WILSON COUNTY

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WILSON COUNTY FINANCE DEPARTMENT

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REQUEST FOR BIDS

Debris Monitoring, Disaster Recovery and Emergency Planning Services

Deadline for Receiving/ Opening Bids: March 25, 2020 at 2:00 pm Central Daylight Time

Wilson County (hereinafter the "County") are seeking proposals from qualified contractors to enter into a contract with a disaster recovery mitigation and debris management Consultant who will provide consulting and contract compliance monitoring services related to contracted disaster debris removal and disposal. The services provided by the Consultant will assist the County in satisfying the FEMA Public Assistance Debris Monitoring and Reporting Requirements.

Awarding of Bid

The County is soliciting bids for disaster recovery mitigation and debris management Consultant who will provide consulting and contract compliance monitoring services related to contracted disaster debris removal and disposal as otherwise described herein. Bids will be evaluated by the County.

The County may award the bid to the vendor demonstrating the most complete response and full compliance with the specifications of each item and in accordance with procurement requirements set forth by the Federal Government. The County is an Equal Opportunity Employer and encourages all small and minority-owned businesses to submit proposals.

The County reserves the right to offer an award based on any combination of factors it determines to be in the best interests of the County and the County's residents. Price may be a factor. but will not determine the awarding of the bid. The bid will be awarded to the "best bidder" and not the "low bidder". The County will make the determination of which bidder is the "best bid" and not the vendor.

The County may choose to conduct a pre-award discussion and/or pre-award/contract negotiation with the responsive and responsible Proposer(s) who after evaluation of the criteria is/are determined to best meet the needs of the County.

The County reserve the right to negotiate with the successful bidder on options or changes to the bid.

The County reserve the right to reject any and all bids.

The County will have a formal bid opening. The proposals will be reviewed and the vendors will be notified of the County's decision. A bid tab will be available.

The contract will be for one (1) year, with one (1) year extensions, if agreed upon by both parties. However, the County reserves the right to terminate the agreement at any time with a thirty (30) day notice.

SCOPE
The scope of this proposal is for an ***estimated minimum*** debris amount of 250,000 cubic yards. The amount of debris could exceed said estimate.

SMALL AND MINORITY OWNED BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS: The County are desirous of increasing opportunity for small, minority and women owned businesses. This is being accomplished through active recruitment of interested businesses and process evaluation.

The County are committed to ensuring full and equitable participation for all disadvantaged businesses. The County hereby solicit and welcome submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, the County strongly encourage the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information, contact Aaron Maynard, Wilson County Finance Director maynarda@wilsoncountytn.gov

References
The proposing vendor must provide at least 3 credible references that can attest to the quality, performance, and service associated with the vendor and its debris removal business. An agency name, contact person, telephone number, and email address should be provided for each reference. The County reserve the right to contact each reference and take their responses into account in making its decision on the "best bidder".

Proposers/bidders must be knowledgeable of all FEMA requirements and have dealt with FEMA in previous disasters. Vendors are required to provide details of at least two (2) major events in which they were involved, including, but not limited to, the size and scope of the event, services provided, examples of dealings with FEMA, and which may include references from government entities involved, and any other information related to the events that is relevant to this solicitation.

Vendor Questions
Any questions concerning this request for bids should be emailed to Aaron Maynard, Wilson County Finance Director at maynarda@wilsoncountytn.gov or call 615-443-2630

Instructions to Bidders

The County will not be responsible for any costs incurred by the vendor in preparing or submitting its response. All materials and documents submitted in the response shall become the property of the County and will not be returned

This bid specifications are to be considered as a minimum set of specifications and standards. Failure to provide adequate information to enable the County to evaluate the bidder, or proposed services, will be considered failure to meet bid requirements and may result in the elimination of the bidder's response.

Each service listed must be priced individually.

Failure on the part of a vendor to honor a bid which they have submitted will be considered breach of contract, and may result in said vendor being deemed ineligible to bid on future purchases and disqualified from any successful award on this bid. Vendors are encouraged to double check bid pricing to make sure it is accurate.

Bids must be sealed in an envelope or package, marked "Disaster Debris Monitoring Bid". Bids received after the bid cutoff date of **March 25, 2020 at 2:00pm**, will not be considered. Proposals must be mailed or delivered to:

Wilson County Finance Department
Attn: Debris Monitoring, Disaster
Recovery and Emergency Planning
Services
228 East Main Street / Suite 205
PO Box 248
Lebanon TN 37088-0248
(615) 443-2630

Warranty

All services provided by the vendor must have a 100% guarantee. If services are not performed as bid, the vendor shall be liable for any damages or loss of funds associated with the failure.

