until a contractor is selected and the award is announced, Contractors are not allowed to communicate **for any reason** with any County staff or elected officials except: 1) through the Director of Public Safety, who is listed at the contact person in the terms below, 2) through the Finance Director or 3) as provided by existing work agreement(s). The County reserves the right to reject the submittal of any bidder violating this provision.

1.4 Pre-Bid Meeting

There is no required Pre-Bid Meeting for this solicitation.

1.5 Questions & Addenda (Answers)

All questions concerning this proposal **must be submitted in writing** (email is preferred but mail may be used) to the Public Safety Director no later than **Sunday, September 15, 2024, 5:00pm EST**.

The Inquiries must be directed to: **David Murphy, Director of Public Safety**
1241 Helen Highway, Ste 100, Cleveland, GA 30528
Phone: 706-865-9500
Email: dmurphy@whitecountyga.gov

Any and all emails concerning this solicitation should include the County issued project number and “Debris Removal” i.e. **“Project # 2024-WCEMA-001 RFP (Debris Removal) Question”**

No response to inquiries other than written will be binding upon the County. White County reserves the right to issue written addenda to any inquiries that alter the scope of the Request for Proposal. Addenda shall be posted to the county website, www.whitecountyga.gov under the Bids & RFPs tab no later than **Tuesday, September 17, 2024, 5:00pm EST**. A signed copy of any addenda shall accompany submitted bids. Bidders are advised to check the website for addenda before submitting their bids.

1.6 Bonds

Bid Bonds	Not required
Performance and Payment Bonds	Not required

1.7 Submission of Bids

One (1) original of the complete signed submittal and three (3) copies must be received no later than **Tuesday, September 27, 2024, 2:00pm, EST**. Bids must be submitted in a sealed envelope stating on the outside, the vendor’s name, address and **“2024-WCEMA-001”** to:

Misti Lane, Finance Assistant
White County Board of Commissioners
1235 Helen Highway, Cleveland, GA 30528

- a. A checklist of items to be included in a successful contractor’s request for proposal is included in section **5.0 Proposal Response Requirements**.
- b. **Proposals submitted by fax or electronic mail (email) will NOT be accepted.**
- c. Hand delivered proposals may be delivered to the above stated address between the hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by the White County Government. For a complete listing of holidays please visit www.whitecountyga.gov.
- d. Contractors are advised to allow adequate time for shipping. **Many express mail and delivery services do not guarantee overnight delivery by 2:00pm to White County.** Any bid received after **2:00pm on September 27, 2024**, will not be opened.

1.8 Opening of Proposals

Proposals in response to this Request for Proposals (RFP) will be publicly opened at the specified date, time, and location listed below. During the opening, only the names of the firms and their proposed pricing will be read aloud. The full proposals will be subject to a thorough evaluation review to ensure accuracy and compliance with the RFP requirements.

Proposal Opening and Evaluation Monday, September 30, 2024 | 2:00pm EST
White County Board of Commissioners
Conference Room
1235 Helen Highway, Cleveland, GA 30528

1.9 Withdrawal of Bid Due to Errors

Contractors shall have up to forty-eight (48) hours to notify the White County Finance Director or Finance Assistant, in writing, of an obvious clerical error made in the calculation of bid in order to withdraw a proposal after opening. Proposals may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake. The contractor shall provide evidence that the proposal was submitted in good faith, and that the mistake was a clerical mistake as opposed to a judgment mistake. The contractor's original work papers shall be the sole acceptable evidence of error or mistake. If a bid is withdrawn under this provision, the lowest remaining responsive bid shall be deemed low bid.

No contractor who is permitted to withdraw a bid shall for compensation, supply any material or labor, perform any subcontract or other work agreement for the person, or firm to whom the contract is awarded.

Bid withdrawal is not automatically granted and will be allowed solely at White County's discretion.

1.10 Determination of Award

Any purchase order / contract awarded pursuant to this Request for Proposal shall be awarded to the lowest responsive and responsible contractor whose proposal meets the requirements and specifications set forth in this RFP. A "responsive bidder (contractor)" is a contractor who has submitted a proposal, which conforms in all material respects to the RFP. A "responsible bidder (contractor)" is a contractor who has the capacity in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. The White County Board of Commissioners reserves the right to determine which contractor should be awarded the project which deems to be in the best interest of the County.

2.0 GENERAL TERMS AND CONDITIONS

See Section 1.0 Introduction for submission requirements specific to this Request for Proposal.

2.1 RFP Amendments

The County reserves the right to amend this solicitation prior to the proposal due date. All addenda and additional information will be posted to the County website,

www.whitecountyga.gov. It is the Contractor's responsibility to check the website for addenda before submitting a proposal. A signed copy of any and all addenda is to be included with the original proposal submission.

2.2 Proposal Withdrawal

A submitted proposal may be withdrawn prior to the due date by a signed written request to the Finance Director or Finance Assistant.

2.3 Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the contractor. The County will not provide reimbursement for such costs.

2.4 Conflict of Interest

If a contractor has any existing client relationship that involves White County, the contractor must disclose each relationship.

2.5 Contractor Selection

White County reserves the exclusive right to determine which contractor should be awarded the project. The County also reserves the right to reject any or all bids at its discretion with or without cause.

2.6 Negotiations with Apparent Winner

Prior to awards, the apparent winning contractor will be required to enter into discussions with the County to resolve any contractual differences. These discussions are to be finalized within one (1) week of notification unless extending the time period is advantageous to the County. Failure to resolve differences will lead to rejection of the contractor's proposal.

The County reserves the right to negotiate modifications and costs with the successful Contractor provided that no such modifications affect the evaluation criteria set forth herein.

The Contractor shall commence work only after the transmittal of a fully executed contract and Notice to Proceed from the County.

2.7 Taxes

White County is exempt from taxes; however, the Contractor shall pay all taxes required of him by law. White County cannot exempt others from tax.

2.8 Bid/Proposal Bonds, Payment Bonds, Performance Bonds (if required)

NOT APPLICABLE FOR PROJECT # 2024-WCEMA-001

2.9 Compliance with Laws

The Contractor will comply with all State and Federal laws, rules, and regulations.

2.10 Cancellation

White County reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the successful contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to White County. White County shall pay for services rendered up to the point of termination. Notwithstanding anything to the contrary contained in the contract between the County and the successful contractor, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful contractor.

If the termination clause is used by the County, the successful contractor will be paid by the County for all scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

2.11 Rejection of Submissions/Cancellation of Proposals

White County reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of White County. It is also within the rights of White County to reject proposals that do not contain all elements and information requested in this document. White County reserves the right to cancel this Request for Proposal at any time. White County will not be liable for any cost/losses incurred by the Contractors throughout this process.

2.12 Non-discrimination

White County does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.

By submitting their bids, all bidders certify to White County and any municipality therein, that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended and comply with Form FHWA-1273, Required Contract Provisions Federal-Aid Construction Contracts.

