

**CITY OF BRUNSWICK GEORGIA**  
**May 2022**

**DEBRIS REMOVAL MONITORING SERVICES FOR THE CITY OF  
BRUNSWICK**

**REQUEST FOR PROPOSAL**



**CITY OF BRUNSWICK GEORGIA**  
**Purchasing Department**  
**601 Gloucester Street, City Hall**  
**Brunswick, GA 31520**

Phone: 912 267-5538  
Email: [athorpe@cityofbrunswick-ga.gov](mailto:athorpe@cityofbrunswick-ga.gov)

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# DEBRIS MONITORING SERVICES FOR THE CITY OF BRUNSWICK

## INVITATION TO PROPOSERS

The City of Brunswick, Georgia (the City) will receive proposals from interested qualified professionals to provide debris monitoring services for The City of Brunswick until **2:00 pm, June 15, 2022**.

The City invites vendors to submit proposals in response to the specific requirements set forth in this request for proposals (RFP). The packages containing the technical and fee proposal **must be sealed**, and addressed to:

**Purchasing Agent's Office  
Alakenisa Thorpe  
601 Gloucester Street  
Brunswick, Georgia 35120 (City Hall Building)**

All proposals must be marked "Debris Monitoring Services RFP". The package must bear on the outside, the name and address of the vendor. No proposal may be withdrawn or modified in any way after the deadline for proposal openings, and no faxed proposals will be accepted. All submitted proposals will be publicly opened and only the name(s) of those Proposers responding will be mentioned. It is the responsibility of the Proposer to have its sealed proposal at the Purchasing Agent's Office **at least ten (10) minutes prior to the time of opening**, if the Proposer is not attending the opening. Proposals received after the scheduled bid opening time and date will remain unopened and will not be considered. All Proposers are invited to be present during the proposal opening, June 15, 2022 , City Hall n 2<sup>nd</sup> floor Conference Room.

Questions regarding this request for proposals should be submitted in writing to Alakenisa Thorpe, at [athorpe@cityofbrunswick-ga.gov](mailto:athorpe@cityofbrunswick-ga.gov), prior to 12:00 noon on May 27, 2022. Responses to any questions will be posted to the City of Brunswick's website by June 1, 2022.

These instructions are an integral part of any proposal. The Proposers' response shall include the required number of technical proposals and one fee proposal with all other information requested in this Request for Proposal (RFP). Technical response must not have fees listed therein. If a fee is located in the technical response, the submission will be considered non-responsive and will not be evaluated. The fees shall be the full cost to the City of Brunswick, Georgia. **Technical and Fee Proposals must be sealed in separate envelopes with the solicitation name and number and type of Proposal listed on the outside.**

The City of Brunswick anticipates making a single award; however, it reserves the right to make multiple awards should it deem in the best interest of the City. It is anticipated that such an award, if any, will be accomplished within sixty (60) days (unless otherwise agreed upon by the Proposer and the City) from the proposal opening. Contracts issued resulting from this RFP may only be activated in the event of a declared emergency. There is no guarantee any contract resulting from the RFP will be activated or any work will be performed.

The City of Brunswick provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, and handicap or veterans' status. This policy ensures all segments of the business community have access to supplying the goods and services needed by The City of Brunswick.

**THE BOARD OF COMMISSIONERS, CITY OF BRUNSWICK, GEORGIA RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, WAIVE TECHNICALITIES AND MAKE THE AWARD IN THE BEST INTEREST OF THE CITY.**

**-End of This Section-**

# DEBRIS MONITORING SERVICES FOR THE CITY OF BRUNSWICK

## INSTRUCTION TO PROPOSERS

1. **General:** The City of Brunswick (the City) is advertising for qualified vendors to provide for a Debris Monitoring Services. It is the City's intent to enter into a contract with one or more vendors with said contracts being activated when a major disaster occurs or is imminent.
2. **Intent:** It is intended that the Instructions to Proposers, General Conditions, and Detailed Specifications shall define and describe the complete work to which they relate.
3. **Work to Be Done:** The work to be performed under this contract consists of, but is not limited to, providing a debris monitoring and reporting plan, provide forms, reports, maps, logs necessary to perform Scope of Work (SOW) detailed herein, conduct surveys, coordinate daily activities of the field collection monitors, field complaints, and damage claims. The detailed Program Services and Statement of Work begins on Page 18 of this RFP.
4. **Site Examination:** The Proposer is advised to examine the location of the work and to inform themselves fully as to its conditions; the conformation of the ground; the character, quality and quantity of the products needed preliminary to and during the prosecution of the work; the general and local conditions and all other matters which can in any way affect the work to be done under the Contract. Failure to examine the site will not relieve the successful Proposer of his obligation to furnish all products and labor necessary to carry out the provisions of his contract. The Proposer shall notify Alakenisa Thorpe, Purchasing Agent of the City of Brunswick, as to whom the company representative name(s) of those attending the non- mandatory pre-proposal meeting via email at [athorpe@cityofbrunswick-ga.gov](mailto:athorpe@cityofbrunswick-ga.gov). The Proposer is solely responsible for any damages caused by the examination of the site.
5. **Proposal and Contract Security:** Each Proposal must be accompanied by a proposal bond for an **amount equal to at least five percent (5%) of the amount of the Proposal**. If for any reason whatsoever the Proposer withdraws from the competition after opening the Proposals, or if they refuse to execute the Contract, the Owner will proceed on the Proposal Bond. The Surety of the Proposal Bond shall be a surety company authorized to do business in the State of Georgia, shall be listed in the Department of the Treasury Circular 570, and shall have an underwriting limitation in excess of 100% of the Proposal amount. The Bonds and Surety shall be subject to approval by the **Attorney for the Owner**. Attorneys-in-fact who sign Proposal bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
6. **Determination of Successful Proposer:** The Contract will be awarded to the Proposer with the highest score, if awarded.
  - (a) **Responsibility:** The determination of the Proposer's responsibility will be made by the Owner based on whether the Proposer:
    1. Maintains a permanent place of business
    2. obtain appropriate technical experience,
    3. acquire adequate plans, staff, and equipment to do the work properly and expeditiously, and
    4. has suitable financial means to meet obligations incidental to the work.

The Proposer shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Proposal if the evidence submitted by, or investigation of, the Proposer fails to satisfy the Owner that he is properly qualified to carry out the obligation of the Contract.

- (b) **Responsiveness:** The determination of responsiveness will be made by the Owner based on a consideration of whether the Proposer has submitted a complete Proposal form without irreg-

ularities, excisions, special conditions, or alternative Proposals for any item unless specifically requested in the Proposal form.

7. **Proposal Alternates**: Proposers are requested to review Proposal alternates, if any, as outlined on the Proposal Form.
8. **Submission of Proposals**: Proposals shall be submitted at the time and place indicated in the Invitation. The City of Brunswick will not accept late Proposals. Proposers are reminded that documents and information in the possession of The City of Brunswick will be treated as confidential/proprietary information only to the extent permitted by the Georgia Open Records Act and will be exempt from disclosure to a third party only to the extent permitted by the Georgia Open Records Act. Should you believe that your Proposal contains any trade secrets you must submit an affidavit, along with the Proposal, that states that specific portions of the Proposal contain trade secrets as defined by Georgia law (Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia). Furthermore, the affidavit must be detailed, citing specifically (citing paragraphs, articles, provisions, pages, etc) the portions of the Proposal containing any trade secrets.

On the outside of the envelope containing the Proposal shall be noted the following:

### **DEBRIS MONITORING SERVICES FOR THE CITY OF BRUNSWICK**

9. **Proposal Form**: Proposals shall be submitted on the Proposal Forms. Proposals shall be based upon unit prices for estimated quantities excepting, whereas Proposal items require lump sum proposals as indicated by the Proposal Form. Where errors or omissions result in discrepancies in Proposal totals, prices per unit as submitted will be binding.

Final payment will be based upon actual in-place measured quantities, excepting where lump sums are requested for Proposal items.

10. **Gratuities**: The City of Brunswick acknowledges that it may be customary, especially during the holiday season, to provide gifts or other gratuities to employees or departments. However, The City of Brunswick Personnel Policy prevents the acceptance of such gifts. Your cooperation in respecting the policy is appreciated.
11. **Georgia Open Records Act**: Proposers are reminded that documents and information in the possession of The City of Brunswick will be treated as confidential/proprietary information only to the extent permitted by the Georgia Open Records Act and will be exempt from disclosure to a third party only to the extent permitted by the Georgia Open Records Act. Should you believe that your Proposal contains any trade secrets you must submit an affidavit, along with the Proposal, that states that specific portions of the Proposal contain trade secrets as defined by Georgia law (Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia). Furthermore, the affidavit must be detailed, citing specifically (citing paragraphs, articles, provisions, pages, etc.) the portions of the Proposal containing any trade secrets.

# REQUEST FOR PROPOSAL

## DEBRIS MONITORING SERVICES FOR THE CITY OF BRUNSWICK

### SECTION A

#### *GENERAL TERMS, CONDITIONS, AND DEFINITIONS*

- o **Company** - The Proposer
- o **City** - The City of Brunswick Board of Commissioners
- o **City Employee** - An employee of The City of Brunswick subject to its personnel policies
- o **Department** - A unit of The City of Brunswick government that encompasses similar staff functions, purposes, and goals and operates under the direct supervision of the Board of Commissioners, a Constitutional Officer or an Appointed Official
- o **Fee** - A dollar amount inclusive of all Proposer's costs (overhead, insurance, labor, equipment, advertisements, etc.), general & accounting, and profit charged for a specific service(s)
- o **Principal** - Any officer or director of the proposing organization, and any person, firm, corporation, partnership, joint venture, or other entity, who or which owns or controls three percent (3%) or more of the voting stock or any equivalent voting interest of a partnership or joint venture
- o **Proposal** - An offer or statement of a price and project description in response to a request for materials or services to be rendered to the city or its employees
- o **Proposer** - Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity that has submitted a bid which conforms in all material respects to the requirements set forth in the RFP
- o **Request For Proposal (RFP)** - Executed documents, including documents attached or incorporated by reference, utilized for soliciting proposals in accordance with the RFP procedures and instructions set forth herein.
- o **Contractor** – The successful Proposer(s)
- o **Debris Management Director** – Department Director of The City of Brunswick Public Works or his designee(s) will oversee the debris management process including processing FEMA submittals.
- o **DMS** – Debris Management Site
- o **Debris** – Scattered items and materials either broken, destroyed, or displaced by a disaster. Example: trees, construction and demolition material, personal property.
- o **FEMA** – Federal Emergency Management Agency.
- o **FHWA** – Federal highway Administration
- o **TDSRS** – Temporary Debris Staging & Reduction Sites

## **1. NOTICE OF AWARD (NOA) OF CONTRACT**

As soon as possible, and within 60 days after receipt of Proposals, the City shall notify the successful Proposer(s) of the award of the contract. Should the City require additional time to award a contract, the time may be extended by mutual agreement between the City and the successful Proposer. If an Award of Contract has not been made within 60 days from the Proposal date or within the extension mutually agreed upon, the Proposer may withdraw the Proposal without further liability on the part of either party.