PROPOSAL FORMAT:

Proposers must succinctly respond in the format delineated below. Elaborate, irrelevant, or otherwise unnecessary information will not be considered.

The following information should be tabbed to identify the required information. Failure to submit this information may render your proposal non-responsive.

1. QUALIFICATIONS OF THE FIRM

   a. Provide a description and history of the proposer's or firm focusing on previous governmental experience. Only past experience as the prime contractor will be considered. Firm qualifications must include, at minimum, the following:

      i. Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.

      ii. Documented knowledge and experience coordinating with Federal, State and Local emergency agencies.

      iii. Experience representing local governments with various state and federal funding sources and reimbursement processes, including FEMA (Federal Emergency Management Agency), FHWA (Federal Highway Administration), and NRCS (Natural Resources Conservation Services).

      iv. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, sand recovery and beach remediation, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

   b. Provide three (3) references for which the proposer's business or firm has performed services within the past five (5) years that are similar to the requirements in the Scope of Services set forth hereinbelow. Provide the reference's name, address, telephone numbers, and dates of any pertinent contracts.

2. QUALIFICATIONS OF STAFF

Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and

disposal operations managers, FEMA reimbursement specialist, data manager, etc.) should be full time employees of the proposer and have experience, working for the proposer, in the following:

a. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.

b. Documented knowledge and experience of federal, state and local emergency agencies, state and federal programs, funding sources and reimbursement processes.

c. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

3. TECHNICAL APPROACH

Provide a description of the proposer's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the Board.

4. COST PROPOSAL

Each proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. All non-labor projected costs will be billed to the Board at cost without markup. All Per Diem Expenses shall be billed directly to the Board at a rate not to exceed the GSA Per Diem Allowance for the project area.

5. SELECTION CRITERIA

The following weighted criteria will be utilized to select the consultant awarded this contract.

Qualifications of Firm	25
Qualifications of Staff	25
Technical Approach	30
Cost Proposal	20
Total Score	100

REQUEST FOR PROPOSALS FOR DEBRIS MONITORING, DISASTER RECOVERY, AND EMERGENCY PLANNING SERVICES

I. GENERAL INFORMATION

A. Purpose

The County is soliciting proposals from qualified Consultants ("the Consultant") with expertise in Emergency Planning, Disaster Recovery and Debris Monitoring and Management. The qualified Consultant shall be responsible for Emergency Planning, Disaster Recovery and Hazard Mitigation activities that are inclusive of but not limited to managing and monitoring debris management projects, preparing Project Worksheets and Detailed Damage Inspection Reports, consulting with agencies to assure compliance with the Federal Programs as well as other applicable recovery and mitigation activities. In addition to having knowledge and experience in federal grant elements, the Consultant shall also have the ability and experience in conducting federal and state agency consultations, review of construction (engineering) plans, Project Worksheet and Detailed Damage Inspection Report Preparation, and grant closeout reporting.

B. Addendum to the Request for Proposals

1. This Request for Proposals shall not be modified in any way except by a written Addendum. Any such written Addendum shall be prepared by the County and shall be mailed, faxed or emailed to each Consultant recorded by County as receiving this Request for Proposals package. Any Consultant submitting a proposal must acknowledge the receipt of any and all written Addendums in the cover letter to the proposal.

C. Evaluation Criteria and Selection Process

1. Firms must meet the minimum qualifications and requirements set forth in Section II of this Request for Proposals. Respondents will be evaluated on the basis of the written material submitted.

II. QUALIFICATIONS

A. The Consultant shall be a full-service firm with a very high degree of professionalism and significant experience with these services.

B. The Consultant shall have extensive experience providing disaster recovery debris management and monitoring services to governmental entities.

C. It is preferred that the Consultant have experience working with FEMA Public Assistance Staff following a Presidentially Declared Major Disaster.

D. Bidders further acknowledge that compliance with FEMA guidelines is essential, and submissions should comply with 2 CFR § 200, et seq, and applicable FEMA Procurement Disaster Assistance Team (PDAT) guidelines.

III. CONTRACT PROVISIONS

DISASTER DEBRIS MONITORING SERVICES

The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, drainage areas/canals, waterways, and other public, eligible, or designated areas.

