

**Worcester County Administration
1 West Market Street, Room 1103
Snow Hill, Maryland 21863**



REQUEST FOR PROPOSAL

PROJECT: Disaster Debris Management

DEPARTMENT: Emergency Services

VENDOR:

NAME: _____

ADDRESS: _____

PROPOSAL OPENING:

DATE: Tuesday, April 11, 2023

TIME: 2:30 PM

TABLE OF CONTENTS

SECTION I: INTRODUCTION	3
A. PURPOSE	3
B. CLARIFICATION OF TERMS	3
C. QUESTIONS AND INQUIRES	3
D. FILLING OUT PROPOSAL DOCUMENTS	3
E. SUBMISSION OF PROPOSAL DOCUMENTS	4
F. OPENING OF PROPOSALS	4
G. ACCEPTANCE OR REJECTION OF PROPOSALS	4
H. QUALIFICATIONS	5
I. DESCRIPTIVE LITERATURE	6
J. NOTICE TO VENDORS	6
K. PIGGYBACKING	6
SECTION II: GENERAL INFORMATION	7
A. ECONOMY OF PROPOSAL	7
B. PUBLIC INFORMATION ACT (PIA)	7
C. CONTRACT AWARD	7
D. AUDIT	8
E. NONPERFORMANCE	8
F. MODIFICATION OR WITHDRAWAL OF PROPOSAL	8
G. DEFAULT	8
H. COLLUSION/FINANCIAL BENEFIT	8
I. TAX EXEMPTION	9
J. CONTRACT CHANGES	9
K. ADDENDUM	9
L. EXCEPTIONS/ SUBSTITUTIONS	10
M. APPROVED EQUALS	10
N. DELIVERY	10
O. INSURANCE	10
P. PROPOSAL EVALUATION	10
SECTION III: GENERAL CONDITIONS	11
A. DRAWINGS AND SPECIFICATIONS	11
B. MATERIALS, SERVICES AND FACILITIES	11
C. INSPECTION AND TESTING	11
D. APPROVAL OF SUBSTITUTION OF MATERIALS	12
E. PROTECTION OF WORK, PROPERTY AND PERSONS	12
F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS	12
G. LICENSES AND PERMITS	12
H. SUPERVISION	13
I. CLEAN UP	13
J. CHANGES IN WORK	13
K. TIME FOR COMPLETION	13
L. LIQUIDATED DAMAGES	14
M. CORRECTION OF WORK	14
N. CONSTRUCTION SAFETY AND HEALTH STANDARDS	14
O. PERFORMANCE AND PAYMENT BONDS	14
P. GUARANTEE	15
SECTION IV: PROPOSAL SPECIFICATIONS	16
A. SCOPE	16
B. GEOGRAPHIC INFORMATION	16
C. CONTRACT PRICING	16
D. CONTRACT PERIOD RENEWAL OPTION	16
E. SUMMARY	16
F. GENERAL REQUIREMENTS	27
G. PROPOSAL REQUIREMENTS	28
H. COUNTY'S CONSULTANT	30
I. DEBRIS MANAGEMENT SITES	30
J. TIPPING FEES	31
K. SCHEDULE	31
L. EVALUATION CRITERIA	31
M. PAYMENT	31
N. ATTACHMENTS	32
O. QUESTIONS	32
P. AWARD	32
SECTION V: EVALUATION AND SELECTION PROCESS	33
FORM OF PROPOSAL	34
REFERENCES	35
EXCEPTIONS	36
INDIVIDUAL PRINCIPAL	37
VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID	38
NON-COLLUSIVE AFFIDAVIT	39
EXHIBIT A	40

SECTION I: INTRODUCTION

A. PURPOSE

1. The purpose of this Request for Proposal Document is for Worcester County (“County”) to enter into contracts at no immediate or annual cost to Worcester County. Contractors will be required to provide emergency disaster recovery services including, but not limited to, a debris management plan, clean-up, demolition, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by Worcester County in order to eliminate immediate threats to public health and safety in conformity with the requirements contained herein (“Proposal Document(s”).

B. CLARIFICATION OF TERMS

1. Firms or individuals that submit a proposal for award of a contract (“Contract”) are referred to as vendors (“Vendors”) in this document. The Vendor that is awarded the Contract is herein referred to as the (“Successful Vendor”).