## **2. EXECUTION OF CONTRACT DOCUMENTS:**

- a. Within fifteen (15) days of Notification of Award of Contract, the City shall furnish the Contractor the conformed copies of Contract Documents for execution by him and his Surety.
- b. Within fifteen (15) days after receipt, the Contractor shall return all the documents properly executed by himself and his Surety. Certificates of insurance for the required limits will accompany the Contract documents.
- c. Within thirty (30) days after receipt of the documents executed by the Contractor and certificates of insurance, the City shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.
- d. Should either party require an extension of any of the time limits stated above, this shall be done only by mutual agreement between both parties.

## **3. PERFORMANCE AND PAYMENT BONDS**

None required.

## **4. INSURANCE:**

The Contractor shall not commence work under this contract until all insurance described below has been obtained and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

### **A. Liability.**

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the Owner. The Contractor shall be responsible for providing adequate limits of insurance when working within property owned by railroads, as established by such railroad company.

### **B. Indemnity.**

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the City, Engineer, Engineer's Consultants and the Officers, Directors, Employees, Agents, and other Consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the Contractor, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence.



Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

Comprehensive General Liability -The successful Proposer shall exercise proper precaution at all times for the protection of persons and property. He shall carry approved insurance from insurance companies authorized to do business in Georgia and having an A.M. Best's rating of B+ or better with the following minimums:

**\*The limits of insurance are as follows:**

- a) general liability insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per occurrence) and Two Million (2,000,000) Dollars aggregates; and
- b) automobile insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per accident for bodily injury or property damage); and
- c) Workers' Compensation Insurance as will protect potential Proposer or offeror from Workers' Compensation Acts.
- d) Professional License (Errors and Omissions) of at least One Million (1,000,000) Dollars

**\*Contractors Liability Insurance shall be effective for the duration of the work as described in the contract documents, including authorized change orders, plus any period of guarantee as required in, Paragraph 06 above.**

**5. INDEMNIFICATION:**

The Contractor will indemnify and hold harmless the City and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In any and all claims against the City or any of their agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under the Worker's Compensation Acts, Disability Benefits Acts or other employee benefits acts.

**6. NOTICE TO PROCEED:**

The Notice to Proceed is typically issued within ten (10) days of the execution of the Contract Agreement by the City. However, as stipulated within this RFP, the NTP will only be issued to the Contractor at the onset of disastrous events which demand response activation.

**7. TERMINATION:**

Termination for Convenience of Owner.

The Owner may, at will, upon written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Work for the convenience of the Owner.

Termination for the Contractor.

The Contractor may terminate any contract arising out of this RFP for any reason upon thirty (30) days

written notice to the City. The termination notice shall be deemed received three (3) days after placing the notice in the United States mail.

**8. ASSIGNMENTS:**

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the City. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

**9. SUBCONTRACTING:**

- a. The Contractor shall not subcontract the complete work, or any major part thereof, and shall not award any work to any subcontractor without prior written approval of the City, which approval will not be given except upon the basis of written statements containing such information as the City may require.
- b. The Contractor shall utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors. If the Contractor desires to perform specialty work, he shall submit a request to the City accompanied by evidence that the Contractor's own organization has successfully performed the work in question, is presently competent to perform the work, and the performance of the work by specialty subcontractors will result in materially increased costs or inordinate delays.
- c. The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor must ensure payment is made in full to any and all sub-contractors.
- d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards to terminating any subcontractor that the City may exercise over the Contractor under any provision of the Contract Document.
- e. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City.

**10. AUTHORITY OF PROJECT MANAGER:**

The Project Manager or his representative shall act as the City's Technical Representative during the execution of this contract. He shall decide questions which may arise as to quality and acceptability of services and products furnished and work performed. He shall interpret the technical intent of the Contract Documents in a fair and unbiased manner. He will make random inspections to determine if the services are proceeding in accordance with the Contracts Documents. He shall judge as to the accuracy of quantities submitted by the Contractor in payment requests and the acceptability of the work which these quantities represent. The decisions of the Project Manager or his representative shall be final and conclusive and binding upon all parties to the Contract.

## **11. SEPARATE CONTRACTS:**

- a. The City reserves the right to let other contracts in connection with this project. The Contractor shall afford other Contractors reasonable opportunity for the execution of their work, and the Contractor and other Contractors shall properly connect and coordinate their work with each other.

If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer or his representative any defects in such work that render it unsuitable for such proper execution and results.

- b. The City may perform additional work related to the project with his own forces. The Contractor will afford the City reasonable opportunity for the execution of work and shall properly connect and coordinate his work with theirs.

## **12. LAWS AND REGULATIONS:**

- a. The Contractor's attention is directed to the fact that all applicable Federal, State and City laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The Contractor shall keep himself fully informed of all laws, ordinances and regulations of the Federal, State, County and municipal governments or authorities in any manner affecting those engaged or employed in the work or the materials used in the work or in any way affecting the conduct of the work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall herewith report the same in writing to the City.
- b. He shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify the City and its agents the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees. Permits and licenses of a temporary nature, necessary for the prosecution of the work shall be secured and paid for by the Contractor.

## **13. NOTICE AND SERVICE THEREOF:**

- a. All Notices, demands, requests, instructions, approvals, and claims shall be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in the Proposal (or at such other office as the Contractor may from time to time designate to the City in writing), or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the City Purchasing Agent, Brunswick, Georgia. Any notice to or demand upon the City shall be sufficiently given if delivered to the Office of said Purchasing Agent or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Purchasing Agent or to such other representative of the City or to such other address as the City may subsequently specify in writing to the Contractor for such purposes.
- d. Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post or

(in the case of telegrams) at the time of actual receipt, as the case may be.

#### 14. SPECIFICATIONS:

The Special Conditions, Technical Specifications, Contract Documents, and all supplemental documents, are considered essential parts of the Contract Agreement, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all work necessary to provide the services in an acceptable manner.

#### 15. CHANGES IN THE CONTRACT:

a. **Changes in the Work**. The City may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be negotiated culminate by the issuance of a Contract amendment. The Purchasing Agent, also, may at any time, by issuing a Contract amendment, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Purchasing Agent unless the Contractor believes that such order entitles him to a change in the fee or time or both, in which event he shall give the Purchasing Agent written notice thereof within fifteen (15) days after the receipt of the Contract amendment, and the Contractor shall not execute such amendments pending the receipt of an executed Notice to Proceed instruction from the City.

The City may, when changes are minor or when changes would result in relatively small changes in the Fee or Contract Time, elect to postpone the issuance of a Contract amendment until such time that a single amendment of substantial importance can be issued incorporating several changes. In such cases, the City shall indicate this intent in a written notice to the Contractor.

b. **Changes in Fee**. The Fee shall be changed only by a mutual agreement by the Contractor and the City transmitted as a Contract amendment. The value of any work covered by an amendment or of any claim for increase or decrease in the Fees shall be determined by one or more of the following methods in the order of precedence according to the following list:

- 1) By estimating the number of unit quantities of each part of the work which is changed and then multiplying the estimated number of such unit quantities by the fee Proposal for a unit quantity thereof.
- 2) The City shall fix the total lump sum value of the amendment in the work of the Contractor and shall set out the price which shall be added to or deducted from the Fees.

The Contractor shall, when required by the City, furnish to the City an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered.

#### 16. PAYMENTS AND COMPLETION:

a. **Breakdown of Cost**. Before the first application for payment, the Contractor shall submit to the Administrator a breakdown of fees for the various portions of the work, including quantities if required by the Administrator, aggregating the total Fee prepared in such form as specified or as the Administrator and the Contractor may agree upon and supported by such data to substantiate its correctness as the Administrator may reasonably require. This schedule, when approved by the Administrator, shall be used only as a basis for the Contractor's application for payment.

b. **Certificate for Payments**. If the Contractor has made application for payment as above, the Contract Technical Representative will validate the application for such amount as is determined to be properly due, or state in writing the itemized and specific reasons for withholding an application as

provided herein. After the Administrator has validated the application for payment, the City shall pay to the Contractor, within thirty (30) days, the amount covering services or work performed or completed. No application for payment, nor any payment, shall constitute an acceptance of any work or service not in accordance with the Contract Documents.

- c. **Failure of Payment**. If the Contract Technical Representative should fail to approve an application for payment, through no fault of the Contractor, within seven (7) days after receipt from the Contractor, or if the City should fail to pay the Contractor within thirty (30) days after receipt of the Contract Technical Representative's approval for Payment, then the Contractor shall receive interest on the balance due with the interest being one percent (1%) per month not to exceed three (3) months (3%). The City reserves the right to reject the Administrator's certification of any application for payment by the Contractor without the accrual of interest.
- d. **Governing Document** All parties expressly agree that the provisions of the Georgia Prompt Pay Act, Title 13, Chapter 11, of the Official Code of Georgia Annotated, are superseded by the terms and conditions of this agreement.

**17. CONTRACTOR'S CLAIM:**

No claim for additional or other compensation beyond the fees shall be allowable unless the Contractor makes and continuously maintains written demand therefor within thirty (30) days of the occurrence of any event which given rise to such claim.

**18. CONTRABAND:**

Employees of the successful Proposer shall not enter City Buildings with goods or products that shall be considered contraband, i.e. drugs, drug paraphernalia, tobacco products smokeless or otherwise, etc.

**19. OFFICE HOURS:**

Normal working hours for the office buildings are Monday through Friday, 8:00 A.M. to 5:00 P.M.

**20. WORK SCHEDULING:**

The successful Proposer shall arrange his work schedule as directed and approved by the Contract Technical Representative.

**21. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:**

Pursuant to O.C.G.A. § 13-10-91 (Georgia Security and Immigration Compliance Act), every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program. No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.

No contractor or subcontractor shall enter into a contract or subcontract with a public employer in connection with the physical performance of services within this state unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.

- Contractor acknowledges that the awarding of this contract is conditioned upon initial and ongoing compliance by the contractor and any subcontractor with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor.