Specific services may include:

1. Coordinating daily briefings, work progress, staffing, and other key items with the County.
2. Scheduling work for all team members and contractors on a daily basis.
3. Hiring, scheduling, and managing field staff.
4. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
5. Develop forms, databases, etc. for tracking field activities, submitting invoices to FEMA, FHWA, TEMA etc. Such forms, databases and invoices must be compatible with County software and approved by the County.
6. Assisting the County with responding to public concerns and comments.
7. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
8. Entering load tickets into a database application.
9. Digitization of source documentation (such as load tickets).
10. Developing daily operational reports to keep the County informed of work progress.
11. Development of maps, GIS applications, etc. as necessary.
12. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
13. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA, TEMA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.
14. Provide monitors to monitor disaster debris removal contractors to ensure collection is conducted in accordance with County, FHWA, FEMA, TEMA and other required standards, including contractual provisions specified in County disaster debris collection contract. Ensure that only eligible debris quantities are being claimed for Public Assistance.
15. Provide monitors at designated check points to check and verify information on debris removal and at Debris Management Sites (DMSs) located throughout the County.

16. Debris monitors must have the ability to estimate debris quantities, differentiate between debris types, properly fill out load tickets and follow all safety procedures. Responsibilities of monitors include, but are not limited to:
    - Report issues to their direct supervisor which require action, such as safety concerns, debris removal contractor noncompliance and equipment use.
    - Properly and accurately complete and physically control load tickets.
    - Ensure that trucks are accurately credited for their load.
    - Ensure that trucks are not artificially loaded (ex: debris is wetted, debris is fluffed, not compacted).
    - Ensure that hazardous wastes are not mixed in loads.
    - Ensure that C&D debris is not mixed in loads of vegetative debris.
    - Ensure that all debris is removed from trucks at DMSs.
    - Report if improper equipment is used.
    - Report if debris removal contractor personnel safety standards are not followed.
    - Report if general public safety standards are not followed.
    - Report if completion schedules are not on target.
    - Ensure that only debris specified in the contract is collected and is identified as eligible or ineligible.
    - Assure work is within the assigned scope of work.
    - Report to supervisor if debris removal work does not comply with all local ordinances as well as State and Federal regulations (i.e., proper disposal of hazardous wastes).
    - Debris monitors are to submit daily reports on load quantities 17. Disaster related damage assessment and reconstruction services, as needed.
18. Final report and appeal preparation and assistance.
19. Cost recovery of eligible funds currently not obligated or potentially de-obligated by appropriate funding agencies. Separate pricing structures for this service may be included in the Consultant's proposal.
20. Other disaster recovery services as requested by the County.

EMERGENCY MANAGEMENT PLANNING AND TRAINING

<u>If requested by the County</u>, the Consultant shall provide:

1. Comprehensive emergency management plans (e.g. COOP, EOP) to include a plan development,; review, and revisions.
2. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
3. Development of a debris management plan - including identification of an adequate number of DMS locations. Staff training as necessary.

4. Procurement assistance for debris removal contractors and other services as requested.
5. Project management to include the formulation and management of permanent work projects, task force management.
6. Technical support and assistance in developing public information.
7. Other training and assistance as requested by the County.
8. Other reports and data as required by the County.
9. Other emergency management and consulting services identified and required by the County.

DAMAGE ASSESSMENT AND RECONSTRUCTION SERVICES

If requested, the Consultant shall provide post-disaster damage assessment and reconstruction services to include assessment, planning, engineering, and construction management services. Specific areas where services may be requested include County facilities, utility systems, transportation systems, and other sectors as required. The Consultant will assist, if directed by the County with document preparation of permanent work projects.

OTHER AGREEMENTS:

- The selected firm(s) shall provide on the work site(s) a qualified accessible supervisor(s) or liaison officer as directed. At least one (1) accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the Firm(s) and its subcontractors and all communications given to the supervisor or liaison officer in writing by COE's authorized representative shall be as binding as if given to the Firm(s).
- Adequately handle property damage claims which result from contractor's errors or omissions.
- Consultant shall review, validate and reconcile debris management contractor(s) invoices prior to submission to the County for processing. The Consultant shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the County, debris contractor(s) and FEMA/TEMA representatives. All invoices from the debris contractor(s) shall be directed to the Consultant.
- The invoices shall be reviewed by the Consultant to be accepted or rejected in a timely manner. The Consultant shall issue in writing to the County and the debris contractor, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the monitoring Consultant 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 County for payment.
- Consultant shall assist the County 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 FEMA, FHWA (Federal Highway Administration) and other applicable agencies by County staff and designated debris removal and disposal contractor(s).