In every contract of over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

2.13 Payment

Contractor shall itemize all invoices in full. The original of the invoice shall be mailed to:

**White County Board of Commissioners
Attn: Accounts Payable
1235 Helen Highway
Cleveland, GA 30528**

Payment terms are NET 30 Days. White County and Municipalities therein are exempt from all Federal, State, local and excise taxes. Invoices are to be mailed to the appropriate government agency (County or Municipality) which activated the contract within the County.

Each invoice must include the following information:

1. Date of Invoice
2. Service Performed
3. Billing Period
4. Terms
5. All billable items must be itemized
6. Appropriate Unit of Measure

Contractor must furnish documentation identifying that this work has been completed in accordance with specifications, quantities, and price as set forth in the contract.

Invoices missing any of the information listed above will not be accepted for payment but will be returned to the Contractor for correction.

2.14 Insurance

The Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this project.

The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall, during the continuance of all work under the Contract, provide the following:

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$1,000,000.00 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be herein after enacted.
2. The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Contractor, its sub-contractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. The Contractor agrees to maintain Automobile Liability Insurance in an amount of not less than \$500,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
4. The Contractor further agrees to protect, defend, indemnify, and hold harmless White County, its commissioners, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this Bid.
5. The Contractor shall notify the County, in writing, sixty (60) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the County.
6. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of

current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination.

7. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons under its direct employment and of the sub-Contractors and any persons employed by the sub-Contractor.
8. The Contractor and all sub-Contractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.
9. If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the County may be considered. The Contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

A "Certificate of Insurance" showing White County Board of Commissioners as the Certificate Holder must be provided prior and incorporated as part of the award contract.

2.15 County Point of Contact

Contractors can contact David Murphy, White County Director of Public Safety at the below contact information for any questions that are wished to be addressed in addenda. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the vendor's submittal. Refer to section 1.5 for criteria and procedure to question and answers.

Vendors may not contact any elected official or other county employee to discuss the bid process or bid opportunities except: 1.) through the Public Safety Director named herein, or 2.) as provided by existing work agreement(s). This policy shall be strictly enforced, and the County reserves the right to reject the submittal of any vendor violating this provision.

White County Emergency Management Agency Point of Contact:

David Murphy, Director of Public Safety
1241 Helen Highway, Ste 100, Cleveland, GA 30528
Phone: 706-865-9500
Email: dmurphy@whitecountyga.gov

2.16 Accuracy of Work

The Contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the Contractor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor or latent defects in the products sold by the Contractor.

At any time during the execution of this contract or during any phase of work performed by others based on data secured by the Contractor under this Agreement, the Contractor shall confer with the County for the purpose of interpreting the information supplied by the Contractor and to correct any errors or omissions. The above consultations, clarifications, and/or corrections shall be made without added compensation to the Contractor. The Contractor shall give immediate attention to these changes so there will be minimum delay to others. The Contractor shall be responsible for errors and omissions and save harmless the County and its agents as provided in this Agreement.

2.17 Ownership

Reports, plans, data, statistics, specifications, and other supporting records compiled or prepared in the performance of the Services required by this Contract, shall be the absolute property of the County and shall not be used by the Contractor for purposes unrelated to this Contract without the prior written approval of the County. Such original documents shall be turned over to the County upon completion of the contract except that Contractor shall have the right to retain copies of the same.

2.18 News Releases by Contractor

As a matter of policy, the County does not endorse the products or services of a Contractor. News releases concerning any resultant contract from this solicitation shall not be made by a Contractor without the prior written approval of the County. All proposed news releases shall be routed to the White County Clerk for review and approval.

2.19 Severability/Cancellation

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

The County and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be White County, Georgia.

2.20 Drug Free Workplace

By submission of a Proposal, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
2. Each Contractor who hires a sub-Contractor to work in a drug-free work place shall secure from that sub-Contractor the following written certification:
3. As part of the subcontracting agreement with (Contractor's name), (Sub Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the sub Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".
4. The Contractor further certifies that he 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.

2.21 Assignment of Contractual Rights

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this bid or his right, title, or interest in or to the same, or any part thereof, without written consent of the County.

2.22 Indemnity

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold White County harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

2.23 Non-Collusive Bidding

By submitting a response to this Invitation to Bid or Request for Proposal (RFP), the vendor, contractor, or bidder represents and warrants that such proposal or bid is genuine and not a sham or collusive, or made in the interest or on behalf of any person not therein named. The vendor, contractor, or bidder further represents and warrants that they have not directly or indirectly induced or solicited any other vendor, contractor, or bidder to submit a sham proposal or bid, or any other person, firm, or corporation to refrain from submitting. Additionally, the vendor, contractor, or bidder affirms that they have not sought by collusion to secure any advantage over any other vendor, contractor, or bidder. Furthermore, by submitting a proposal or bid, the vendor, contractor, or bidder confirms that no official or employee of White County Government or any municipalities within White County has, in any manner, an interest, directly or indirectly, in the proposal or bid, the contract that may result from it, or any expected profits arising therefrom.

2.24 Open Records

All materials submitted in connection with this RFP will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of White County or its municipalities. All such materials shall remain the property of White County and will not be returned to the respondent.

2.25 Georgia Security and Immigration Compliance

To comply with the State of Georgia's Security and Immigration Compliance Act, all contractors must comply with regulations by completing the provided affidavits relative to the Compliance Act. All applicable affidavits have been included with this Invitation to Bid and must be signed and provided with the Bid submission.

2.26 Appropriation of Funds

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the County's obligations under said contract(s).

2.27 Documents Deemed Part of Contract

Unless otherwise modified by the Contract, White County's Invitation to Bid or Request for Proposal and any addendums issued thereto, and the Project Manual containing Specifications and Special Provisions shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated.

3.0 SCOPE OF WORK

3.1 Purpose

White County Board of Commissioners is issuing this Request for Proposals (RFP) to seek the professional services from qualified contractors for Disaster Debris Removal and Disposal Services. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to White County, Georgia or any municipalities therein. This solicitation by White County Board of Commissioners will result in the selection of two (2) experienced firms to remove and lawfully dispose of disaster-generated debris (other than household and recyclable garbage) from public property and public rights-of-way, and to setup and operate Temporary Debris Staging and Reduction Sites (TDSRS) in White County, Georgia immediately after a disaster. The pre-event contract will extend to any or all municipalities within White County that wish to participate at time of activation.

This RFP may be used as a means of pre-qualifying potential suppliers.

3.2 Contract Period

Contract for these services will be from **November 1, 2024 to October 31, 2027**. Prices must remain as bid for the term of the contract. This contract is eligible for two (2) additional 36-month contract periods after the initial contract term. This contract may be terminated by either party with written notice no less than 180 days before the renewal date. Any price increase must be made known to the White County EMA Director (Public Safety Director) no less than 180 days in advance of the renewal date.