C. QUESTIONS AND INQUIRES

1. Questions must be addressed in writing to the Worcester County Procurement Officer at nrice@co.worcester.md.us.
2. The last date to submit questions for clarification will be **noon on Monday, April 3, 2023**.
3. Addenda are posted on the County website at <https://www.co.worcester.md.us/> under County Info: Bid Board: at <https://www.co.worcester.md.us/commissioners/bids> at least five calendar days before proposal opening.
4. It is the Vendors responsibly to make sure all addenda are acknowledged in their proposal. Failure to do so could result in the proposal being disqualified.

D. FILLING OUT PROPOSAL DOCUMENTS

1. Use only forms supplied by the County.
2. One unbound original and five bound copies of the proposal form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
3. Proposal Documents should be complied as follows: (1) Cover letter, (2) Form of Proposal, (3) References, (4) Exceptions Document and Signed addenda, if necessary (5) Individual Principal Document, (6) Vendor’s Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit
4. Where so indicated by the make-up of the Proposal Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
5. Any interlineation, alteration, or erasure will be initialed by the signer of the Proposal Documents.
6. Each copy of the Proposal Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Proposal Documents submitted by an agent will have a current Power of Attorney attached certifying the agent’s authority to bind the Vendor.
7. Vendor will supply all information and submittals required by the Proposal Documents to constitute a proper and responsible completed Proposal Document package.

8. Any ambiguity in the Proposal Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the County.

E. SUBMISSION OF PROPOSAL DOCUMENTS

1. All copies of the Proposal Documents and any other documents required to be submitted with the Proposal Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Worcester County Commissioners and will be identified with the project name: **DISASTER DEBRIS MANAGEMENT** and the Vendor's name and address. If the Proposal Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED PROPOSAL DOCUMENTS ENCLOSED" on the face thereof.
2. Proposals must be mailed or hand carried to the **Worcester County Administration Office, 1 West Market Street, Room 1103, Snow Hill, MD 21863**, in order to be received **prior** to the announced proposal deadline. *Proposals received after said time or delivered to the wrong location will be returned to the Vendor unopened.*
3. **Proposals are due and will be opened at the time listed on the front of this Proposal Document.**
4. If you are delivering a proposal in person please keep in mind to allow time to get through security and into the Administration Office. It is fully the responsibility of the Vendor to ensure that the proposal is received on time.
5. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the proposal.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Proposal Documents; failure to do so will be at the Vendor's own risk.
7. A fully executed Affidavit of Qualification to Bid will be attached to each Proposal Document.
8. Minority vendors are encouraged to participate.
9. All Vendor submitted Proposal Documents will be valid for a minimum of sixty days from the date of Proposal Document opening.
10. Electronically mailed proposals are **not** considered sealed proposals and will **not** be accepted.

F. OPENING OF PROPOSALS

1. Proposal Documents received on time will be opened publicly and Vendor's names and total costs will be read aloud for the record.
2. The Contract will be awarded or all Proposal Documents will be rejected within sixty days from the date of the Proposal Document opening.

G. ACCEPTANCE OR REJECTION OF PROPOSALS

1. Unless otherwise specified, the Contract will be awarded to the most responsible and responsive Vendor complying with the provisions of the Proposal Documents, provided the proposal does not exceed the funds available, and it is in the best interest of the County to accept it. The County reserves the right to reject the Proposal Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Proposal Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Proposal Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.

2. Completed Proposal Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
3. In determining a Vendor's responsibility, the County may consider the following qualifications, in addition to price:
 - a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
 - b. Character, integrity, reputation, experience and efficiency.
 - c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
 - d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
 - e. Evidence of adequate insurance to comply with Contract terms and conditions.
 - f. Statement of current work load and capacity to perform/provide the Goods and/or Services.
 - g. Explanation of methods to be used in fulfilling the Contract.
 - h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.
4. In determining a Vendor's responsiveness, the County will consider whether the Proposal Document conforms in all material respects to the Proposal Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
5. The County will have the right to reject any and all Proposal Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Proposal Document received, to reject a Proposal Document not accompanied by required Bid security or other data required by the Proposal Documents, and to accept or reject any Proposal Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. QUALIFICATIONS

1. The Vendor must be in compliance with the laws regarding conducting business in the State of Maryland.
 All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See https://sdatcert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. *Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of Vendors.* For more information on the Certificate of Status please see <http://www.dat.state.md.us/sdatweb/COSinfo.html> .
2. Worcester County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Vendor's inability to provide this documentation could result in the proposal being rejected.