- Consultant shall assist in ensuring that processing of federal funding is done as quickly as possible, by verifying the following information is accurate and promptly provided:

    1. Review of debris contractor invoices
    2. Monitoring information
    3. Project Status Reports
    4. Completed Load tickets
    5. Consultant payroll
    6. Review of debris contractor equipment hours of operation
    7. Vehicle certifications
    8. Start and end dates of the first debris removal pass and all subsequent passes

- Consultant 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 Consultant shall stay current with FEMA and FHWA policies and procedures and notify the County's Project Manager immediately as changes occur.
- Consultant shall be capable of providing a 1-800 service to respond and report on resident inquiries during the performance of debris removal and disposal activities.
- Consultant shall provide regular status updates to the County's Project Manager for public information use.
- Consultant shall provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the project management team to be resolved with the debris contractor(s). A weekly log of such complaints and their resolution shall be provided to the County's Project Manager. Property damage complaints must be tracked using a GIS. Any photos of the property damage must be linked in the GIS. A geodatabase shall be provided to the County with weekly updates. Upon request of the County, the Consultant 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.
- Consultant shall provide the County's Project Manager and the debris contractor(s) with daily Disaster Debris Status Reports. Each daily report shall contain the following:

    1. Overview of daily activities including status of damage complaints
    2. Cumulative debris tally by debris site
    3. Cumulative debris tally by day
    4. Summary of monthly debris removal efforts (cumulative and by debris site)
    5. Summary of mulch removal efforts (cumulative and by debris site)
    6. Summary of mixed/construction & demolition removal efforts (cumulative and by debris site)
    7. Stump volume by site

8. Debris site status
9. Labor force report

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

- Consultant 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 Consultant on behalf of the County and provided to the County upon their request or project completion. Additional copies shall be provided to the debris removal contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at each OMS to assure that no vehicle modifications have been made and to confirm data accuracy.
- Consultant shall measure the volume to the nearest cubic yard of usable space for each debris collection vehicle. The Consultant shall complete the Vehicle Certification Form provided for each vehicle. The original Vehicle Certification Form shall be delivered to the County Project Manager or designee. The County Vehicle Certification Form will have the following information:

  1. Vehicle make, model
  2. Length
  3. Width
  4. Height
  5. Volume in cubic yards
  6. Tag number of vehicle
  7. VIN number of vehicle
  8. Vehicle type
  9. Driver of vehicle name (printed) and signature
  10. Sub-Contractor representative name (printed) and signature
  11. Certification monitor name (printed) and signature certifying vehicle
  12. Date
  13. Vehicle certification number

- Consultant'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 County's Project Manager or designee.
- Subcontractors will generally not be permitted. In the event that the County authorize a subcontractor of any kind, A subcontractor plan shall be submitted to County or its representative for its approval. Prime contractors must take the affirmative steps required by 2 CFR § 200.321(b)(1)-(5) prior to engaging any subcontractors. Under no circumstance will any subcontractor be permitted without compliance with all applicable federal regulations, including those set forth herein.

JOB REQUIREMENTS

Written daily reports denoting areas worked, quantities removed, quantity of equipment in service, area to be worked the following day or days, weather report, problems and issues noted, problems and issues corrected.

PAYMENTS

Payments associated with this contract will be in accordance with Task Orders issued by the County. Task Orders will be in accordance with individual grants received by the County or in accordance with tasks desired by the County in support of disaster recovery and debris management and monitoring activities. No payments are intended or implied outside of specifically negotiated Task Orders. This contract has a period of performance of one year (12 months) with the option of two additional one-year renewal periods to be executed solely upon the discretion of the County based on contractor performance.

IV. FORM OF PROPOSAL

1. Cover Letter – Include the name of the contact person for the Consultant. Acknowledge receipt of any Addenda that may be issued by County.
2. History of the Firm – Provide a detailed history of the Consultant's firm, qualifications, and prior experience that relates to this project.
3. Project Approach – Describe the Consultant's approach to the needs specified in Section III.
4. Staff Qualifications – Provide detailed biographical information on the individuals who will provide project services, including education, training, and experience.
5. References – List the names, addresses, and phone number of at least five (5) references for whom the Project Manager's Team has provided similar services. Please provide a list of services that these references have utilized.
6. Other – Include any other pertinent information that may be used by the County to evaluate the Consultant's proposal.
7. Please fill out Attachment A with all hourly rates that apply.