- The requirements of O.C.G.A. § 13-10-91 pertaining to registering and participating in a federal work authorization program apply to public employers, their contractors, and subcontractors, as follows:
  - (a) On or after July 1, 2007, to contractors and subcontractors of 500 or more employees.
  - (b) On or after July 1, 2008, to contractors and subcontractors of 100 or more employees; and
  - (c) On or after July 1, 2009, to all other contractors or subcontractors.
- Contractor agrees that in the event it employs or contracts with any subcontractor(s) in connection with this contract, Contractor shall secure from the subcontractor(s) an indication of the employee-number category applicable to the subcontractor.
- Contractor agrees that its compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor shall be attested by execution of the Contractor Affidavit, which is attached hereto, and which shall be a part of this contract.
- Contractor agrees that, in the event it employs or contracts with any subcontractor(s) in connection with this contract, Contractor shall secure from the subcontractor(s) an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor by the subcontractor's execution of a Subcontractor Affidavit provided by The City of Brunswick. Contractor shall maintain records of such attestation for inspection by The City of Brunswick at any time. The Subcontractor Affidavit shall become a part of the contractor/subcontractor agreement.

**22. CONTRACT PERIOD:**

It is anticipated that a contract, if awarded, will be for a base period beginning upon receipt of a Notice of Award and ending on July 7, 2027. The City will inform the successful Proposer, in writing, of its intent to execute any further extensions thirty (30) days prior to the end of any contract period then in existence. Notwithstanding the aforementioned, an awarded contract will not be extended beyond the five potential years outlined without being subject to re-bidding.

**23. CONTRACT REVIEW BY FEMA:**

The contract between the selected firm and the City may be submitted for review to FEMA. The City desires that the costs it incurs for services provided by the selected firm be eligible for FEMA reimbursement. While the City understands that the selected firm cannot guarantee that the services it provides will be eligible for FEMA reimbursement, the City nevertheless desires that the selected firm utilize its professional judgment and expertise in an effort to limit its services to those which are eligible for FEMA reimbursement.

**24. CITY EXPENDITURES:**

The City desires to enter into a contract for professional services with a firm possessing a high level of expertise and professional skill in the areas described in this RFP. As such, the City desires that the selected firm be contractually required to guarantee that all documents generated pursuant to the contract shall be in compliance with FEMA regulations and will be in a form so as to ensure eligibility of FEMA reimbursement regardless of whether or not FEMA actually reimburses.

**-End of This Section-**

# REQUEST FOR PROPOSAL

## DEBRIS MONITORING SERVICES FOR THE CITY OF BRUNSWICK

### SECTION B

#### INTRODUCTION

##### 1. LOCATION

Located on the Southeastern part of the State of Georgia. Its Northern boundary is formed by the Altamaha River, Wayne and Brantley Counties on the west, Camden County on the south, and the Atlantic Ocean on the east. As a favorable consequence of its geology, the City has the Port of Brunswick. The Port has been of immense economic benefits to The City of Brunswick.

By roadway, Brunswick is located: 78 miles from Savannah, 315 miles from Atlanta, 225 miles from Macon, 262 miles from Columbus, and 180 miles from Albany. Jacksonville, Florida is located 79 miles from Brunswick.

##### 2. TOPOGRAPHY

The city is the lowest in the state of Georgia, with an elevation of only 10 feet (3 m) above sea level. <sup>[41][42]</sup> Brunswick's land area is estimated at 17.2 square miles (45 km<sup>2</sup>). Its total area is 25.2 square miles (65 km<sup>2</sup>); 8.0 square miles (21 km<sup>2</sup>) of this is water

##### 3. POPULATION

The most recent census established the population of The City of Brunswick at 16,055 in 2020.

*-End of This Section-*

# REQUEST FOR PROPOSAL

## DEBRIS MONITORING SERVICES FOR THE CITY OF BRUNSWICK

### SECTION C

#### PROGRAM SERVICES

##### 1. GENERAL

The Board of Commissioners of The City of Brunswick, Georgia (“the Owner”) seeks proposals from interested qualified professionals to provide debris monitoring services. No emergency debris removal or disposal services will be required within the statement of work of this RFP. The City holds a current contract for the debris removal and disposal services and **will not entertain any technical proposals from Proposers that include these services**. The selected Proposer will provide a range of related services to include, but not limited to:

- a. Monitoring and recording the volumetric measurement (cubic yards or gross empty weight) of each truck that is added into service.
- b. Monitor multiple truck pickups, issue load tickets, record load site information, delineate FEMA designations, and document contractor actions in cases of damaged property or other field oversight functions. This should include the use of pictures, GPS coordinates and mapping.
- c. Stopping work in progress that is not being performed or documented in the appropriate manner.
- d. Provide DMS and TDSR Site monitoring at various locations, including sites that handle material from multiple locations and different contractors.
- e. Provide Public Drop-off Site monitoring if the City opens such sites.
- f. Provide technical advice to the City and support Debris Management operations.
- g. Review and validate debris removal contractor’s invoices prior to submission to the City for processing.
- h. Assist in facilitating communication with GEMA, FEMA, and other federal agencies.
- i. Assist the City and its debris management contractor in completing any and all forms necessary for reimbursement of fees and costs from state and federal agencies, relating to eligible costs arising out of the disaster recovery effort.
- j. The Contractor also may be called upon throughout the year to render services to assist the City with special needs and events other than full-scale disasters. Other services may include, but be not limited to, facilitating communication with FEMA, GEMA and other state and federal agencies, coordination with state insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services. The City retains the right to obtain similar services from other contractors.
- k. Assist the City in responding to any audits, including but not limited to FEMA, GEMA or other federal or state agencies.
- l. Any other monitoring services and activities necessary for the successful invoice filing by the City for GEMA and/or FEMA reimbursement.
- m. Prepare a Debris Monitoring and Reporting Plan that sets forth how the debris management and reporting efforts will be conducted and addresses the coordination of the City and contractor debris removal and/or disposal efforts.

##### 2. BACKGROUND

The City must implement debris removal monitoring services per FEMA guidelines in order for the City to be able to receive assistance for disaster debris removal from public access roads, rights-of-way, and public



property. These services will be provided by independent contractor(s) selected by the City. Monitoring of debris removal and disposal contractor activities is a critical component in successful debris operations and in the justification and documentation of any application for FEMA Public Assistance funding. The responsibility of these contractor(s) will be to deploy trained debris monitors to observe and document debris removal contractor activities.

As such, the City requires the services of a debris monitoring contractor to support the oversight, management, and technical assistance for the monitoring of debris removal and recovery contractors in accordance with Federal Emergency Management Agency ("FEMA") guidelines, policies, and procedures. The Contractor(s) shall provide field monitors at designated locations to ensure that only eligible debris is being removed and to check and verify information on debris removal and at the Debris Management Site (DMS) and the Temporary Debris Storage and Reduction Sites (TDSRS) designated by the City.

### **3. Operational Requirements and Responsibilities**

The response of the successful monitoring professional(s) to the disaster recovery process must be immediate, rapid, and efficient in accordance with acceptable cost controls, accountability procedures, written reports and submittals as approved from this RFP. This is to assure that the City shall have the means to be reimbursed for all eligible disaster recovery costs from appropriate federal, state and private agencies. Response will typically be activated only in the event of an emergency and in accordance with an awarded contract but may be activated at any time at the City's discretion. Response activation will be through issuance of a Notice to Proceed NTP) letter.

Upon receipt of the notification of need, the contractor will begin coordination with the Debris Manager or other designated person(s). The Contractor's representative shall be physically present at the City's Emergency Operations Center within eight (8) hours after notification of need. Commencement of work shall begin within twenty-four (24) hours of issuance of Notice to Proceed.

The City may issue Notice to Proceed twenty-four (24) to forty-eight (48) hours prior to a storm event, depending upon the magnitude of the event, in order to allow sufficient time to prepare for commencement of operations.

Commencement of operations shall include the provision of qualified, on-site personnel to begin certifying the City-owned trucks, if applicable, and trucks brought in by the debris removal contractor(s) (and subs) and monitor debris receiving operations at DMS and TDSR site(s) located throughout the City. Additional sites may be added as debris removal efforts increase. The Contractor(s) must be prepared to provide monitors and other personnel necessary to complete the debris removal tasks a minimum of twelve to fourteen (12-14) hours per day, seven (7) days per week. The Contractor(s) must be prepared to provide personnel as necessary and needed to monitor and verify eligible debris removal functions.

The Contractor must arrive able to sustain itself and capable of ensuring that staff has vehicles, fuel, telephones, equipment, supplies, documents, meals, lodging, safety gear, cameras, and other incidentals to work up to fourteen hours per day and up to 7 days per week. Contractor must provide all equipment, tools, supplies and training to all personnel that is necessary for them to perform their responsibilities. In addition, where required, staff should be equipped with digital cameras, laptop computers, field communication devices, and GPS units with an accuracy of ten (10) feet. Where possible, the Contractor should maximize the use of individuals residing locally.

### **4. STATEMENT OF WORK**

#### **TASK 1 - General Debris Monitoring and Reporting Services**

1. Contractor shall prepare a Debris Monitoring and Reporting Plan that sets forth how the debris management and reporting efforts will be conducted to properly account for all components of the contracted debris removal and disposal services as well as addresses the coordination of the contracted work efforts with the work efforts of the City-performed and/or contractor-performed debris removal and/or disposal

services. The Plan must coincide with the adopted The City of Brunswick Debris Management Plan.