3.3 Project Scope

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced contractor who is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. The awarded contractors must be capable of assembling, directing, and managing a work force that can complete the debris management operations in a maximum of 120 days.

It is also the intent to secure the services of a second similarly experienced firm to supplement the first firm. This contractor will supplement debris removal and disposal, if in the opinion of the County or a municipality, the workload is such that the work will not be sufficiently completed in the time period specified. This work is coordinated through the County or municipality and the Debris Management Team. Federal Emergency Management Agency (FEMA) Debris Management Guide may be used for guidance in preparing a response to this RFP.

This guide may be accessed at <https://www.fema.gov/media-library/assets/documents/25649>

Definitions

- a. Contractor – The successful proposed Debris Management Team – The team staffed by the County, and the Contractor.
- b. Debris – Scattered items and materials broken, destroyed, or displaced by a disaster. Example: trees, construction and demolition material, personal property.
- c. FEMA – Federal Emergency Management Agency
- d. FHWA – Federal Highway Administration
- e. TDSRS – Temporary Debris Staging and Reduction Sites

3.4 Initiating Contract When a Major Disaster Occurs or is Imminent

When a major disaster occurs or is imminent, the County or municipality will contact the firm(s) holding Debris Removal and Disposal Contracts to advise them of the intent to activate the contracts. Debris removal will generally be limited to debris in, upon, or brought to public streets and roads, rights-of-way, municipal properties and facilities, and other public sites.

In preparation for an imminent disaster or tornado strike, contractor crews may be asked to stage outside the strike area. In this case, contractors are to provide the emergency push into the County.

The County or municipality, upon contacting the contractor will issue a purchase order and work task assignment. The issuance of the purchase order will allow the contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The contractor will also begin coordination with County Emergency Management personnel. This may include staffing or preparing reports for the Emergency Operation Center.

The contractor shall have a maximum of 24 hours from notification by the County or municipality to mobilize and begin their response. Failure to mobilize in the allowed time may result in a penalty.

The Contractor will be responsible for determining the method and manner of debris removal and lawful disposal operations. Disposal of debris will be at the County's or the contractor's approved temporary debris management sites or landfill sites. The Contractor will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all debris management sites.

3.5 Household Hazardous Waste

Household Hazardous Waste (HHW) encountered by the debris removal CONTRACTOR is to be set aside. HHW disposal will be the responsibility of the resident. The County or municipality will designate HHW drop-off locations.

The following items are considered HHW for the purpose of this contract:

- a. Used Oil
- b. Batteries
- c. Paint
- d. Aerosol spray cans
- e. Pesticides
- f. Antifreeze
- g. Fluorescent light bulbs
- h. Propane tanks (household size)

The Contractor will setup a lined containment area and separate any HHW inadvertently delivered to a debris management site. The Contractor is responsible for the removal and disposal of this hazardous material. Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor. The Hazardous Materials Removal and Disposal Contractor may be the Contractor, if qualified, or a qualified Sub-Contractor.

Recyclable garbage will be collected by the County, municipality, or commercial waste haulers and is not to be collected or transported by Contractor forces unless the garbage is a part of a mixed waste stream including debris from the disaster.

3.6 Dead Animals

The Contractor shall be responsible for removal and disposal of all dead animals. White County Animal Control cannot accept dead animals.

3.7 Relationship between Debris Management Team and the Debris Removal Contractor

The County Debris Management Team and/or White County, Georgia Staff provide inspection, engineering and administrative services as needed to meet the requirements for FEMA reimbursement. The interaction between the Contractor and the Team is crucial to the success of the recovery operation. Prior to the beginning of the 2019 storm season the successful contractor(s) will meet with the County and the Debris Management Team.

3.8 Potential Scenarios

3.8.1 Event Type 1: Spot Jobs – Localized

In this scenario, the contractor may be called upon only to provide removal, hauling, and/or reduction by chain saw of localized woody debris. The work will most likely be assisting government resources. Much of this work will be awarded by personnel and equipment rates or in combination thereof with an individual job total. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

3.8.2 Event Type 2: Small Event – Widespread or County Wide

In this event, the contractor may provide all necessary supervision, labor, and all equipment to clear, remove; haul, recycle, and/or dispose of all types of debris with its own resources except that government land may be provided for temporary storage. Any government land provided shall be reclaimed at the conclusion of the work as described in section 2.3. The quantity shall not be so significant as to require specialized reduction in volume such as by burning. Any debris waste (anything not recyclable) can be disposed of at the designated County Resource Recovery Site either by burning or land filling. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

3.8.3 Event Type 3: Significant Event – Removal, Reduction, Hauling – Woody Debris Only – Widespread or White County, Georgia Wide

In this event the contractor may provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch) and haul woody debris to a disposal site designated, managed, and operated by a government agency or contractor. This event type may require the development and operation of TDSRS. Any government land provided shall be reclaimed at the conclusion of the work as described in section 2.3. Contractors shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

3.8.4 Event Type 4: Significant Event – Removal, Reduction, Hauling and Separating – Mixed Debris – Widespread or White County, Georgia Wide

In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch woody; recycle other) and haul mixed debris to a recycling and disposal site(s) designated, managed, and operated by a government agency or contractor. This event type may require the development and operation of TDSRS.

Contractors shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. Contractors shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. Any government land provided shall be reclaimed at the conclusion of the work as described in section 3.0. Contractors shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

3.8.5 Event Type 5: Catastrophic Event – Removal, Reduction, Hauling and Separating – Mixed Debris – White County, Georgia Wide

In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce, recycle and haul mixed debris to multiple disposal sites designated, managed, and operated by government agencies. Any government land provided shall be reclaimed at the conclusion of the work as described in section 3.0.

Contractors shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. This event type requires the development and operation of TDSRS.

3.8.6 Event Type 6: Catastrophic Event – Site Management – White County, Georgia Wide

In this event the contractor will be tasked to plan, set up, mobilize equipment, manage, operate, and close out one or more mixed debris management sites countywide including burn operations. The contractor will be responsible for all necessary traffic control, weighing, measuring, reduction, recycling, and all other necessary operations for the operation of the site(s) through close out of the site(s). Permitting will be in the name of the government agency. Any government land provided shall be reclaimed at the conclusion of the work as described in section 3.0. Contractors shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

4.0 STATEMENT OF WORK

The qualified firm will develop and present the scope of services, meeting the County or Municipality needs. The work to be undertaken includes but is not limited to the following:

4.1 Debris Removal

- a. **Emergency Road Clearance** – Removal of debris from the primary transportation routes as directed by the County or Municipality. In this role the contractor will perform an emergency “PUSH” sufficient to allow emergency vehicles to traverse the roadway. The County or Municipality will determine route priorities for this push. Additionally, in preparation for an imminent hurricane strike, contractor crews may be asked to stage outside the strike area. In this case, contractors are to provide the emergency push into White County, Georgia. The County or Municipality will designate roadway priorities for this push.
- b. **Debris Removal from Public Property** – Removal of debris from public rights-of-way. Removal of debris beyond public rights-of-way as necessary to abate imminent and/or significant threats to the public health and safety of the community. These areas may include vacant public lands, operational facilities, utility facilities and other land owned by the County or Municipality, it may be necessary to make several trips through a neighborhood as debris is moved to the ROW. In this case the loads will need to be documented separately, per the instructions of the County and the Debris Management Team.
- c. **Debris Removal from Private Property** – Should an imminent threat to life, safety, and health to the general public be present on private property, the Contractor, as directed by the County or Municipality, will accomplish the removal of debris from private property.
- d. **White Goods** – The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in the Administrative Code. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and local laws.
- e. **Hazardous Tree Stumps** – The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the County or Municipality. Stumps shall be hauled to TDSRS where they shall be inspected and categorized by size.
- f. **Fill Dirt** – The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the County or Municipality.