Termination of Contract

1. The County may, by written notice to the contractor, terminate this agreement in whole or in part at any time, either for the County's convenience or for cause. Upon receipt of notice, the contractor shall immediately discontinue all services affected, unless the notice directs otherwise.
2. If the termination is for the convenience of the County, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit or unperformed service.

3. This contract shall be terminated for cause if the contractor defaults in the performance of any of the terms hereof including, but not limited to, unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause, or otherwise fails to cure any other deficiency identified by the County's authorized agent within 24 hours of delivery of notice of said deficiency. The County retains all other legal or equitable rights or remedies existing as a result of said default, including, but not limited to, any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5 percent of said contract price.

Indemnification

1. To the fullest extent permitted by law, the contractor, its subcontractors, agents, servants, officers, or employees shall indemnify and hold harmless Wilson County, including, but not limited to, its elected and appointed officials, officers, employees, and agents from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the contractor's performance of the agreement or any other agreements of the contractor, entered into by reason thereof. The contractor shall indemnify and defend the Wilson County, including, but not limited to, its elected and appointed officials, officers, employees, and agents with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton, or reckless acts or omissions of the contractor, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damaged awards, costs, and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The contractor agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.
2. The contract must include a dispute resolution provision that all disputes will be governed by Tennessee law, and that exclusive jurisdiction for any dispute relating to this Agreement will be in the Chancery Court for Wilson County, Tennessee, and that contractor consents to exclusive venue in said court.

Insurance Requirements

The contractor shall secure the insurance specified below. All insurance secured by the contractor under the provisions of this section shall be issued by insurance companies acceptable to the County. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the County upon execution of this agreement.

1. Workers' compensation insurance providing the statutory limits required by Tennessee law. In addition, it shall provide Coverage B, Employer's Liability Coverage, of not less than $1,000,000 each accident, $1,000,000 disease–policy limits. The required limit may be met by excess liability (umbrella) coverage.

2. Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury, and a property damage liability coverage with limits of at least $1,000,000 per occurrence, $2,000,000 general aggregate, and $2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the County and its representatives as an additional insured and not simply a certificate holder. If "occurrence form" insurance is not available, "claims made" insurance will be acceptable. The policy shall be maintained for three years after completion of this agreement.
3. Automobile liability insurance covering all owned, non-owned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than $1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage

The contractor will provide the County with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The contractor agrees to hold the County harmless from any liability, including additional premium due because of the contractor's failure to maintain the coverage limits required.

The County's approval or acceptance of certificates of insurance does not constitute the County's assumption of responsibility for the validity of any insurance policies nor does the County represent that the above coverages and limits are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefore.

Independent Contractor

The parties agree that the contractor operates an independent business and is contracting to do work according to its own methods, without being subject to the control of the County, except as to the product or the result of the work. The relationship between the County and the contractor shall be that as between an independent contractor and the County and not as an employer-employee relationship. The payment to the contractor is inclusive of any use, excise, income, or any other tax arising out of this Agreement.

Suspension and Disbarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Wilson County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Wilson County, the federal government may

pursue available remedies including, but not limited to, suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Conflict of Interest

The bidder may not be an employee or elected or appointed official of the County, and bidder may not be an entity owned or controlled in whole or in part by an employee or elected or appointed official of the County. Bidder represents and warrants that there is no conflict of interest as prescribed by any Tennessee law or federal regulation relating to use of federal funds. No proposer with a conflict of interest under any state or federal law may submit a bid or be awarded a contract.

Equal Employment Opportunity

The contractor will not discriminate against any employee, applicant, or subcontractor because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Any contract or subcontract must include an equal employment opportunity clause consistent with 41 CFR § 60-1.4(b).

Anti-Lobbying / Anti-Kickback

The contractor will not engage in lobbying with respect to any matter under this bid or any resulting contract, and will comply with all state and federal laws, statutes, and regulations with respect to anti-lobbying and anti-kickback provisions, including but not limited to the Byrd Anti-Lobbying amendment. Bidders will submit the Byrd Anti-Lobbying Amendment Certification containing the following language:

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION (To be submitted with each bid or offer exceeding $100,000)

The undersigned, [Company] _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, [Company] _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Special Conditions

The County reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and Contractor(s) that, in the County's sole discretion, are in the best interests of Wilson County, Tennessee.