2. Contractor shall develop and include as a component of the Debris Monitoring and Reporting Plan any and all necessary forms, documents, reports, maps, logs, tickets, etc. necessary to ensure the successful performance of debris removal and disposal services as well as the successful coordination of the work efforts with the City-performed and/or contractor-performed debris removal and/or disposal services.
3. Contractor shall be responsible for maintaining the following documentation for debris monitoring reimbursement purposes: Personnel assignments, duties, and responsibilities, timesheets, Debris Monitoring Reports, Debris Total Collection (CY and tonnage), Debris Monitoring Site reports, Exception report, Truck/Trailer Certification reports, Geographic Information System (GIS) planning and progress reports, debris progress reports, safety reports, usage reports (for fuel, vehicle mileage, etc.) etc.
4. Contractor shall appoint a qualified and experienced Project Manager for overall coordination and communication with the City. The Project Manager shall remain on the job and available to the City at all times during the operational phases of the contracted debris removal and disposal work effort.
5. Contractor shall coordinate daily briefings with key operational staff, City staff and debris management contractor(s) to review, formulate and update debris removal operations and strategies as well as to schedule, manage, and conduct periodic meetings with field staff and debris management contractor. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris management contractor(s) and the debris management operation.
6. Contractor shall provide a daily report of the debris contractor crew assignments, working locations, number of trucks assigned, total loads, cubic yards collected by debris type, an updated map of streets where debris is collected, and other key operational statistics to the Debris Monitoring Coordinator or designee.
7. Contractor shall coordinate daily scheduling, dispatching and logistical operations of the field collection monitors.
8. Contractor shall conduct debris surveys and perform debris estimation by debris types as required to satisfy FEMA Public Assistance Requirements.
9. Contractor shall maintain accurate records of all debris collection vehicles, including the measurements of the inside of the useable bed space, photographs, license information, vehicle identification decal issuance and regular monitoring for vehicle modifications.
10. Contractor shall track and coordinate responses to problems identified in the field, citizen complaints, including commercial and/or residential property damage claims as a result of debris removal. Contractor shall maintain a detailed GIS database of customer complaints and resolutions.
11. Contractor shall make all reasonable efforts to ensure that the Debris Management Site(s) (DMS) and Temporary Debris Storage and Reduction Site(s) (TDSRS) have access control and security. Conduct end of the day duties and verify that all vehicles have left the DMS/TDSRS at the specified time established by the City.
12. Contractor shall make all reasonable efforts to ensure the field collection monitors are accurately recording the streets and locations where debris was collected. Maps shall be posted daily in a central location at the City and updated as necessary each business day illustrating the progress from the previous day's work. Provide quality control training to all field collection and site monitors to ensure accuracy and completion of all load tickets.
13. Contractor shall conduct inspections on a regular, predetermined, and random basis. Make all reasonable efforts to ensure the appropriate frequency of oversight is performed for all work crews, vehicles and

locations. These inspectors are referred to as Roving Monitors in The City of Brunswick Debris Management Plan.

14. Contractor shall monitor the debris removal contractor(s) for compliance with their contract with the City as well as to ensure that workers are performing eligible work in accordance with FEMA Public Assistance guidelines and applicable Federal, State and Local Regulations.

15. Contractor shall provide annual training to City staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris removal and disposal contractor(s), City, state and federal agencies. Refresher training will be offered as needed following an event but before operations commence.

16. Contractor shall set up schedules for monitors each day and coordinate assignments. Survey and maintain list of areas with special needs, including but not limited to, hazardous stumps, trees, hanging limbs, leaning trees, debris types, and other potential problems.

17. Contractor shall prepare daily and periodic tracking reports to support debris removal operations and final debris disposal for audit purposes. Maintain a database of debris managed, costs incurred and reconcile debris collection and Contractor invoices. These reports are to be available as required by the City or FEMA.

18. Contractor shall compile records and assist the City with the preparation of required forms for reimbursement.

19. An independent temporary field office for the monitoring staff shall be provided by the consultant if directed by the City. The office shall include, but not be limited to, a telephone, computer, copier and fax.

## **TASK 2 - Collection Monitoring**

1. The Contractor shall provide fully trained collection and roving monitors to assure proper and compliant documentation protocols are instituted and followed.

2. The Contractor shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every seven monitors unless otherwise approved by the City. This team will monitor the debris contractor for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the City through their Project Manager. The Contractor should also provide roving monitors to make unannounced visits to all loading and disposal sites within their assigned zones. All field team members shall be equipped with state-of-the-art technology, which may include cameras, computers, communication devices, GPS handhelds, and other equipment as deemed necessary and/or appropriate.

3. The Contractor shall to the best of his or her knowledge initiate load tickets at the collection location for eligible loads only. The field collection and DMS/TDSRS monitors will make all reasonable efforts to assure the load ticket is completed accurately for eligible loads of disaster debris and that the load ticket is valid.

4. The Contractor will establish a Quality Control Program to review all paper load tickets for completeness, accuracy and eligibility. If necessary, the Contractor and the City will review certain load tickets to determine eligibility and validity. Additional examples of collection monitoring quality control tasks include, but are not limited to, the following:

- A. Verifying that all debris picked up is a direct result of the disaster.
- B. Accurately recording the addresses, streets and locations where debris was collected.
- C. Verifying that the debris collection contractor(s) are working in their assigned collection areas and roads.
- D. Immediately stopping work in progress if improper monitoring documentation or work is not being performed in the approved manner. The Contractor shall immediately notify the Debris Monitoring

Coordinator to review the matter and provide final resolution.

- E. Properly and promptly reporting for immediate resolution any sloppy (poor collection service) and ineligible material attempting to be collected by the debris removal contractor.
- F. Inspecting work in progress to monitor that removal efforts include debris of the proper type in the proper areas.
- G. Maintaining and cataloging/indexing any photo documentation of recovery work on a daily basis.
- H. Making all reasonable efforts to ensure that its employees and its subcontractor(s) are working in compliance with all federal, state, local safety regulations appropriate for the task being performed.
- I. Meeting any and all FEMA Public Assistance Program related requirements.

### **TASK 3 - Debris Load Ticket Process**

1. Contractor may use an electronic debris management system and create debris load tickets electronically, limiting the need for handwritten and scanned paper tickets. The system features should include at a minimum:

- A. Paperless electronic (handheld device) data collection.
- B. Secure database for City and Contractor use. Contractor database should be internet accessible (via role-based security) to debris contractor, subcontractor, City, state, and other public entities on a need-to-know basis.
- C. Minimal manual entry of traditional debris paper load ticket data fields.
- D. Automation of debris pickup location through use of GPS/GIS technologies.
- E. Evaluation of daily event status using web-based reporting and GIS tools.
- F. Coordination of debris contractor invoices, FEMA documentation and applicant payment process enabled through an integrated database management system.

2. If the EDMS is used, the Contractor should be prepared to supplement the EDMS with an organized process that assures complete and accurate data is being recorded on an approved paper debris load ticket. Paper load tickets shall consist of multi-copy pages. The Contractor shall retain original completed tickets on behalf of the City and copies provided to the debris removal Contractor, vehicle driver, etc., as appropriate. Tickets shall be filed in ticket number order and scanned, if possible. Scanned tickets shall be cataloged by ticket number order, easily retrievable, printable and cataloged/indexed with accompanying photos. Original tickets retained by the Contractor on behalf of the City shall be cataloged / indexed with any accompanying photos. The hardcopy and electronic versions of the tickets shall be turned over to the City upon completion of the project. Paper load tickets will include the following minimum information:

- A. Date
- B. Loading Site Departure Time
- C. Disposal Site Arrival Time
- D. Complete street address of closest property (include latitude and longitude if possible)
- E. Type of debris
- F. Vehicle certification number
- G. Vehicle measured cubic yard capacity
- H. Percent of volume (PV)
- I. Driver name (printed)
- J. Field monitor's name (printed) and signature
- K. Name of sub-Contractor
- L. DMS/TDSRS monitor's name (printed) and signature

### **TASK 4 - Debris Management Site(S) (DMS) Monitoring**

1. Contractor shall be capable of conducting pre- and post-use environmental monitoring of the DMS/TDSRS locations to detect environmental contamination either present before use or after closeout of DMS/TDSRS operations, if requested by the City.

2. Contractor shall assure that DMS/TDSRS and field collection monitors are deployed and operational

commensurate with the beginning of debris collection and the establishment of debris site(s).

3. Contractor shall provide DMS/TDSRS monitors to observe debris unloading operations at the City's designated DMS/TDSRS(s). A minimum of two DMS/TDSRS monitors are required per debris site. These staff members, in conjunction with the Debris Monitoring Coordinator and the debris contractor, shall coordinate the logistics of the DMS/TDSRS to assure efficient traffic flow and proper handling of load tickets that record FEMA data (such as vehicle volume, type of waste, etc.).

4. Contractor shall observe vehicles entering and exiting the DMS/TDSRS and make reasonable efforts to ensure that vehicles are in compliance with their truck certifications (e.g., side boards in place, full tailgate, covered loads, etc.). Additionally, the DMS/TDSRS monitor shall calibrate their debris vehicle load determinations with the FEMA monitors. DMS/TDSRS monitors are expected to provide volume determination consistent with FEMA.

5. Contractor shall conduct field quality inspections to check and verify information on debris removal and at DMS/TDSRS located throughout the City.

6. Contractor shall conduct other DMS/TDSRS monitoring tasks such as:

- A. Coordinating with local, state and federal agencies as needed for DMS/TDSRS on issues such as notification, obtaining permits, determining reimbursement, etc.
- B. Providing preliminary assessment and documentation of DMS/TDSRS and assist in return of site to original conditions.
- C. Providing personnel to supervise the operation of DMS/TDSRS including monitoring incoming loads of debris, processing of debris and outgoing loads of processed debris.
- D. Measure all debris removal contractor and City collection equipment and properly complete a truck certification form. Upon City's request measure other governmental agency partner's collection equipment and properly complete a truck certification form.
- E. Conducting end of day activities, such as verifying completion of debris crew assignments, completing all record keeping, assuring that all vehicles have left DMS/TDSRS and locking down facilities.

#### **TASK 5 - Debris Vehicle Certification**

1. Contractor shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Contractor on behalf of the City and provided to the City upon their request or project completion. Additional copies should be provided to the debris removal contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at each DMS/TDSRS to assure that no vehicle modifications have been made and to confirm data accuracy.

2. Contractor shall measure the volume to the nearest cubic yard of usable space for each debris collection vehicle. The Contractor shall complete the Vehicle Certification Form provided for each vehicle. The original Vehicle Certification Form shall be delivered to the City Project Manager or designee. The City Vehicle Certification Form will have the following information:

- A. Vehicle make, model
- B. Length
- C. Width
- D. Height
- E. Gross Volume in cubic yards
- F. Reduction areas such as wheel wells to reduce volume areas in cubic yards
- G. Net volume in cubic yards
- H. Tag number of vehicles
- I. VIN number of vehicles
- J. Vehicle type

- K. Driver of vehicle name (printed) and signature
- L. Sub-Contractor representative's name (printed) and signature
- M. Certification monitor's name (printed) and signature certifying vehicle
- N. Date
- O. Vehicle certification number

3. Contractor's Project Manager or designee shall review all truck certification forms with the debris contractor to assure completeness and accuracy of each form before forwarding to the Debris Monitoring Coordinator or designee.

**TASK 6 - Public Information Assistance**

- 1. Contractor shall provide regular status updates to the Debris Monitoring Coordinator for public information use.
- 2. Contractor shall provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the Debris Monitoring Coordinator to be resolved with the debris contractor(s). A weekly log of such complaints and their resolution shall be provided to the Debris Monitoring Coordinator. Property damage complaints must be tracked. A geodatabase shall be provided to the City with weekly updates. Upon request of the City, the Contractor may also be called upon to provide appropriate staffing of a customer call center to assist with public telephone inquiries, concerns and complaints regarding debris removal operations.
- 3. Contractor shall provide the Debris Monitoring Coordinator and the debris contractor(s) with daily Disaster Debris Status Reports. Each report should contain the following:
  - A. Overview of daily activities including status of damage complaints
  - B. Cumulative debris tally by debris site
  - C. Cumulative debris tally by day
  - D. Summary of monthly debris removal efforts (cumulative and by debris site)
  - E. Summary of mulch removal efforts (cumulative and by debris site)
  - F. Summary of mixed/construction & demolition removal efforts (cumulative and by debris site)
  - G. Stump volume by site
  - H. Debris site status
  - I. Labor force report
  - J. Debris site processing equipment summary

This reporting is due no later than 12:00 noon the following business day or as requested by the City.