4.2 Debris Processing

- a. **Temporary Debris Staging and Reduction Site (TDSRS)** – The Debris Management Team will determine the minimum number of sites required for each storm event. The County will designate debris management sites. The contractor and the County will jointly select these sites, at the beginning of the storm season. Preparation, maintenance and operation of these TDSRS facilities are entirely the Contractor’s responsibility. The Contractor may also lease/own, prepare and maintain additional TDSRS facilities to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. The contractor will be responsible for obtaining any required permits, which shall be paid at cost by the County or Municipality. At the County’s discretion, owned rights of way or other entity owned property could be provided for temporary storage of debris.
- b. **TDSRS Debris Removal Operations Plan and Environmental Protection Plan** – This plan is to address site setup, pre-use activities, post use activities and operational activities. The plans will also include pre and post video and other checklists to assure proper management of the site. Once the debris management site is selected for use, the CONTRACTOR will provide a Site Management Plan.

Original and five (5) copies of the plan are required. The plan shall be drawn to a scale of 1” = 50’ and address following functions:

- i. Access to site
- ii. Site preparation – clearing, erosion control, and grading
- iii. Traffic control procedures
- iv. Safety
- v. Segregation of debris
- vi. Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower
- vii. Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures.
- viii. Location of existing structures or sensitive areas requiring protection

- ix. Restoration of Site
- c. All debris shall be processed in accordance with local, State and Federal law, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved by the County. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.
- d. **Generated Hazardous Waste Abatement** – Abatement of hazardous waste identified by the County or Municipality in accordance with all applicable Federal, State, and local laws, standards and regulations.
- e. **Debris Disposal** – Disposal of all eligible 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. The Contractor shall be responsible for paying all landfill-tipping fees and provide all required documentation to the Debris Management Consultant needed to receive eligible reimbursement through FEMA and (FHWA) for such fees.
- f. Assist Debris Management Team in the following:
 - i. Monitoring multiple contractors and multiple trucks delivering materials to the TDSRS.
 - ii. Verify that each truck that delivers to the TDSRS matches its manifest ticket – truck and maximum capacity.
 - iii. Make sure truck is properly covered when arriving at the TDSRS.
 - iv. Review trucks manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket, and completely empty on departure.
 - v. Maintain manifest tickets in an organized manner for proper record review and storage.
 - vi. Initial load tickets before permitting truck to leave the TDSRS check-in area to empty its load.
 - vii. Document location of origin of debris
 - viii. Troubleshoot questions and problems at the TDSRS and identify issues that could impact eligibility for cost reimbursements.
 - ix. Remain in contact with the central office/staging operation command center.

- x. Perform other duties as directed by White County, Georgia and/or Municipalities personnel, e.g. conduct final inspections and issue closeout reports.

4.3 Debris Processing

- a. **Documentation and Inspections** – Storm debris shall be subject to inspection by the County and their Debris Management Team. Inspections will be to ensure compliance with the contract and applicable local, State and Federal laws. The Contractor will, at all times, provide the County access to all work sites and disposal areas. The Contractor, the County and Debris Management Team will have in place at the TDSRS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS. The Debris Management Team will coordinate data recordation and information management systems, including but not limited to:
 - i. Prepare detailed estimates and submit to FDEM, FHWA and FEMA for use in Project Worksheet preparation.
 - ii. Implement and maintain a disaster debris management system linking load ticket and TDSRS information, including reconciliation and photographic documentation processes.
 - iii. Provide daily, weekly or other periodic reports for White County, Georgia, and/or Municipal managers and the Debris Management Team, noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.

The Contractor shall provide all requested information to the Debris Management Team that is necessary for proper documentation. White County, Georgia or Municipal employees shall review all documentation prior to submittal. The Contractor will work closely with the FDEM, FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies. The Debris Management Team will coordinate this work. Discrepancies in what is required of the Contractor must immediately be brought to the attention of the Debris Management Team.

- b. **Documentation and Recovery Process** – The Contractor will provide the following assistance in addition to debris removal:
 - i. Recovery process documentation – create recovery process documentation plan
 - ii. Maintain documentation of recovery process
 - iii. Provide written and oral status reports as requested to the County Debris Management Team.

- iv. Review documentation for accuracy and quantity
 - v. Assist in preparation of claim documentation.
- c. **TDSRS Site Reclamation** – Site reclamation shall be accomplished in accordance with all Federal, State and local laws, standards and regulations. Site reclamations shall be accomplished in accordance with the Contractor’s Debris Removal Operations Plan and Environmental Protection Plan.

4.4 Work Areas

- a. **Work Areas** – The County and or Municipalities will establish and approve all areas that the Contractor will be allowed to work. These include Right of Way, public land and TDSRS. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. Fill dirt and grading may be required to achieve the desired condition.
- b. **Working Hours** – All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the TDSRS will be allowed during visible daylight hours only between dawn and dusk. The Contractor may work during these hours, seven (7) days per week including holidays. It is understood between the parties that at the TDSRS, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the Contractor deems it necessary to meet the work demand, subject to County or Municipal approval. This approval shall consider safety and impacts to surrounding land uses such as occupied residential areas. The Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.
- c. **Priority of Work Areas** – The County or Municipality will establish and approve all areas that the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. There will be certain debris (not identified in scope of work or federal regulation) that is not picked up by equipment, machinery and general laborers used by the Contractor. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the County or Municipality.
- d. **Safety** – The Contractor shall have at least one Safety Officer on duty at all times. The safety officer shall be familiar with and properly trained to perform the assigned Safety Officer duties. Training shall include, but not limited to, certification in the Department of Transportation Maintenance of Traffic Standards. All work zones shall conform to Standards and all work sites/conditions shall conform to all applicable Federal, State and local safety standards.

5.0 PROPOSAL RESPONSE REQUIREMENT

- a. A prospective service provider's response to this RFP should include the following information at a minimum. Please note that the proposal should address the requirements in a clear and concise manner in the order stated herein.

Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County.

- b. The County reserves the right to seek additional/supplemental representation on specific issues as needed.
- c. Respondents shall construct their proposal in the following format and a tab must separate each section.

PROPOSAL CHECKLIST

In a sealed envelope, provide **an ORIGINAL, so identified and three (3) complete copies** of your qualification proposal for services defined herein for the term of the contract.

5.1 TAB 1 – Executive Summary

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the Contractor, their title(s), address(es), emails and telephone and fax number(s). The summary must be limited to a maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

5.2 TAB 2 – Experience and Ability and Additional Proposal Requirements

This RFP is for Emergency Debris Clearance (Push), Debris Removal, Temporary Debris Staging and Reduction Site Management, and Tree and Limb Removal. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency(s) requirements to maintain a safe working environment. White County and/or any Municipality therein has the right to increase or decrease the Contractor's assignment and/or areas of operation within the scope of this contract. Due to the diversity of damage caused by natural or manmade disasters White County and its' Municipalities reserve the right to negotiate pricing with the Contractor at the time of the event for all unforeseen debris removal and disaster related activities.

The Contractor will be required to conduct annual planning and training activities with White County and any participating municipality therein, throughout the term of the agreement. This planning and training shall include, at a minimum, preliminary TDSR site selections, review and update debris collection zone maps, review and update of primary road clearance routes, local subcontractor coordination, and items such as hazardous waste handling, beach and shoreline restoration, and current Federal, State and Local guidelines and regulations. The cost for this planning and training shall be included in the unit cost for each activity and be at no additional cost to White County or any Municipality.

The proposal should outline the ability to provide expert guidance with the current Federal, State and Local guidelines and regulations as they relate to disaster generated debris.

This RFP contains a detailed set of specifications for each category of work. The proposal should provide a detailed outline of how work will be accomplished.

At a minimum the proposal should include the following information:

- i. Organizational Chart
- ii. Information describing company's technical and construction capabilities
- iii. Financial resources /Bond rating
- iv. Training and experience (list all certifications)
- v. Equipment resources (company versus sub-contractor owned)
- vi. List of sub-contractors
- vii. Past performance on contracts and other accomplishments
- viii. References from past clients
- ix. Listing of all existing disaster related pre-event contracts
- x. Capacity and Plan for mobilization
- xi. Local participation in the Contractor's plan (provide a sub-contracting plan)
- xii. Sample of sub-contracting contracts
- xiii. Public announcements/notices, including specific date on proposed venues.
- xiv. Ability to track and record all work for invoices and auditing purposes

- xv. Other unique services your company can provide
- xvi. Construction drawings for temporary inspection towers
- xvii. Cost for services
- xviii. Provide a management plan for each category of work describing what actions will be taken for a disaster generating debris in the amount shown below. The plan should include items such as; number and locations of TDSR sites, minimum size, type and numbers of hauling equipment, management and supervision staff, and the methodology for scheduling and routing the removal of debris:

Include any pertinent information needed to determine the contractor's experience and ability to perform the anticipated work.

The contractor shall supply sufficient documentation that they are well versed in all aspects of FEMA documentation, reimbursement and project management as well as demolition and debris removal work.

The proposal will address the Contractors ability to mobilize including what is anticipated for a maximum time to mobilize.

5.3 TAB 3 – Past Performance

The Contractor shall include a list of major debris removal projects completed within the past five years. Major debris removal projects completed beyond the five years may also be presented. Include any pertinent information needed to determine the contractors past performance.

The proposal will address how the contractor has previously handled disposal of hazardous materials, construction material and white goods.

The proposal will address how the contractor has previously managed tracking the source location, debris type, source and documentation to debris manager and FEMA.

The proposal will address how the contractor was previously deployed and their response times for deployment. Include the resources used and available for these past recovery projects.

For each of the above items the contractor shall include details of the project such as: the public agency, their contact, FEMA contacts, all pertinent phone numbers and dollar amounts. The contractor should provide information necessary to investigate the work with the public agency.

The contractor shall provide at least three (3) references for contracts of a similar size and scope, (if available) including at least two references for current contracts or those awarded during the past five years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. Also provide a description of any conflicts occurring over the last five years with these or any other contract for similar work.

5.4 TAB 4 – Understanding of Project Requirements

The contractor shall provide their interpretation of what is required to meet the needs of the County. The contractor will use this document, their knowledge and experience to develop their understanding of this project. The contractor is urged to develop scenarios or examples to fully explain their position. Contractor must include a copy of a current certificate of insurance naming White County including any Municipalities therein, along with a copy of their current business license with any of the Cities within White County, failure to do so will result in rejection of proposal.

The contractor shall provide all labor, equipment, machines and tools necessary to load and haul eligible disaster-generated debris. Equipment should be in good working condition, and if equipment becomes inoperable, it shall be repaired within 8 hours or replaced with similar equipment within 1 day. White County and its' Municipalities prefer the use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas throughout White County and its' Municipalities.

The work shall consist of removing any and all “eligible” debris, primarily from the public Right-Of-Way (ROW) of streets and roads, as directed by White County or Municipality. Work will include:

- i. Examining debris to determine whether or not the debris is eligible vegetative, construction and demolition or other debris,
- ii. Loading the debris,
- iii. Hauling the debris to an approved dumpsite or landfill, and
- iv. Dumping the debris at the dumpsite or landfill. Ineligible debris will not be loaded, hauled, or dumped under this contract. Mixed loading of debris shall be kept to a minimum.

Debris removal shall include all eligible disaster related debris found on the ROW within the area designated by White County or Municipality. White County or a Municipality may specify any eligible debris within the ROW which should not be

removed, or which should be removed at a later time or by others. The Contractor shall make as many passes through the designated area as required by the County or Municipality. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut, by the Contractor, at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract without the approval of White County or the Municipality.

The contractor shall use only rubber-tired equipment in the performance of loading and hauling debris. The contractor shall not use equipment authorized for debris removal under this contract for private work during the working hours designated under this contract. Also, the contractor's personnel shall not solicit work from private citizens or others with manpower and equipment designated under this contract.

All debris shall be mechanically loaded and reasonably compacted. "Hand Loading" is not permitted under this contract without the approval of White County or any Municipality therein. The contractor will be responsible for repairing all damages as a result of negligence. The contractor shall be responsible for filling to grade with like material all surface damage, such as rutting and pavement damage, caused by the contractor's equipment during debris removal. The contractor shall repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, etc. caused by the contractor's equipment or personnel.

The contractor shall preserve and protect all existing structures, infrastructures, vegetation and etc. on or adjacent to the area of work. The contractor shall repair or replace with like materials all damaged mailboxes on the same day, which the damage occurred. The contractor shall contact the person(s) making claims regarding damages within 2 days of receiving said claim; information such as method of repair and timeline for completion shall be discussed. All damages shall be repaired no later than thirty (30) days after the completion of the debris removal. The contractor shall provide the County or Municipality with a weekly report outlining the status of all damage concerns. Liquidated damages shall be assessed at \$1,000.00 per calendar day for any time over the maximum allowable time established by the contract to make the necessary repairs.