I. DESCRIPTIVE LITERATURE

1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the proposal.
2. Any items, systems or devices supplied in this proposal that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the proposal form.

J. NOTICE TO VENDORS

1. Before a Vendor submits the Proposal Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Proposal Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Proposal Document is an agreement with all of the items and conditions referred to herein.

K. PIGGYBACKING

1. Worcester County may authorize, upon request, any governmental entity (hereafter Authorized User) within the County to purchase items under the contract awarded pursuant to this proposal solicitation.
2. All purchase orders issued against the contract by an authorized User shall be honored by the Successful Vendor in accordance with all terms and conditions of this contract.
3. The issuance of a purchase order by an Authorized User pursuant to this provision shall constitute an express assumption of all contractual obligations, covenants, conditions and terms of the contract. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Successful Vendor thereunder respecting the County.
4. The County specifically and expressly disclaims any and all liability for any breach by an Authorized User other than the County and each such Authorized User and Successful Vendor guarantee to save the County, its officers, agents and employees harmless from any liability that may be or is imposed by the Authorized User's failure to perform in accordance with its obligations under the contract.

END OF SECTION

SECTION II: GENERAL INFORMATION

A. ECONOMY OF PROPOSAL

1. Proposal Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Proposal Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Proposal Document are neither required nor desired.

B. PUBLIC INFORMATION ACT (PIA)

1. Worcester County is subject to the Maryland Public Information Act and may be required to release proposal submissions in accordance with the Act.
2. Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.
 - a. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The County reserves the right to ask for additional clarification prior to establishing protection.
 - b. **Each individual page shall be identified in boldface at the top as "CONFIDENTIAL" in a font size of 14 or larger.** Any section of the proposal that is to remain confidential shall also be so marked in boldface on the title page of that section along with each individual page within that section. Cost information and any other public information may not be deemed confidential; therefore, it is requested that only the necessary confidential pages be marked.

C. CONTRACT AWARD

1. A written award by the County to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the County will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fourteen calendar days of receipt of the Contract.
2. Proposal Documents and Contracts issued by the County will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Proposal Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
3. County personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
4. The County reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise.

D. AUDIT

1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five years after final payment, or until audited. The County, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

E. NONPERFORMANCE

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Proposal Document. Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

F. MODIFICATION OR WITHDRAWAL OF PROPOSAL

1. A Proposal Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Proposal Documents, and each Vendor so agrees in submitting Proposal Documents.

G. DEFAULT

1. The Contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the County for cost to the County in excess of the defaulted Contract price.
2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract (“Cause”), the non-breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within fifteen calendar days (“Cure Period”) after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within the Cure Period, the breaching Party will have commenced to correct or remedy the same within such Cure Period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of the Cure Period.

H. COLLUSION/FINANCIAL BENEFIT

1. The Vendor certifies that his/her Proposal is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Proposal Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
2. Upon signing the Proposal Document, Vendor certifies that no member of the governing body of the County, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the County, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the County Commissioners has received or has been promised, directly or indirectly, any financial benefit, related to this Proposal Document and subsequent Contract.

I. TAX EXEMPTION

1. In buying products directly from a Vendor, Worcester County is exempt from being *directly* charged Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request.
2. According to the Office of the Comptroller of Maryland, a *Contractor is responsible for paying sales tax* on his/her purchases relating to any projects or services and should incorporate it into their proposal.
3. Successful Vendors **cannot** use the County tax exemption to buy materials or products used on County projects.