4. Contractor should track collection status via GIS. A geodatabase should be provided to the City with weekly updates. The geodatabase should show areas currently being collected, debris pass number, as well as areas to be collected for the upcoming week and the debris contractor who completed the pass. The personal geodatabase is due to the City by noon (12:00 P.M.) every Monday. Maps, if requested, should be provided in various sizes and quantities as determined by the Debris Monitoring Coordinator.

**TASK 7 - Database Reporting**

- 1. Contractor shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data, including any scanned paper load ticket images and photos, vehicle certifications, etc., into electronic formats to support federal, (FEMA and FHWA), state and local reimbursements, and subsequent audits.
- 2. Contractor shall create a database to include all information on debris removal and disposal including but not limited to:
  - A. Complete load ticket information,

- B. Vehicle certification information,
- C. Stump removal information,
- D. Hanger removal data,
- E. Leaner removal information.

Any electronic reporting from this database must be provided in a format to be specified by the City, based on commonly available software. The database created by the Contractor shall be given to the City with user documentation at the conclusion of the event. The Contractor shall assure the City can navigate, perform searches and produce reports from the final database.

#### **TASK 8 – Payment Monitoring and Reconciliation Process**

1. The Contractor shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the City, debris contractor(s) and FEMA representatives.
2. Contractor shall review, validate and reconcile debris removal contractor(s) invoices prior to submission to the City for processing. The invoices shall be reviewed by the Contractor to be accepted or rejected in a timely manner. All invoices from the debris contractor(s) shall be directed to the Contractor. The Contractor shall issue, in writing to the City and the debris contractor, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the monitoring Contractor shall clearly state the reasons for rejection and work with the debris contractor to resolve immediately. Only invoices that are accurate and complete will be forwarded to the Debris Monitoring Coordinator for payment.

#### **TASK 9 – Other Public Assistance Related Services**

1. Contractor shall assist the City in reviewing and processing requests for payment by the debris removal and disposal contractor(s) as well as in preparing final reports necessary for reimbursement by GEMA, FEMA, FHWA (Federal Highway Administration) and other applicable state and federal agencies by City staff and designated debris removal and disposal Contractor(s).
2. Contractor shall assist in ensuring that processing of federal and state funding is done as quickly as possible, by verifying the following information is accurate and promptly provided:
  - A. Review of debris contractor invoices
  - B. Monitoring information
  - C. Project Status Reports
  - Completed Load tickets
  - E. Contractor payroll
  - F. Review of debris contractor equipment hours of operation
  - G. Vehicle certifications
  - H. Start and end dates of the first debris removal pass and all subsequent passes
3. Contractor shall provide professional oversight to monitor compliance with environmental and transportation regulations, FEMA reporting requirements, and any other federal, state, or local regulation that pertains to debris recovery operations. The Contractor shall stay current with FEMA and FHWA policies and procedures and notify the Debris Monitoring Coordinator immediately as changes occur.
4. Contractor should be capable of providing a 1-800 service number to respond and report on resident inquiries during the performance of debris removal and disposal activities.

# REQUEST FOR PROPOSAL

## DEBRIS MONITORING SERVICES FOR THE CITY OF BRUNSWICK

### SECTION D

#### DELIVERABLES

##### 1. GENERAL

Based on the results of the scope of services required, the following deliverables are required.

##### **Assignment 1 – General Debris Monitoring and Reporting Services**

1. Prepare and submit a detailed Debris Monitoring and Reporting Plan as described in the Statement of Work, Task 1.
2. Provide a Project Manager as described in the Statement of Work, Task 1.
3. Facilitate daily meetings, prepare and provide a report as described in the Statement of Work, Task 1.
4. Prepare and provide annual training to all pertinent City staff as described in the Statement of Work, Task 1.
5. Prepare and provide all records needed by FEMA for reimbursement to the City. Provide assistance to pertinent City staff with preparation of all FEMA required forms necessary for reimbursement to the City.

##### **Assignment 2 – Collection Monitoring**

1. Prepare and provide a Quality Control Program Manual to pertinent City employees as described in the Statement of Work, Task 2.

##### **Assignment 3 – Debris Load Ticket Process**

1. Provide all items needed to deliver an electronic debris management system to the City as described in the Statement of Work, Task 3.
2. Provide all multi-copy, paper tickets which will be turned over to the City, along with any and all electronic tickets, at the end of the project as described in Statement of Work, Task 3.

##### **Assignment 5 – Debris Vehicle Certification**

1. Prepare and submit an original certification and photograph on each vehicle as described in Statement of Work, Task 5 which will be turned over to the City at the end of the project.
2. Provide a copy of the above to the debris removal contractor and the vehicle driver as described in the Statement of Work, Task 5.

##### **Assignment 6 – Public Information Assistance**

1. Prepare and provide daily Disaster Debris Status Reports and weekly Geodatabase reports to the City Debris Monitoring Coordinator and debris contractor(s) as described in the Statement of Work, Task 6.



## **Assignment 7 – Database Reporting**

1. Create and provide a reporting database to the City Debris Monitoring Coordinator as described in the Statement of Work, Task 7.

## **Assignment 8 – Payment Monitoring and Reconciliation Process**

1. Conduct a meeting with pertinent City staff, debris contractor(s) and FEMA representatives at the onset of the debris monitoring services as described in the Statement of Work, Task 8 and other sections within this RFP.

**-End of This Section –**

**REQUEST FOR PROPOSAL**

**DEBRIS MONITORING SERVICES FOR THE CITY OF BRUNSWICK**

**SECTION E**

**PROPOSAL FEE SCHEDULE**

**PROPOSAL FROM:**

**COMPANY NAME:**

\_\_\_\_\_  
**COMPANY ADDRESS:**  
\_\_\_\_\_  
\_\_\_\_\_

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Proposal Price and within the Proposal Times indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Invitation and Instructions to Proposers, including without limitation those dealing with the disposition of Proposal security. This Proposal will remain subject to acceptance for 60 days after the day of Proposal opening, or for such longer period of time that Proposer may agree to in writing upon request of Owner.
3. In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:
  - (a) Proposer has examined and carefully studied the Plans (if any), Specifications for the work, Deliverables and contractual documents relative thereto, and has read all Technical Provisions, Supplementary Conditions, and General Conditions, furnished prior to the opening of Proposals; that Proposer has satisfied himself relative to the work to be performed.
  - (b) Proposer further acknowledges hereby receipt of the following Addenda:

ADDENDUM NO.	DATE

**Proposers are advised that it is their responsibility to verify that any and all amendments have been received prior to submission of the Proposal. In case any Proposer fails to acknowledge receipts of any such amendments in the space provided on the Proposal form, the Proposal will nevertheless be construed as though the amendment have been received and acknowledged, and the submission of the Proposal will constitute acknowledgement of the receipt of amendments.**

- (c) Proposer has visited the site and become familiar with and is satisfied as to the general, local

and site conditions that may affect cost, progress, performance and furnishing of the Work;

- (d) Proposer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- (e) Proposer is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Proposal is submitted as indicated in the Proposal Documents.
- (f) Proposer has correlated the information known to Proposer, information and observations obtained from visits to the site, reports and drawings identified in the Proposal Documents and all additional examinations, investigations, explorations, tests, studies and data with the Proposal Documents.
- (g) Proposer has given City Contract Administrator, if any, written notice of all conflicts, errors, ambiguities or discrepancies that Proposer has discovered in the Proposal Documents and the written resolution thereof by City Contract Administrators acceptable to Proposer. The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.
- (h) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from Proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner. **The Proposer's signature below certifies that there is no risk of potential conflicts of interest and particularly conflicts of interest under FEMA guidelines that should prevent the City from entering into a Contract with your firm pursuant to this RFP.**

4. Proposer will complete the Work in accordance with the Contract Documents for the following price(s):

<b>ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>HOURLY RATE</b>
001	<i>Debris Management Sites (DMS) Monitors</i>	
002	<i>Temporary Debris Storage &amp; Reduction Sites (TDSRS) Monitors</i>	
003	<i>Roving Monitors</i>	
004	<i>Project Manager</i>	
005	<i>Operations Manager</i>	
006	<i>FEMA Coordinator</i>	
007	<i>Scheduler/Expeditors</i>	
008	<i>GIS Analyst</i>	
009	<i>Field Supervisor</i>	
010	<i>Environmental Specialist</i>	
011	<i>Projector Inspectors (Load Ticket Data Entry Clerks/QA/QC</i>	
012	<i>Billing and Invoice Analysts</i>	
013	<i>Data Analysts</i>	
014	<i>Training and Assistance - Sessions shall be for all key personnel, monitoring personnel, and/or assistance in all disaster debris recovery monitoring efforts as requested</i>	<i>Price Included</i>
015	<i>Clerical Staff/Data Entry Clerk</i>	
016	<i>Cost of Travel and Lodging (based on Federally approved rates and limitations. See note below)</i>	
017	<i>Profit</i>	
018	<i>Subcontracts (including comparable breakdown of costs as indicated above)</i>	
019	<i>Miscellaneous and Reimbursable Expenses</i>	

**\*\*NOTE\*\*** *Travel Reimbursement will be incorporated in the price of each Task Number as each Proposer deems necessary and will be made in accordance to the U.S. General Services Administration as found at <http://www.gsa.gov/portal/category/100120> and <http://www.gsa.gov/portal/contnt/100715>.*

**\*\*\*NOTE\*\*\*** The hourly prices listed above is to be inclusive to perform all Statement of Work and Deliverables as described within this RFP.