Disaster-related debris shall be separated into clean vegetative, construction and demolition, white metal, hazardous waste, mixed and ineligible debris at the load sites. Hauling of mixed loads will require approval from the County or Municipality prior to loading. Ineligible debris shall be left in place, except those items directed by the County or Municipality.

All stump remnants which are fully disengaged from the ground shall be considered normal vegetative debris regardless of size. The contractor shall remove all disengaged stump remnants from the assigned load site area before moving to another work area unless approved by the County or Municipality.

5.5 TAB 5 – Approach and Method

The contractor shall provide a complete scenario for the various scopes of work and scenarios of different types of events. Each scenario will include how the work will be accomplished, the quality control, how FEMA requirements will be met. Include the operational processes for the debris reduction sites. The contractor should identify the resources they will mobilize for each scenario and state their commitment and timeframe to deploy these resources when called upon. The contractor shall provide the management processes anticipated to be used. It shall include how the interaction may take place between the White County, a Municipality, the Debris Management Team and the contractor. The Contractor shall provide weekly public notices of the debris removal schedule. The Contractor shall advertise these notices in the weekly additions of two (2) local newspapers and shall be of sufficient size to be easily seen by readers. The contractor shall also advertise these notices on two (2) local radio stations, which have markets in White County, Georgia. The radio announcements shall be aired a minimum of four (4) times daily during the period with peak listeners for a minimum of thirty (30) seconds each and be run a minimum of three (3) days per week. All public notices must be approved by the County or Municipality prior to release. The notices shall contain a description of the work, how debris should be placed on the right of way, what is eligible debris, and the schedule for removal.

5.6 TAB 6 – MBE Participation

Contractor shall identify qualified local and minority businesses that could work on this potential project. A plan for identifying and use of local and minority subcontractors shall be included in the proposal.

5.7 TAB 7 – White County, Georgia Documents

Complete and attach the forms contained in the attachments:

- i. Appendix A – Contractor Information
- ii. Appendix B – Contractor Certification and Statement of Non-collusion
- iii. Appendix C – Contractor Reference Form
- iv. Appendix D – E-Verify Affidavit
- v. Appendix E – Pricing Sheet

- vi. Appendix G – Subcontractors
- vii. Appendix H – Addenda Acknowledgement
- viii. Completed W-9

Additional Items

- ix. Copy of current business license
- x. Copy of professional licenses and certifications

5.8 TAB 8 – Price Proposal Form

The contractor shall complete the price proposal form as laid out. The contractor may not vary from the format.

6.0 ADDITIONAL ITEMS

6.1 Desired Proposals

- i. Qualified contractors will have at least three (3) years experience.
- ii. Qualified contractors will hold a current Georgia Contractor’s license as specified.

6.2 Selection Process

The County has structured a procurement process that seeks to obtain the desired results, while establishing a competitive process, to assure that each person is provided an equal opportunity to submit a technical proposal and a financial proposal in response to this RFP.

6.3 Evaluation of Bids

Proposals will be reviewed by the Review Committee for quality and completeness. These proposals will be reviewed for bidder’s:

- i. Knowledge of FEMA regulations and procedures
- ii. Operational Plan
- iii. Proposed price for work to be accomplished
- iv. Past performance record on work of similar nature, financial capabilities, corporate history and team organization
- v. Verification of availability of qualified personnel and equipment to perform the services
- vi. Interviews with references by the review committee

6.4 Presentations

The County may require oral and visual presentations from those firms that are ranked or short-listed. This may be done at the County's sole discretion when it feels presentations are essential as part of the evaluation process and are in the best interests in this matter. It is the intention of White County to short-list a minimum of three (3) firms and rank them according to the most qualified firm with a proposal and presentations that best suits the needs of White County.

6.5 Administration

The project will be administered for White County by the White County Board of Commissioners with the EMA Director or his designee being the main point of contact for all questions during preparation and execution of project. The White County Solid Waste, Planning and Public Works Department will be instrumental to the implementation of the program.

6.6 Procedures and Miscellaneous Items

1. All questions shall be submitted in writing (e-mail or facsimile is acceptable) and shall be communicated in the form of an addenda if the scope specifications are to be affected and posted on the County's website under: Bids/RFPs. All firms responding to this RFP should check the website before responding to this RFP.
2. All respondents to this RFP shall hold harmless the White County Board of Commissioners, all Municipalities within White County, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to submit proposals. The White County Board of Commissioners reserves the right to determine, in its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. The White County Board of Commissioners also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn, or the project canceled for any reason, the White County Board of Commissioners or Municipalities shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.
3. The RFP is subject to the provisions of the White County Purchasing Policy and any revisions thereto, which are hereby incorporated into this RFP in their entirety except as amended or superseded herein.
4. Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the qualification package. However, White County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.

5. In case of failure to deliver goods in accordance with the contract terms and conditions, White County and its' municipalities, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which White County or its' Municipalities may have.
6. By submitting a proposal package, the vendor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia.
7. Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. Then contractor shall comply with applicable federal, state, and local laws and regulations.
8. It is understood and agreed between the parties herein that White County and its' Municipalities shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

6.7 Final Selection

Following review of all qualified proposals, selection of suitable vendors, and preliminary contract negotiations, a recommendation will be made to the White County Board of Commissioners and the Municipalities by the project representative. Following Commission and any City approval, the County and Cities will complete contract negotiations.

The White County Board of Commissioners reserves the right to accept the response that is determined to be in the best interest of the County. The County reserves the right to reject any and or all proposals.

Every vendor submitting a proposal must complete the forms showing compliance with the GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OCGA §13-10-90. The forms are provided with this RFP package.



APPENDIX A – CONTRACTOR INFORMATION

*White County Emergency Management's
Disaster Debris Removal & Disposal Services*

Project# 2024-WCEMA-001

CONTRACTOR INFORMATION (Type or Print)

NAME AND MAILING ADDRESS (Where to send payment)

Name of Company

Name of Company

Address

Address

City, State, Zip

City, State, Zip

Phone Number

Phone Number

Email Address

Email Address

Tax ID Number or Social Security Number

Name and Title of Person Authorized to Sign

Name

Title

Signature

Contractor Primary Point of Contact

Contractor Secondary Point of Contact

Name

Name

Title

Title

Office Phone Number / Extension

Office Phone Number / Extension

Cell Phone Number

Cell Phone Number

Email Address

Email Address



APPENDIX B
CONTRACTOR CERTIFICATION
STATEMENT OF NON-COLLUSION

*White County Emergency Management's
Disaster Debris Removal & Disposal Services*

Project# 2024-WCEMA-001

I, the undersigned, certify that this Proposal is submitted without prior understanding, agreement or connection with any corporation, firm or person submitting a Proposal for the same goods/services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the contractor.