J. CONTRACT CHANGES

1. No claims may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) unless such changes or adjustments have been made by an approved written amendment (Change Order) to the Contract signed by the Chief Administrative Officer (and the County Commissioners, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the County.
2. No oral conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Officer (with the Chief Administrative Officer and/or County Commissioners approval, if required) will be honored or valid.
3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

K. ADDENDUM

1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to Worcester County's Procurement Officer and to be given consideration, must be received no later than the last day for questions listed in Section I, Subsection C.2.
2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Officer to all holders of Proposal Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any County employee that materially change any portion of the Proposal Documents cannot be relied upon unless subsequently ratified by a formal written amendment to the Proposal Document.
3. All addenda will be issued so as to be received at least five days prior to the time set for receipt of Proposal Documents, and will become part of the Contract and will be acknowledged in the Proposal Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Proposal Document as submitted.
4. Vendors are cautioned to refrain from including in their Proposal Document any substitutions which are not confirmed by written addenda. To find out whether the County intends to issue an

amendment reflecting an oral statement made by any employee, contact Worcester County's Procurement Officer during normal business hours.

5. The Worcester County Procurement Officer reserves the right to postpone the Proposal Document opening for any major changes occurring in the five-day interim which would otherwise necessitate an Addendum.

L. EXCEPTIONS/ SUBSTITUTIONS

1. Any exceptions or substitutions to the specifications requested should be marked on the proposal form and listed on a separate sheet of paper attached to the proposal.
2. An exception to the specifications may disqualify the proposal. The County will determine if the exception is an essential deviation or a minor item.
3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. APPROVED EQUALS

1. In all specifications where a material or article is defined by describing a proprietary product or by using the name of a Vendor or manufacturer, it can be assumed that an approved equal can be substituted.
2. The use of a named product is an attempt to set a particular standard of quality and type that is familiar to the County. Such references are not intended to be restrictive.
3. However, the County shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the Vendor that claims his product is an equal to provide documentation to support such a claim.

N. DELIVERY

1. All items shall be delivered F.O.B. destination and delivery costs and charges included in the proposal unless otherwise stated in the specifications or proposal form.

O. INSURANCE

1. If required by the General Conditions or Terms and Conditions, the Successful Vendor shall provide the County with Certificates of Insurance within ten calendar days of proposal award notification evidencing the required coverage.
2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

P. PROPOSAL EVALUATION

1. Proposal tabulations will be posted on the County website at <https://www.co.worcester.md.us/commissioners/bids>. Click on the Expired Bids & Results tab and find the proposal tabulation for the proposal you are interested in. Proposal tabulations will be posted as soon as reasonably possible after the Proposal opening.

END OF SECTION

SECTION III: GENERAL CONDITIONS

A. DRAWINGS AND SPECIFICATIONS

1. Should any detail be omitted from the drawings or specifications, or should any errors appear in either, it shall be the duty of the Successful Vendor to notify the County's designated construction inspector.
2. In no case shall the Successful Vendor proceed with the work without notifying and receiving definite instructions from the County. Work wrongly constructed without such notification shall be corrected by the Successful Vendor at his own cost.

B. MATERIALS, SERVICES AND FACILITIES

1. It is understood that, except as otherwise specifically stated in the Proposal Documents, the Successful Vendor will provide and pay for all materials, labor, tools, equipment, water, light, power and transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
2. Materials and equipment will be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work will be located so as to facilitate prompt inspection.
3. Manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
4. Materials, supplies and equipment will be in accordance with samples submitted by the Successful Vendor and approved by the County.

C. INSPECTION AND TESTING

1. All materials and equipment used in the construction of the Work will be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Proposal Documents.
2. The County or its representatives may, at any time, enter upon the work and the premises used by the Successful Vendor, and the Successful Vendor shall provide proper and safe facilities to secure convenient access to all parts of the work, and all other facilities necessary for inspection, as may be required.
3. The County will appoint such persons as deemed necessary to properly inspect the materials furnished or to be furnished, and the work done under the contract and to see that the same strictly corresponds with the drawings and specifications. All such materials and workmanship shall be subject to approval of the County. Approval or acceptance of payment shall not be misconstrued as approval of items or work not in conformance with specifications and drawings nor shall it prevent the rejection of said work or materials at any time thereafter during the existence of the contract, should said work or materials be found to be defective, or not in accordance with the requirements of the contract.
4. Work and material will be inspected promptly, but if for any reason should a delay occur, the Successful Vendor shall have no claim for damages or extra compensation.
5. The Successful Vendor shall pay for all inspection costs necessary to complete the work which may be incurred to comply with the requirements of any agency other than the County, such as a railroad, public service utility company, or any other governmental agency or any other agency whose jurisdiction affects the work in any manner unless otherwise specified herein.