The County reserves the right to:

A. Amend, Modify, or withdraw this RFP.

B. Revise any requirements under this RFP.

C. Require supplemental statements of information from any responding party.

D. Extend the deadline for submission of responses hereto.

E. Negotiate or hold discussions with any bidder to correct insufficient responses that do

not completely conform to the instructions contained herein.

F. Waive any nonconformity with this RFP.

G. Cancel, in whole or in part, this RFP if the County deems it is in its best interest to do so.

H. Request additional information or clarification of information provided in the response without changing the terms of the RFP.

I. Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked contractor.

J. Not award a contract as part of, or result of, this RFP process.

Assignability- It is the intent of the County to allow other governments and other governmental agencies to utilize this contract by entering into a Memorandum of Understanding and/or Cooperative Purchasing Agreement to the extent permissible by local and state law. The Cooperative Purchasing Agreement will stipulate that any modifications or changes to this document and resulting contract(s) including but not limited to Consultant requirements, scope, or price shall be submitted to County in writing for acceptance and approval as the originator of the contract.

The County may exercise the foregoing rights at any time without notice and without liability to any bidder, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

ATTACHMENT A

COST PROPOSAL FORM
Debris Monitoring RFP

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the Board at cost without mark-up. All Per Diem Expenses shall be billed directly to the Board at a rate not to exceed the GSA Per Diem Allowance for the project area. The rates listed below shall be straight time rates. All hours in excess of 40 per week shall be billed at 1.5 times the straight time rate.

DISASTER DEBRIS MONITORING SERVICES

POSITIONS	HOURLY
RATES	
Principal	$_____
Project Manager	$_____
Operations Manager	$_____
Field Supervisors	$_____
Load Site Monitors	$_____
Debris Site/Tower Monitors	$_____

ATTACHEMENT B

Proposal Ranking Form

Company_____

Selection Criteria	Points Available	Points Awarded
Qualifications of Firm	25	
Qualifications of Staff	25	
Technical Approach	30	
Cost Proposal	20	
	Total	

Additional Information on the current Bid/RFP

Disaster Debris Clearance, Removal and Disposal

Debris Monitoring, Disaster Recovery and Emergency Planning Services

Disposal sites will be at 2 different landfill locations:

Please Base your bid on the following tipping fees for each location

Wilson County Landfill:

- This landfill is a Class III and IV Materials type of landfill.
- The tipping fees are $ 9.00 a cubic yard, for this landfill tipping fees will go No higher than $ 9.00 cubic yard.
- Tipping fees are for Vegetative and C & D Materials.

  If you have questions regarding this landfill, please call 615.449.6684.

Smith County Landfill:

- This landfill is a Class I and II Materials type of landfill.
- The tipping fees are $ 35.00 a ton.

If you have questions regarding this landfill, please call 615.735.1941.

- **The County Roads ROW is 50 foot. (the center of the road 25 feet each way)**

MEMO: Additional Information – COVID-19

Effective March 19, 2020, the Courthouse will be closed to the public. I am unsure at this time when it will reopen. The Courthouse is being closed as a precaution to safeguard the employees who work in this building and to the general public. This is only one of the buildings in the county that is mostly accessed by the general public. We appreciate your patience while we work through these issues and look forward to returning to business as usual here in the near future. We will keep you posted should in any event things change.

In the while time, bids will have some exceptions:

1. **We will except** bids via email as long as it is in PDF format. Please send all bids to the following email address:
   hortonl@wilsoncountytn.gov
   Please CC email address maynarda@wilsoncountytn.gov

2. If you intend on mailing the bid(s) please be sure to use the following information:
   Wilson County Finance Department
   Attn: Debris Monitoring, Disaster Recovery and Emergency Planning Services Bid
   228 East Main Street /Suite 205
   Lebanon TN, 37087
   Or
   Wilson County Finance Department
   Attn: Disaster Debris Clearance, Removal and Disposal Bid
   228 East Main Street /Suite 205
   Lebanon TN, 37087

We appreciate your understanding at this time and your interest in working with Wilson County Government.

Please note that the bid date and time **WILL NOT** change.

Sincerely,
Aaron Maynard

Finance Director

Labraunya Horton

Asst. Deputy Finance Director