I certify that there has been no contact or communication by the proposer or the proposer's associates with any County or City staff, or elected officials since the date this RFP was issued except: 1) through the Director of Public Safety, who is listed at the contact person in the RFP, 2) through the Finance Director or 3) as provided by existing work agreement(s).

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

Company Name

Name and Title of Person Authorized to Sign

Name

Title

Signature

**Proposals not signed shall be declared as "Non-Responsive"
and may not be considered for the award.**



APPENDIX C – CONTRACTOR REFERENCE FORM

*White County Emergency Management's
Disaster Debris Removal & Disposal Services*

Project# 2024-WCEMA-001

All references must be from customers for whom your company has provided similar services as the specifications of this bid. *(Invalid contact information will result in default of references and may cause the bid to be disqualified.)*

COMPANY NAME: _____

1. Company: _____

Street Address: _____ City, State, Zip: _____

Contact Person Name: _____ Title: _____

Phone: _____ Email: _____

Describe Scope of Work and dates of project/service:

2. Company: _____

Street Address: _____ City, State, Zip: _____

Contact Person Name: _____ Title: _____

Phone: _____ Email: _____

Describe Scope of Work and dates of project/service:

3. Company: _____

Street Address: _____ City, State, Zip: _____

Contact Person Name: _____ Title: _____

Phone: _____ Email: _____

Describe Scope of Work and dates of project/service:



APPENDIX D – E-VERIFY AFFIDAVIT

*White County Emergency Management's
Disaster Debris Removal & Disposal Services*

Project# 2024-WCEMA-001

Georgia Security & Immigration Compliance (GSIC) Act **(CONTRACTOR) E-VERIFY AFFIDAVIT AND AGREEMENT**

White County Commissioner and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

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 contracting with the White County Commissioner has registered with and is participating in the federal work authorization program known as “E-Verify”, web address <https://e-verify.uscis.gov/enroll/> operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 [(IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91. The undersigned Contractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the White County Commissioner, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees the Contractor will advise the White County Commissioner of the hiring of a new subcontractor and will provide White County Commissioner with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Contractor also agrees to maintain all records of such compliance for inspection by White County Commissioner at any time and to provide a copy of each such verification to the White County Commissioner at the time the subcontractor(s) is retained to perform such services.

E-Verify Employment Eligibility Variation User Identification Number

Date of Authorization to Use Federal Work Authorization Program

Name of Contractor

Title of Authorized Officer or Agent of Contractor

Signature and Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20_____.

Notary Public

My Commission Expires

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the “EEV / Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA). Authority O.C.G.A. § 13-10-91. History: Original Rule entitled “Contractor Affidavit and Agreement” adopted F. May 25, 2007; eff. June 18, 2007, as specified by the Agency.



APPENDIX E – PRICING SHEET

*White County Emergency Management's
Disaster Debris Removal & Disposal Services*

Project# 2024-WCEMA-001

I, the undersigned, hereby certify that the attached pricing sheet, for the attached proposal is accurate and complete to the best of my knowledge. I am the authorized representative of the below stated business and affirm that all information in the estimate is true and correct.

By signing this, I acknowledge that the below stated business is committed to honoring the terms and conditions outlined in the attached pricing sheet. Furthermore, I certify that this price sheet is provided willingly and in good faith. I am aware of the legal implications of making false statements or misinterpretations in this document.

Name of Company

Authorized Representative (*print name*)

Signature

Date



APPENDIX F – PRICE PROPOSAL FORM

*White County Emergency Management's
Disaster Debris Removal & Disposal Services*

Project# 2024-WCEMA-001

NOTE: Respondents are to make no changes to the table below and are to fill it out completely. Values must be provided for all categories below or your response may be deemed non-responsive.

1. Rights-of-Way Vegetative Collection Rate

Vegetative debris collected from public or private right-of-way (ROW) and improved public lands, hauled to, and dumped at the debris management site(s). This includes the removal, collection, hauling, and disposal of all stumps less than 24 inches in diameter and any stumps not originating in the ROW (including stumps removed by third parties and placed in the ROW).

0-15 miles	\$
16-30 miles	\$
31-60 miles	\$

2. Public Right of Way Construction and Demolition Collection Rate

Construction and demolition debris collected from designated work zone, to, and dumped at the debris management site(s) or other designated location.

0-15 miles	\$
16-30 miles	\$
31-60 miles	\$

3. Cutting Partially Uprooted or Split Trees (Leaner’s)

Falling partially uprooted or split trees from the ROW or the portion of the ROW and placing the debris in the ROW for haul-off. Partially Uprooted Leaner (Price is inclusive of excavating the root ball and placing it in the ROW)

Diameter of tree at 2 feet from base

Less than 24 inches	\$
24-36 inches	\$
Greater than 36 inches	\$

Split Leaner (No exposed root ball) (Price is inclusive of flush cutting the tree trunk)

Diameter of tree at 2 feet from base

Less than 24 inches	\$
24-36 inches	\$
Greater than 36 inches	\$

Removal of Dangerous Hanging Limbs (Hangers)

Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROQ and placing the debris in the ROW for haul-off

Per Tree	\$
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4. Demolition and Collection Rate

Demolish identified structures in designated work zone. Remove C&D debris from designated work zone, hauled to, and dumped at a DM Site or other designated location.

Per Cubic Yard	\$
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5. Hazardous Stump Removal and Collection Rate

Removal and collection of stumps partially uprooted in the ROW. Stumps will be identified and certified in the ROW by the County, City or its representative. Stumps will be hauled to and dumped at a debris management site(s) or other designated location.

Diameter of Stump at 2 feet from base

24-36 inches -- per stump	\$
36-48 inches -- per stump	\$
Greater than 48 inches -- per stump	\$

6. Stump Removal and Collection Rate

Removal and collection of stumps brought the ROW. Stumps will be hauled to and dumped at a debris management site(s) or other designated location. According to FEMA guidelines for conversion of stumps to cubic yards.

Per Cubic Yard	\$
----------------	----

7. Backfill

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

Per Cubic Yard	\$
----------------	----

8. Reduction of vegetative debris via burning at debris management site(s) or other designated location.

Per Cubic Yard	\$
----------------	----

9. Reduction of vegetative debris via grinding at debris management site(s) or other designated location.

Per Cubic Yard	\$
----------------	----

10. Reduction of C&D debris at debris management site(s) or other designated location.

Per Cubic Yard	\$
----------------	----

11. Sand Collection (Public Property) and Screening Rate

Removal and collection of debris-laden sand from public property. Debris-laden sand will be hauled to a designated location, screened, and stockpiled at a debris management site(s). (Debris generated from screened rejects will be hauled to a debris management site(s) or other designated location.