D. APPROVAL OF SUBSTITUTION OF MATERIALS

1. Samples of materials shall be submitted by the Successful Vendor for approval before such materials are ordered from the manufacturers or distributors and shall be approved by the County before actual work is begun.
2. It is the intention of these specifications to permit all vendors bidding on this work to secure the fullest amount of competition on the various materials and specialties names herein. Wherever a material or article is defined by describing a proprietary product or by using the name of a vendor or manufacturer, the term or approved equal shall be presumed to be implied unless otherwise stated.

E. PROTECTION OF WORK, PROPERTY AND PERSONS

1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to, all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. Successful Vendor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. Successful Vendor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Successful Vendor will notify owners of adjacent utilities when progress of the Work may affect them. The Successful Vendor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Successful Vendor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable.
3. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Successful Vendor, without special instruction or authorization from the County, will act to prevent threatened damage, injury or loss. Successful Vendor will give the County prompt Written Notice of any significant changes in the Work or deviations from the Proposal Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.

F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

1. The Successful Vendor shall provide, erect and maintain all necessary barricades, sufficient red lights, flares, danger signals and signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and safety of the public.

G. LICENSES AND PERMITS

1. The Successful Vendor shall have all necessary licenses required to do the work and give all notices and obtain and pay all necessary permits required by local laws and regulations for building.
2. State and Federal permits (if applicable) to undertake work have been obtained by the County and accompany these specifications.

H. SUPERVISION

1. The Successful Vendor shall maintain, at all times during the progress of work, a competent and experienced supervisor who shall represent the Successful Vendor, and all directions given to him shall be binding. Important decisions regarding directions, if requested by the supervisor, shall be confirmed in writing.
2. Supervision by the County or its representative does not relieve the Successful Vendor of responsibility for defective work executed under the direct control of the Successful Vendor. Responsibility for defective work rests upon the Successful Vendor, whether discovered by the County prior to final payment or subsequent thereto.

I. CLEAN UP

1. Upon completion of the items within a given location as specified and before monthly estimates will be paid, the construction area and all other areas occupied by the Successful Vendor during the construction of said Contract shall be cleaned of all surplus and discarded materials, bracing, forms, rubbish and temporary structures that were placed there by the Successful Vendor.
2. Disposal of the aforementioned shall be the responsibility of the Successful Vendor.

J. CHANGES IN WORK

1. The County, without invalidating the contract, may order extra work or make changes by altering, adding or deducting from the work with the contract sum being adjusted accordingly.
2. All such work shall be executed under the conditions of the original contract, except that any claim for the extension of time caused thereby shall be adjusted at the time of ordering such change.
3. The value of any such extra work or change shall be determined in one or more of the following ways:
 - a. By estimate and acceptance of lump sum.
 - b. By unit prices named in the contract or subsequently agreed upon.

K. TIME FOR COMPLETION

1. The Work contemplated under this Contract shall be considered as continuous and be completed within the timeframe(s) stated in Section IV of this Proposal Document.
2. The Successful Vendor will be allowed to work eight hours per day, Monday through Friday, except for holidays, fifty-two weeks per year.
3. The Successful Vendor will not be permitted to work on holidays observed by Worcester County or the State of Maryland or on Sundays unless otherwise authorized in writing.
4. In case of an emergency which may require that work be done on Saturdays, Sundays, and Holidays, the Successful Vendor shall request permission of the County to do so. If, in the opinion of the County, the emergency is bonafide, permission may be granted to the Successful Vendor to work such hours as may be determined are necessary by the County. Also, if in the opinion of the County a bonafide emergency exists, the Successful Vendor may be directed to work such hours as may be necessary whether or not the Successful Vendor requests permission to do so.
5. The Successful Vendor shall pay the County for all costs incurred for inspection services required for work permitted during holidays, weekends or in excess of eight hours per day.

L. LIQUIDATED DAMAGES

1. If the Successful Vendor shall fail to start and complete the project within the time frame stated above, the County shall assess liquidated damages in the amounts listed below per calendar day for each and every day the Successful Vendor fails to complete the contract.

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
Less than \$10,000	\$100.00
\$10,000 or less than \$100,000	\$250.00
\$100,000 or less than \$500,000	\$750.00
\$500,000 or more	\$1,000.00

Or will be based on actual cost to the County, whichever is greater.