**Note:** *While it is your responsibility to include all required documents you are reminded that, you must attach the following documents to this Proposal form and you must acknowledge the following:*

- Proposal Form**
- Proposal Bond**
- Representation**
- Oath**
- Acknowledge Addendum/Amendments**

- ❑ **Georgia Security and Immigration Compliance Act Requirements as required (Failure to return required documents with your Proposal will render your Proposal non-responsive.)**
- ❑ **Request for Local Preference Consideration (ensure all necessary documents are submitted with proposal).**
- ❑ **List Describing the Direct Labor Cost to be entitled Direct Labor Costs**
- ❑ **List Describing the Breakdown of Costs for Subcontracts to be entitled Subcontracts Breakdown Costs.**
- ❑ **List Describing the Miscellaneous and Reimbursable Expenses to entitled Miscellaneous and Reimbursable Expenses**

5. Proposer accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.
6. The following documents are attached to and made a condition of this Proposal:
  - (a) Required Proposal Security in the form of 5% of the Proposal Total Price.
7. The undersigned further agrees that in case of failure on his part to execute the said contract and the Bond within fifteen (15) consecutive calendar days after written notice being given of the award of the contract, the check or Proposal bond accompanying this Proposal, and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure, otherwise, the check or Proposal bond accompanying this proposal shall be returned to the undersigned.
8. Communications concerning this Proposal shall be addressed to:

The City of Brunswick, Georgia  
 Purchasing Division  
 Attn: Alakenisa Thorpe  
 601 Gloucester Street City Hall  
 Brunswick, Georgia 31520  
 Voice: 912 267-5538  
 Email: athorpe@cityofbrunswick-ga.gov

9. Terms used in this Proposal which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions of Instructions.

SUBMITTED on \_\_\_\_\_, 2022

**COMPANY REPRESENTATIVE'S NAME:**

\_\_\_\_\_  
**TITLE:**

**Comments:** \_\_\_\_\_

**\*\*NOTE\*\* The Contractor may use other required positions as necessary with the written approval of the City's Project Manager. All such positions and applicable hourly rates shall be attached to the Proposal Fee Schedule on a document entitled ADDITIONAL STAFF.**

-End of Section-

**OATH**  
**(To be submitted)**

State of Georgia  
City of Brunswick

I, \_\_\_\_\_ (name of individual), solemnly swear that in the procurement of the contract for **Debris Monitoring Services for The City of Brunswick**, that neither I, nor any other person associated with me or my business, corporation or partnership, has prevented or attempted to prevent competition in the Proposals or proposals of said project or from submitting a Proposal or proposal for this project by any means whatever.

Lastly, I swear that neither I, nor any other person associated with me, or my business, Corporation or partnership has caused or induced any other Proposer or Proposer to withdraw his/her Proposal or proposal from consideration for this project. Said oath is filed in accordance with the requirements set forth in O.C.G.A. § 36-91-21 (e).

This day of, 2022.

Name of Party  
Corporate or Partnership Name

Sworn to and subscribed  
before me this \_\_\_\_\_ day of, \_\_\_\_\_, 2022.

NOTARY PUBLIC  
My Commission Expires:

(SEAL)

# REQUEST FOR PROPOSAL

## DEBRIS MONITORING SERVICES FOR THE CITY OF BRUNSWICK

### SECTION F

#### PROPOSAL REQUIREMENTS

##### 1.0 INTRODUCTION

###### 1.1 *Overview:*

The Proposers shall provide detailed information to demonstrate their understanding of the services requested. Work will consist of the location and site analysis-conceptual planning, preliminary planning, and construction plan development. Submission is to be created as per the required scope of work location in Part C, Section 3.0 located within this Request for Proposal.

###### 1.2 *Documents:*

**The City of Brunswick is not interested in elaborate brochures.** All documents will be typewritten on standard 8-1/2" x 11" white paper bound in three-ring binders in two volumes (Volume 1 – Technical Proposal and Volume II – Cost Proposal). Exception would be schematics, exhibits, photographs or other information necessary to facilitate the City's ability to accurately evaluate the proposal. The Proposers are to submit one (1) original and four (4) copies of Volume 1 – Technical Proposal and one (1) original Fee Proposal. **1 USB drive containing both technical and fee proposal.**

###### 1.3 *Submission:*

The Proposers shall package and seal its proposals so that they will not be damaged in mailing. Technical and Fee proposals are to be packaged and sealed **separately**. Proposers are reminded that under Georgia law, all **opened** documents fall under the open records act and are subject to inspection by the public. Proposers are reminded that documents and information in the possession of The City of Brunswick will be treated as confidential/proprietary information only to the extent permitted by the Georgia Open Records Act and will be exempt from disclosure to a third party only to the extent permitted by the Georgia Open Records Act. Should you believe that your Proposal contains any trade secrets you must submit an affidavit, along with the Proposal/proposal, that states that specific portions of the Proposal/proposal contain trade secrets as defined by Georgia law (Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia). Furthermore, the **affidavit must be detailed, citing specifically (citing paragraphs, articles, provisions, pages, etc.)** the portions of the Proposal/proposal containing any trade secrets. Accordingly, proprietary information and/or data cannot be withheld from public inspection. All proposals and supporting documents will be submitted in accordance with the **"Instructions to Proposers"** Section.

A prospective service provider's response shall include, at a minimum, the following information. 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, in the applicable tab, the information/documents specified. Proposals that do not adhere to the following format or include the required information/documents may be considered incomplete and therefore non-responsive.

#### **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 Proposers, their title(s), address(es), telephone, and e-mail address. 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.

## **TAB 2— EXPERIENCE and ABILITY**

This RFP is for debris monitoring service for The City of Brunswick. The City has the right to increase or decrease the Contractor's assignment and/or areas of operation within the scope of this contract.

The proposal should provide a detailed outline of how work will be accomplished.

At a minimum the proposal should include the following information:

- Organizational Chart
- Information describing company's technical and analytical capabilities
- Training and experience (list all certifications)
- Equipment resources (company versus sub-contractor owned)
- List of sub-contractors and specific duty assignment and resume for each sub-contractor per FEMA and FHWA requirements
- Listing of all existing, and those completed within the past five years, debris management, monitoring and reporting services related contracts

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

- Capacity and Plan for mobilization
- Subcontracting participation in the Contractor's plan (provide a sub-contracting plan)
- Ability to track and record all work for invoices and auditing purposes
- Other unique services your company can provide

Include any pertinent information needed to determine the Proposer's expertise and ability to perform the anticipated work in relation to the many procedures and requirements of the FEMA, particularly in the area of FEMA public assistance.

## **TAB 3— Past Performance**

The proposal will address how the Proposers have previously managed tracking the information required in the scope of work.

The Proposers 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 (5) years with these or any other contract for similar work.

## **TAB 4— Understanding and Approach of Project Requirements**

The Proposers shall provide their interpretation of what is required to meet the needs of the City. The Proposer will use this document to provide their knowledge and experience to develop their understanding of this project. The Proposers are urged to develop scenarios or examples to fully explain their position. A detailed description of the Contractor's project approach including elements to be performed by the Contractor and elements expected to be performed by City staff.



## **TAB 5— Sample of a Debris Monitoring Plan**

The Proposers shall provide a sample of a debris monitoring plan of a similar size and specification for which a contract was awarded. This design is to include a report similar to the Statement of Work detailed in this RFP. Please remember to submit an affidavit for any and all information declared a Trade Secret as directed in Section F, 1.0, 1.3 of this RFP.

## **TAB 6 - ADDITIONAL PROPOSAL REQUIREMENTS**

The Debris Monitoring Team to be provided by the Contractor(s) should include, but not be limited to, the following positions:

- Project Manager
- Operations Managers
- FEMA Coordinator
- Scheduler/Expeditors
- GIS Analyst
- Field Supervisors
- Debris Sites, Towers, and Roving Monitors
- Environmental Specialist
- Project Inspectors (Load Ticket Data Entry Clerks/QA/QC)
- Billing and Invoice Analysts
- Data Analysts

It is to be noted that the final determination of staffing will be made by the City depending on need.

All Monitors must be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States and be capable of climbing a staircase ladder ten (10) feet high.

The Contractor may use other required positions as necessary with the written approval of the City's Project Manager. All such positions and applicable hourly rates shall be attached to the Proposal Fee Schedule on a document entitled ADDITIONAL STAFF. **Do not list any fees in the Technical Proposal in any way. This will render your proposal non-responsive.**

The successful firm and the City will enter into a contract for services. This contract may need to be reviewed by FEMA to ensure expenses are FEMA reimbursable. Describe in detail how your firm will comply with this requirement. The selected firm will be required to notify the City if at any time any service provided by the selected firm under the terms of the contract are not expected to be eligible for reimbursement by FEMA, in the selected firm's professional opinion. Include a statement as to whether your firm has the level of expertise to fulfill this requirement, as well as a detailed explanation of the procedures your firm will implement to fulfill this requirement.

Please include a statement in in this section detailing the ability to meet the requirement that all documents generated pursuant to this contract shall be in compliance with FEMA regulations.

## **2.0 PROPOSAL EVALUATION FACTORS**

It is the City's intent to evaluate the proposals based on technical merit and price. It is the intent of the City to choose the Proposer whose proposal provides the highest value to the City. The City reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the City's opinion, such rejection is in the best interests of the City. The City reserves the right to seek Additional/supplemental representation on specific issues as needed.

## 2.1 Technical Evaluation Method

Each proposal will be reviewed by a team of qualified individuals. Their proposal review and evaluation will be subjective; however, the weighting values are established to minimize that subjectivity. The following delineates the value attributed to each section.

<u>SECTION</u>	<u>WEIGHT</u>
Company/Personnel Experience	24%
Project Understanding/Approach	25%
FEMA Knowledge	26%
Technical Total:	75%
Fee	25%
Total	100%

Note: While the evaluation team will review the proposal in its entirety and may consider anything that they find relevant, particular emphasis is placed on the following:

**FEMA Knowledge**- knowledge the FEMA's Public Assistance Program and the latest editions of the following:

- a. Public Assistance Guide (FEMA 322)
- b. Applicant Handbook (FEMA 323)
- c. Public Assistance Debris Management Guide (FEMA 325)
- d. Public Assistance Debris Monitoring Guide (FEMA 327)
- e. Debris Estimating Field Guide (FEMA 329)
- f. FEMA's Recovery 9500 Series
- g. FEMA Disaster Assistance Policies
- h. FEMA PA Program guidelines
- i. FEMA Recovery Fact Sheet RP9580.201
- j. Memorandum of Understanding for Contaminated Debris Management between FEMA, EPA, and USACE
- k. City's Debris Management Plan and contract with the City's current debris removal contractor

**Company Experience**-detailed information relative to Proposer's general qualifications as well as qualifications specific to this project; past performance record on similar work, corporate history and team organization.

**Project Understanding**-provision of adequate, specific, information regarding the Proposer's technical approach to this project. Such information shall include, but not be limited to:

- Specific technical approach information
- Proposed sub-contractors
- Personnel experience-general as well as specific qualifications and experience of individuals.