Per Cubic Yard	\$
----------------	----

12. Sand Collection (Private Property) and Screening Rate

Removal and collection of debris-laden sand from public property. Debris-laden sand will be hauled to a designated location, screened, and stockpiled at a debris management site(s). (Debris generated from screened rejects will be hauled to a debris management site(s) or other designated location.

Per Cubic Yard	\$
----------------	----

13. Haul-out of reduced vegetative debris

Per Cubic Yard	\$
----------------	----

14. Haul C&D debris to final disposal site

Per Cubic Yard	\$
----------------	----

15. Marine Debris Removal - removal of storm generated debris from marine environments including streams, canals, and waterfronts.

Per Cubic Yard	\$
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16. Bank Restoration - perform river and canal shoreline restoration to include any necessary excavation, compaction, fill, and backfill of embankment soils and materials to restore banks to preexisting conditions insofar as possible.

Per Linear Foot	\$
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17. Removal of storm-damaged vehicles and vessels from post-disaster environments including towing and aggregation.

Transfer/Tow of typical passenger car -- price per vehicle	\$
Transfer/Tow and Handling of recreational vessels up to 24' – price per vessel	\$
Operation of secure aggregation site for vehicles and vessels – price per day	\$
Storage of each light and medium duty vehicle and/or vessels – price per day	\$

*Special Consideration: Large vehicles, trucks, buses, vessels, houseboats or vehicles/vessels within environmentally sensitive areas may require unexpected additional effort and further negotiation may be allowed on a case by case basis.

18. Hazardous Waste Removal and Bio-hazards

Hazardous Waste / HHW Removal – price per pound	\$
Dead Animal Collection – price per pound	\$

19. Recovery and Handling of “White Goods” Units requiring liquids, oils, or gas recovery- Gathering and hauling to temporary site, and removal of all harmful or hazardous fluids to include but not limited to white goods, propane tanks, air conditioners, lawn mowers, grills, etc.

Per Unit	\$
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APPENDIX H – ADDENDA ACKNOWLEDGEMENT

*White County Emergency Management's
Disaster Debris Removal & Disposal Services*

Project# 2024-WCEMA-001

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____
Sign to Acknowledge _____

Addendum No. _____
Sign to Acknowledge _____

Addendum No. _____
Sign to Acknowledge _____

Addendum No. _____
Sign to Acknowledge _____

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.

Name of Company

Authorized Representative (*print name*)

Signature

Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line 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.

Social security number									

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

Employer identification number									

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. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 and 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 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



ATTACHMENT A – SAMPLE CONTRACT

*White County Emergency Management's
Disaster Debris Removal & Disposal Services*

Project# 2024-WCEMA-001

THIS AGREEMENT, made and entered into this __ day of _____, 20__, by and between **WHITE COUNTY, GA** hereinafter termed the "Owner", and _____, hereinafter termed the "Contractor".

WITNESSETH

WHEREAS, the Owner has caused to be prepared, in accordance with law, the Contract Documents for the work herein described, and has approved and adopted the Contract Documents, and has received a proposal for furnishing materials, labor and equipment for, and in connection with, all work as indicated in the Contract Documents, and in accordance with the terms of this Contract; and

WHEREAS, the Contractor, in response the Request for Proposals, has submitted to the Owner, in the manner and the time specified, a sealed Proposal in accordance with the terms of the Request for Proposals and Instructions to Bidders, all of which are incorporated in and become terms of this Agreement; and

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and reviewed the Proposals submitted and, as a result of such review, has determined and declared the Contractor to be the successful bidder for said work; and has duly awarded to the said Contractor a Contract for and in consideration of the mutual covenants herein contained. (SEE APPENDIX A -RFP)

NOW, THEREFORE, the parties have agreed and do hereby agree, the Owner for itself and its successors, and the Contractor for itself, and its successors or executors and administrators, as follows:

SECTION A -SERVICES

The Contractor shall, from time to time, upon Notice to Proceed by the Owner, furnish Emergency Debris Removal and Management Services to the Owner, in accordance with the terms and conditions contained in the Request for Proposals attached hereto, and all addendums to the Request for Proposals.

SECTION B -COMPENSATION FOR SERVICES

The Contractor shall be compensated for services provided to the Owner under the terms of the Request for Proposals and in accordance to the attached Price Proposal Form. The Contractor shall provide to the Owner or the Owner's authorized representatives, access to any books, documents, papers, and records, electronic or otherwise, which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor shall retain records relating to this Agreement for three years after termination and all other pending matters are closed.

SECTION C - TERMS AND CONDITIONS

1. **PERMIT ASSISTANCE:** To the extent applicable, the Owner shall assist the Contractor in obtaining all necessary governmental permits required for the performance of the Services. The Owner shall comply with all County, State, and Federal ordinances, rules and laws pertaining to the Contractor's work.

2. **INSURANCE:** The Contractor shall maintain all insurance requirements in accordance to the terms of the Request for Proposals throughout the term of this Agreement.
3. **STANDARD OF CARE, HOLD HARMLESS, AND INDEMNITY:** The Services shall be conducted by the Contractor consistent with the level of care and skill ordinarily exercised by providers of the same services acting under similar circumstances and conditions. The Contractor shall indemnify and hold the Owner harmless from all damages or suits or actions brought against the Owner as a result of any act or failure to act by the Contractor, its agents, servants, or employees.
4. **FORCE MAJEURE:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss, unavailability of labor, material, fuel, services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Service may be continued.
5. **TERM:** The term of this agreement shall be for three years, beginning _____ and ending on _____ with the option to renew for up to 2 (two) one-year terms, on the same terms and conditions, for a total possible life of 5 (five) years.
6. **TERMINATION:** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. The Owner reserves the right to terminate this Agreement for either cause or convenience. Irrespective of which party terminates, or the cause thereof, the Owner shall, within thirty (30) days of termination, compensate the Contractor for services provided, if any, up to the time of termination.
7. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements existing between the parties. The contract documents which comprise and supplement the Contract between the County and Contractor consist of the following documents, which documents are made part of this Contract as fully as if disclosed and written at length and made a part hereof:
 - a. This Contract;
 - b. The Request for Proposals;
 - c. The Invitation to Request for Proposals;
 - d. General Conditions;
 - e. Scope of Services;
 - f. Contractor's Proposal;
 - g. Contractor's Insurance certifications;
 - h. Notice of Award;
 - i. Notice to Proceed; and
 - j. Any modifications, including Change Orders duly delivered after execution of this Contract.

This agreement may be amended only by written instrument signed by both parties.

- 8. **PRECEDENCE:** This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any purchase order, requisition, notice to proceed, or like document regarding the Services.
- 9. **SURVIVAL:** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Owner and the Contractor shall survive the completion of Services hereunder and the termination of this Agreement.

IN WITNESS WHEREOF, the **COUNTY** and the **CONTRACTOR** have executed this agreement as of the first date above written.

COUNTY:

CONTRACTOR:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ATTEST: _____

ATTEST: _____

DATE: _____

DATE: _____