2. The designated County project manager reserves the option to extend the scheduled completion date or waive the liquidated damages clause in its entirety if he is of the opinion that extenuating circumstances deemed such action appropriate.

M. CORRECTION OF WORK

1. The Successful Vendor will promptly remove from the premises all Work rejected by the County for failure to comply with the Proposal Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with the Proposal Documents and without expense to the County and will bear the expense of making good all Work of other Vendors destroyed or damaged by such removal or replacement.
2. All removal and replacement Work will be done at the Successful Vendor's expense. If the Successful Vendor does not act to remove such rejected Work within ten days after receipt of Written Notice, the County may remove such Work and store the materials at the expense of the Successful Vendor.

N. CONSTRUCTION SAFETY AND HEALTH STANDARDS

1. It is a condition of this contract, and shall be made a condition of each sub-contract entered into pursuant to this contract, that the Successful Vendor and any sub-contractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time, promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standard Act.) (83 Stat. 96).
2. Failure of Worcester County to inform the Successful Vendor of safety violations will not release the Successful Vendor of his responsibilities.

O. PERFORMANCE AND PAYMENT BONDS

1. The Successful Vendor will be required to provide the County with a Performance Bond and Payment Bond if the total Contract amount exceeds \$100,000, each in the amount of one hundred percent of the Contract Price, with a corporate surety approved by the County for the faithful performance of the Contract.
2. The Successful Vendor will within fourteen calendar days after the receipt of the Contract furnish the County with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings,

covenants, terms, conditions and agreements of the Proposal Documents, and upon the prompt payment by the Successful Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the Proposal Document. Such Bonds will be executed by the Successful Vendor and corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Maryland or is removed from the list of surety companies accepted on federal bonds, Successful Vendor will within ten calendar days after notice from the County to do so, substitute an acceptable Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County.

P. GUARANTEE

1. The Successful Vendor shall furnish the County with a one-year guarantee of workmanship and materials, dating from time of acceptance of the project and shall make good any defects which may occur during that period.
2. If any special guarantees in excess of the one-year period are specified by the manufacturer, these guarantees shall take precedence over the one-year period guarantee.
3. Upon completion of work, and before final payment or release of retainage, the Successful Vendor shall submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties and a notarized asbestos free guarantee.

END OF SECTION

SECTION IV: PROPOSAL SPECIFICATIONS

A. SCOPE

1. The County is seeking proposals from experienced and qualified Vendors to enter into contracts at no immediate or annual cost to Worcester County. Contractors will be required to provide emergency disaster recovery services including, but not limited to, a debris management plan, clean-up, demolition, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by Worcester County in order to eliminate immediate threats to public health and safety in accordance with the terms and conditions and specifications set forth in this solicitation.

B. GEOGRAPHIC INFORMATION

1. Worcester County lies in the middle of the three-state region known as the Delmarva Peninsula, so named for the states of Delaware, Maryland, and Virginia.
2. The Delmarva Peninsula is the largest peninsula on the East Coast totaling 170 miles in length and 70 miles in width.
3. Worcester County is the seventh largest county in Maryland, having a land area of 490 square miles. The population of Worcester County is roughly 52,000 people.

C. CONTRACT PRICING

1. Contract pricing will be valid for the term of five years, (“Contract Period”).
2. Pricing must include all labor, materials, tools, and equipment to perform Work.
3. Pricing will not change during the Contract Period.

D. CONTRACT PERIOD RENEWAL OPTION

1. The County reserves the right to extend the Contract Period for three additional one-year terms, provided the Successful Vendor agrees there will be no increase in price for the additional Contract Period(s). The Successful Vendor will notify the County’s Administration Office in writing within 90 calendar days of each subsequent year regarding the Successful Vendor’s decision to hold prices firm for an additional year. The County will then have the option to either extend the Contract Period or re-bid.