## 3.0 Cost Proposal

Each Proposer is required to submit a cost proposal as part of its response. The cost proposal will be

evaluated and scored in accordance with scoring criteria. By submitting a response, the supplier agrees that it has read, understood, and will submit a Proposal by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the resulting contract; and
2. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the RFP, will be treated as non-responsive and may not be considered for award; and
3. In the event there is discrepancy between the Proposer's unit price and extended price, the unit price shall govern;
4. In the event there is a discrepancy between (1) the Proposer's pricing as quoted on the RFP's provided cost worksheet and (2) the Proposer's pricing as quoted by the Proposer in one or more additional documents, the former shall govern; and
5. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the RFP or contract.

### **3.1 Cost Structure and Additional Instructions**

The City's intent is to structure the cost format in order to facilitate comparison among all Proposers and foster competition to obtain the best market pricing. Consequently, the City requires that each Proposer's cost be in the format outlined below. Additional alternative cost structures will not be considered. Each supplier is cautioned that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the supplier's proposal.

Enter all information directly into the cost sheet(s). Enter numbers on each cost sheet in "number" (two-place decimal), not "currency" or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no offer".

Based on the total score of the Technical and Cost proposals, the Board of Commissioners may choose a Proposers with whom to negotiate the final project methodology / scope, fees, and schedules with a view toward entering into a contractual agreement. **This RFP Technology/Cost split will be 75/25.**

**NOTE:** The BOC reserves the right to accept a proposal, as submitted, and enter directly into a contractual agreement with that selected Proposers. Accordingly, it is imperative that all Proposers present their best technical and cost offers in their initial submission.

### **4. ORAL PRESENTATION**

Following the evaluation of the proposals, the Team, may request the top-ranking firm(s) to make an oral presentation and/or be interviewed. If a determination is made that presentations are necessary, they will take place in Brunswick, Georgia at a mutually acceptable date and time that will be promulgated by the Contract Administrator.

### **5. NEGOTIATIONS**

Following any presentations, the finalist(s) shall be re-evaluated. Should it become necessary, the Contract Administrator shall negotiate with the Proposer(s) whose proposal(s) is/are determined to be most advantageous to the City.

### **6. CONTRACT FORMATION**

If the negotiation produces mutual agreement, the draft contract provided herein shall be constructed

and forwarded to the successful Proposer for execution and then to the City's Board of Commissioners for acceptance. The draft contract format will be the **only** acceptable document for execution. The Proposers are cautioned not to introduce its format or suggest an association's format, e.g. "AIA". **The City of Brunswick will not entertain or accept any exceptions or amendments to the contract format provided.**

In accordance with 44 CFR Part 13.36(f)(4), cost plus percentage of cost contracts shall not be used. Use of such contracts may result in FEMA limiting the grant to an amount determined to be reasonable based on the eligible work performed.

Contracts that are awarded by an applicant to debarred contractors are prohibited pursuant to 44 CFR 13.35; thus, no Federal funding can be awarded for eligible work completed

*-End of This Section-*

**REPRESENTATION AFFIDAVIT  
(TO BE SUBMITTED)**

This proposal is submitted to The City of Brunswick, Georgia Board of Commissioners (City) by the undersigned who is an authorized officer of the company and said company is licensed to do business in Georgia and The City of Brunswick. Further, the undersigned is authorized to make these representations and certifies these representations are valid. The Proposer recognizes that all representations herein are binding on the Company and failure to adhere to any of these commitments, at the City's option, may result in a revocation of the granted contract.

Consent is hereby given to the City to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the Proposer.

The Proposer understands that, at such time as the City decides to review this proposal, additional information may be requested. Failure to supply any requested for information within a reasonable time may result in the rejection of the Proposer's proposal with no re-submittal rights.

The successful Proposer understands that the City, after considering the legal, financial, technical, and character qualifications of the Proposer, as well as what in the City's judgment may best serve the public interest of its citizens and employees, may grant a contract.

The successful Proposer understands that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same, and is in all respects fair and without collusion or fraud. I understand that collusive Proposals is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Company Name: \_\_\_\_\_

Authorized Person: \_\_\_\_\_ Signature: \_\_\_\_\_  
(Print/Type)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Name and telephone number of person to whom inquiries should be directed:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

## **GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT**

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-01-02 by executing the Contractor Affidavit in accordance with the requirements of the Georgia Security & Immigration Compliance Act.

***-Affidavit to Follow-***

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

***(Failure to submit will render Proposal non-responsive You must use this form, you must be enrolled in this program, you must include your user ID #)***

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 City of Brunswick has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with O.C.G.A. § 13-10-91. Further, the undersigned contractor states affirmatively that the individual, firm, or corporation contracting with The City of Brunswick will continue to utilize and participate in the EEV federal work authorization program throughout the term of this contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with The City of Brunswick, 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 provided by The City of Brunswick. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to The City of Brunswick at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE DAY OF \_\_\_\_\_,  
2022.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Note: 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 (SS)

## GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

### **Instructions:**

In the event that your company is awarded the contract for this project and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). your company must provide a copy of each such affidavit to The City of Brunswick Board of Commissioners, Purchasing Division, with the executed contract documents.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by The City of Brunswick Board of Commissioners at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

***-Affidavit to Follow-***



**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with (\_\_\_\_\_) (name of contractor) on behalf of The City of Brunswick has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

\_\_\_\_\_  
EEV Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE DAY OF \_\_\_\_\_,  
2022.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE**

**EEO Plan:** The successful Proposer will develop and implement an EEO policy that, as a minimum, will recruit, hire, train, and promote, at all levels, without regard to race, color, religion, national origin, sex, or age, except where sex or age is a bona fide occupational qualification.

**EEO For Veterans/Handicapped:** The successful Proposer will also provide equal employment opportunities for qualified disabled veterans, handicapped persons and veterans of the Vietnam Era.

**EEO For Successful Proposer Programs:** The successful Proposer, will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and successful Proposer-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory. That these decisions are administered on the basis of an evaluation of an employee's eligibility, performance, ability, skill and experience.

**EEO Acquisitions:** The successful Proposer will develop and implement a policy that will give equal opportunity to the purchase of various goods and services from small businesses and minority-owned businesses.

<b>Does the Proposer have the above EEO policy in place?</b>	<b>Y</b>	<b>N</b>

If the answer to the above is no, will the Proposer have such a policy in place prior to commencing work on this project:	<b>Y</b>	<b>N</b>

**Statement of Assurance:** The Proposer herein assures the City that it is in compliance with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it does not on the grounds of race, color, national origin, sex, age, handicap, or veteran status, discriminate in any form or manner against employees or employers or applicants for employment and is in full compliance A.D.A.

\_\_\_\_\_  
(Firm's Name)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_/\_\_\_\_\_  
(Title) (Date)

**LEGAL AND CHARACTER QUALIFICATIONS**

**Convictions:** Has the Proposer (including parent corporation, if applicable) or any principal ever been convicted in a criminal proceeding (felonies or misdemeanors) in which any of the following offenses were charged?

		Y	N
a	Fraud		
b	Embezzlement		
c	Tax Evasion		
d	Bribery		
e	Extortion		
f	Jury Tampering		
g	Anti-Trust Violations		
h	Obstruction of justice (or any other misconduct affecting public or judicial officers' performance of their official duties)		
i	False/misleading advertising		
j	Perjury		
k	Conspiracy to commit any of the foregoing offenses		

**Civil Proceedings:** Has the Proposer or any principal ever been a party, or is now a party, to civil proceeding in which it was held liable for any of the following?

		Y	N
a	Unfair/anti-competitive business practices		
b	Consumer fraud/misrepresentation		
c	Violations of securities laws (state and federal)		
d	False/misleading advertising		
e	Violation of local government ordinance		

**License Revocation:**

	Y	N
Has the Proposer or any principal ever had a business license revoked, suspended, or the renewal thereof denied, or is a party to such a proceeding that may result in same?		

**Responses:** If "yes" is the response to any of the foregoing, provide Information such as date, court, sentence, fine, location, and all other specifics for each "yes" response.

---



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**Principals:** The full names and addresses of persons or parties interested in the foregoing Proposal, as principals, are as follows:

**NAME**

**ADDRESS**

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**References:** The Proposer lists below work he has done of similar nature as this solicitation, as references that will afford the City opportunity to judge as to experience, skill, business standing, and financial ability.

<b>CONTACT PERSON</b>	<b>TITLE</b>	<b>PHONE NUMBER/EMAIL</b>

***-End of This Section-***

**PROPOSAL BOND**  
*(Turn this form in with the bond)*

**STATE OF GEORGIA**

**CITY OF BRUNSWICK**

KNOW ALL MEN BY THESE PRESENT, that we, \_\_\_\_\_

\_\_\_\_\_, as Principal, and

\_\_\_\_\_, as Surety, are held and firmly

bound unto The City of Brunswick, Georgia in the sum of \_\_\_\_\_

Dollars (\$\_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assign, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the City a Proposal for:

**Debris Monitoring Services for The City of Brunswick**

NOW THEREFORE, the conditions of this obligation are such that if the Proposal be accepted, the Principal shall, within fifteen days (15) days after receipt of conformed contract documents, execute a contract in accordance with the Proposal upon the terms, conditions and prices set forth therein, and in the form and manner required by the City and executed a sufficient and satisfactory Performance Bond and Payment bond payable to the City, each in an amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to the City, then this obligation shall be void; otherwise, it shall be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all to the foregoing requirements within the time specified above, immediately pay to the aforesaid City, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

This bond is given pursuant to and in accordance with the provisions of Section 23-1705 et seq of the Code of Georgia, as amended by the Act approved February 27, 1956, and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on

this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

PRINCIPAL: \_\_\_\_\_

Signed and sealed in the presence of:

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Seal)

1. \_\_\_\_\_

2. \_\_\_\_\_

-----

SURETY: \_\_\_\_\_

Signed and sealed in the presence of:

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Seal)

1. \_\_\_\_\_

2. \_\_\_\_\_

**CONTRACT FOR SERVICES  
BY AND BETWEEN  
CITY OF BRUNSWICK BOARD OF COMMISSIONERS  
AND**

---

This Agreement made and entered into by and between The City of Brunswick, Georgia, party of the first part (hereinafter called the "City") and \_\_\_\_\_ party of the second part (hereinafter called the "Contractor"); and

WHEREAS The City of Brunswick Board of Commissioners at their \_\_\_\_\_, 2022 meeting awarded the Proposal for the herein after referred to as the Project and;

WHEREAS the Contractor and the City for the consideration hereinafter named, agree and acknowledge that:

**Part A: Contract Form**

ARTICLE 1. The Contractor agrees to provide all the staff, facilities, materials, equipment and labor necessary to carry out, in good faith, the complete requirements of the project specified as **Debris Monitoring Services for The City of Brunswick**, in strict conformity with all sections of Solicitation RFP #00914, hereinafter set forth, whose program services together with the Contractor's Proposal, the Advertisement for Proposals, Instructions to PROPOSERS, General Conditions, Representations, this Agreement, and all addenda hereto annexed, shall form essential parts of this Agreement as if fully contained herein.

ARTICLE 2. The Contractor agrees to commence the project included in this Contract on a date to be specified in a written Notice to Proceed.

ARTICLE 3. The City agrees to pay the Contractor, in current funds, for the performance of this Contract the sum of \_\_\_\_\_ **Dollars** ( \_\_\_\_\_ ), which sum shall also pay for all loss or damage arising out of the nature of the project aforesaid, or from unforeseen obstructions or difficulties encountered in the performance of the project and for all expenses incurred by, or in consequence of the project, its suspension or discontinuance, and for well and faithful completion of the project and the whole thereof, as herein provided.

ARTICLE 4. The City and Contractor agree that the Specifications, and all Addenda thereto together with this Agreement, form the Contract and that such Specifications are as fully a part of the Contract as if attached or herein repeated. The Contractor, recognizing the particular requirements of the City budgetary process, agrees to waive the terms of O.C.G.A. Section 13-11-1 et seq., known as the "Georgia Prompt Pay Act". Contractor agrees that the work and services required by this contract may require inspection and approval of the City's engineers or consultants and that the time for payment shall be tolled for a reasonable time as required for said inspection and approval. Contractor further agrees to toll the time for payment hereinafter for an additional and reasonable period of time for the Contract Technical Representative overseeing the project or work contemplated by this agreement to approve the work and/or services performed. Once the necessary installation and approvals by the engineers or consultants and Contract Technical Representative have been made, the City shall have 30 working days from approval by the City as necessary to allow the City to evaluate the completeness and accuracy of monies due. A ten (10%) percent retainage may be instituted by the City at any time in accordance with laws of the State of Georgia.

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the City, Engineer, Engineer's Consultants and the Officers, Directors, Employees, Agents, and other Consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the Contractor, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be

liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

This agreement consists of parts.

Part A:	Contract Form
Part B:	Affidavit of Payment of Claims
Part C:	Certificate of Insurance
Part D:	Drug Free Workplace
Part E:	<i>Special Conditions</i>
Part F:	<i>Scope of Work/Deliverables</i>

Contractor agrees to perform the project as contemplated herein in a manner that does not jeopardize the safety of Contractor's workers, City personnel or any other person. In addition, Contractor agrees to perform the project contemplated herein in a manner that poses no threat to the environment or violates any federal, state, or local statute, ordinance, rule, or regulation regarding environmental concerns.

Contractor agrees to comply with the laws of Georgia which require authorization or licensing to conduct business in the State. Notwithstanding statutory exemptions or exclusions, Contractor agrees to subject itself to the jurisdiction and process of the Courts of the State of Georgia as to all matters and disputes arising or to arise under this Agreement and the performance thereof, including all issues relating to liability for taxes, licenses or fees levied by the State. Contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be brought in any court in The City of Brunswick, Georgia.

Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with said Secretary. Contractor, by the execution and delivery of this Contract, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in The City of Brunswick, Georgia and in any said action or proceeding. Contractor hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non convenes or any similar basis.

Contractor shall take affirmative action in complying with all federal and State requirements concerning provision of services or fair employment and treatment of all applicants for employment without regard to or discrimination based on race, color, religion, sex, national origin, or disabilities (particularly regarding the Americans with Disabilities Act.)

Contractor assumes sole responsibility for completion of the work undertaken pursuant to this Agreement. The City shall consider Contractor the sole point of contact regarding contractual matters. Sub-

contracting of any part of the work or service contemplated by this Agreement may not be entered in by Contractor without prior written approval by the City.

Contractors and all approved subcontractors shall compensate its employees, at a rate equal to or greater than the prevailing local wage rate in The City of Brunswick as determined and announced by the Wage and Hour Division of the U.S. Department of Labor.

To the fullest extent permitted by law, contractors and subcontractors shall comply with the Official Code of Georgia, Section 34-9-410 et seq., as amended from time to time. Proof of Certification of Drug Free Workplace Programs under the named statute shall accompany each Proposal for public improvements projects submitted to the City for consideration.

No assignment or transfer of this Agreement or any right accruing here under shall be made in whole or in part



by Contractor without the express written consent of the City.

A waiver by either party of any breach of the provisions hereof shall not be deemed a waiver of any succeeding breach of such provision or any other provision of this Agreement.

Should any term, provision or other part of this Agreement be declared illegal or unenforceable, it shall be excised or modified to conform to the appropriate laws or regulations, and the remainder of the Agreement shall not be affected but shall remain in full force and effect.

The provisions, covenants, and conditions in this Agreement apply to and bind the parties, their legal heirs, representatives, successors, and assigns.

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties hereto.

This Agreement constitutes the final and complete agreement and understanding between the parties regarding the subject matter hereof. All prior and contemporaneous Agreements and understandings, whether oral or written, are to be without effect in the construction of any provisions or term of this Agreement if they alter, vary, or contradict this Agreement.

The Contractor and the City, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

**Continue to Next Page**

**IN WITNESS WHEREOF:**

The parties hereto have executed this Agreement under their respective seals as of the date last written below in three (3) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original contract.

THE CITY OF BRUNSWICK, GEORGIA

By: \_\_\_\_\_  
Mayor Cosby H Johnson

Brunswick, Georgia  
**(Seal)**

Attest: \_\_\_\_\_  
Naomi Atkinson  
Title: City Clerk

Date: \_\_\_\_\_



**CONTRACTOR:**

**Company Name**

Signed and sealed in  
the presence of:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
**(Seal)**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

Attest: \_\_\_\_\_  
*(Corporate Secretary)*  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PART B**

**AFFIDAVIT OF PAYMENT OF CLAIMS  
(Submitted with Final Invoice)**

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_ appeared before me, \_\_\_\_\_,

a Notary Public, in and for \_\_\_\_\_, and being by me first duly sworn states that all subcontractors and suppliers of labor and materials have been paid all sums due them to date for work performed or material furnished in the performance of the contract between:

The City of Brunswick Board of Commissioners (City) and \_\_\_\_\_(Contractor), last signed \_\_\_\_\_, 202\_\_ for the **Debris Monitoring Services for The City of Brunswick.**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_  
(Seal)

Subscribed and sworn to before the \_\_\_\_\_ day

of \_\_\_\_\_, 2022

My commission expires on the \_\_\_\_\_ day

Of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

(Notary Seal)

**PART C  
STATEMENT OF INSURANCE COVERAGE**

This is to certify that \_\_\_\_\_  
**(Insurance Company)**

of \_\_\_\_\_  
**(Insurance Co. Address)**

has issued policies of insurance, as identified by a policy number to the insured name below, and that such policies are in full force and effect at this time. Furthermore, this is to certify that these policies meet the requirements described in the General Conditions of this project; and it is agreed that the insurer will endeavor, if allowed by the policy, to provide the Owner thirty (30) calendar days' notice of nonrenewal, cancellation, or termination of the coverage. Such notice shall be delivered to:

*The City of Brunswick Georgia Board of Commissioners, Purchasing Agent, 601 Gloucester Street, City Hall, Brunswick, Georgia 31520.*

It is further agreed that The City of Brunswick Board of Commissioners shall be named as an additional insured on the Contractors policy

1. Insured:
2. Project Name : **Debris Monitoring Services for The City of Brunswick**
3. Project Number:
4. Policy Numbers(s): \_\_\_\_\_

DATE: \_\_\_\_\_  
**(INSURANCE COMPANY)**

ISSUED AT: \_\_\_\_\_  
**(AUTHORIZED REPRESENTATIVE)**

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**NOTE: Please attach Certificate of Insurance form to this page  
(Attach any endorsements)**

**PART D**

**DRUG FREE WORKPLACE CERTIFICATION**

In order to have a drug- free workplace, a business shall:

Publish a statement notifying employees that the unlawful, manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

As a condition of working on the commodities or contractual services then under Proposal, the employee shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program if such in available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**

**Date:** \_\_\_\_\_

## PART E

### SPECIAL CONDITIONS

#### **01 - GENERAL CONDITIONS**

The General Conditions of the Contract shall apply to all work in this Contract except as otherwise specified in these Special Conditions. Requirements of these Special Conditions supersede those of the General Conditions.

#### **02 - PLANS**

The attached plans, if any, form a part of this contract:

#### **03 - TECHNICAL SPECIFICATIONS**

The "Technical Specifications" (hereinafter referred to as "Specifications"), must be complied with during the execution of this project. In the event a conflict between the "Plans" and these "Specifications" is discovered, the Contractor shall obtain clarification as to how to proceed from the Contract Technical Representative listed below. If the conflict is minor, the project may proceed with verbal agreement from both parties. Should the conflict be considered major by either party, a written agreement in the form of a change order or amendment must be executed.

#### **04 - NOTICE**

Notice requirements as stated herein shall be satisfied by posting written notice to the following representatives:

##### **A. Contract Administration**

The Contract Administrator for this Request for Proposal (RFP) shall be Regina McDuffie, City Manager. The Contract Administrator shall act as the City's Representative during the execution of any subsequent contract and related amendments. She will evaluate any contract disputes in a fair and unbiased manner. The decisions of the Contract Administrator shall be final and conclusive and binding upon all parties to the Contract. Any contractual questions arising during the proposal period or during the contract period(s) are to be addressed to the Contract Administrator at the following address:

City of Brunswick  
Attn: Regina McDuffie, City Manager  
601 Gloucester Street, City Hall  
Brunswick, GA 31520  
Phone:(912) 267-5500  
Email: [rmcduffie@cityofbrunswick-ga.gov](mailto:rmcduffie@cityofbrunswick-ga.gov)

##### **B. Contract Technical Representative**

The Contract Technical Representative is the City's day-to-day manager of the services contracted for. He shall provide the successful Proposer direction and monitor the results within the limits of the contract's terms and conditions. He will decide questions which may arise as to quality and acceptability of services performed. He shall judge as to the accuracy of quantities submitted by the Contractor in payment requests and the acceptability of the services which these quantities represent. He will be the point-of-contact for developing contract changes and amendments to be approved by the City and executed by the Contract Administrator. Any technical questions arising, subsequent to contract award, are to be addressed to the Contract Technical Representative at the following address:

City of Brunswick Department of Public Works  
Attn: Rick Charnock, Asst. Public Works  
Director  
601 Gloucester Street, City Hall  
Brunswick, GA 31520  
Phone: 912-267-5500  
Email: rcharnock@cityofbrunswick-ga.gov

**05-SPECIAL INSPECTIONS:** There are no “Special Inspections” required for this project.

***-End of this Section***