E. SUMMARY

1. General:
 - a. Work shall consist of clearing and removing any and all eligible debris as defined by the Federal Emergency Management Agency (“FEMA”) Public Assistance Policy and Guidance, latest version, all applicable State and Federal Disaster Specific Guidance’s (“DSGs”) and policies, and as directed by the County Superintendent of Public Works and or County Debris Manager. Work will include 1) examining debris to determine whether or not debris is eligible, burnable or non-burnable, 2) loading the debris, 3) hauling the debris to an approved Debris Management Site “DMS” or landfill, 4) reducing the debris, 5) hauling the debris to an approved disposal facility, and 6) properly disposing the debris at the DMS or landfill.
 - b. Debris not defined as eligible by the Public Assistance Policy and Guidance (latest version) or State or Federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions are given to the Contractor by the County Superintendent of Public Works and or County Debris Manager.
 - c. Contractors shall also provide disaster recovery technical program management assistance relating to reimbursement of eligible damage costs from federal and state agencies when available to Worcester County’s officials. Selected

contractors will be subject to constant observation by Worcester County's debris monitoring staff. This staff, which may include a contracted specialist along with staff from other government entities, will ensure debris removal efforts are within Public Assistance guidelines and in compliance with all applicable Federal, State, and local regulations.

- d. While intended for debris removal after any disaster, the primary focus for this work is debris generated by tropical weather (storms/hurricanes). To provide a non-committal estimate of potential contract scope, the U.S. Army Corps of Engineers "Hurricane Debris Estimating Model" was used to predict debris amounts.
- e. All costs associated with the documentation and recovery process shall be included in Contractor's pricing in the Schedules attached. Proposers shall have proven experience with overall management and FEMA requirements including alternative procedures that may be available under pilot programs as well as all rules and regulations to qualify for this scope of work.
- f. Any and all permits that are necessary for the disposal of storm debris will be the contractor's responsibility to obtain in a timely manner.
- g. Contractor should adhere to applicable FEMA and other federal policies in place at the time of contract activation. **Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 CFR Part 200).**

2. Description of Designated Area:

- a. The designated area for debris removal is bounded by the County limits of the County and includes all public right-of-way's (ROWs), easements, County parks, alleys, and County debris staging areas within the unincorporated areas of the County. Roadways in the municipalities within the County may assign debris removal responsibilities to the County. Debris removal performed on these municipal roadways will be performed as identified by the County Superintendent of Public Works and or County Debris Manager.
- b. All debris identified by the County Superintendent of Public Works and or County Debris Manager shall be removed. The Contractor shall make multiple complete passes through the County, removing all debris along each street right-of-way. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the point where it enters the ROW and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Superintendent of Public Works and or County Debris Manager, in writing. No FEMA ineligible debris shall be hauled from the designated area.
- c. Contractor shall deliver debris to disposal sites that have been permitted to receive storm generated debris and adhere to all state, local, and federal regulations.
- d. Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than 6" beyond the sides of the truck bed. Any debris

extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the blowing of debris out of the hauling vehicle during transport to the disposal site.

- e. All debris shall be mechanically loaded and reasonably compacted into the trucks and trailers. Hauling vehicles that are hand loaded or that require mechanical assistance for dumping will not be permitted to dump at the DMS, unless approved in advance by the County Superintendent of Public Works and or County Debris Manager.
- f. Loose leaves and small debris in excess of one-bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six inches (6") in any dimension shall be left on site. Hand crews and rakes will be required.
- g. Contractor will provide an on-site Project Manager to the County and the County Superintendent of Public Works and or County Debris Manager. The Project Manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The Project Manager will be expected at daily meetings with the County Superintendent of Public Works and or County Debris Manager Representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination, and damage repairs. Frequency of meetings may be adjusted by the County Superintendent of Public Works and or County Debris Manager Representatives. Contractor Project Manager must be available 24 hours a day, or as required by the County Superintendent of Public Works and or County Debris Manager Representatives.

3. Documentation and Measurement:

- a. Prior to beginning any work, the County, or its representative, shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the County, or its representative, prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an authorized County representative each time it returns to work from other contracts or communities.
- b. Contractor is responsible for ensuring that all subcontractors maintain valid driver's licenses and equipment legally fit for travel on the road.
- c. The Contractor shall designate one project manager. The representative shall provide a telephone number to the County with which he or she can be reached throughout the duration of the project.
- d. "Load tickets" will be provided by the County or its representative at the loading site for recording volumes of debris removal.
- e. Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
- f. Load tickets will be issued by an authorized representative of the County at the loading site. The County representative will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the four copies to the County representative at the dumpsite. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the County representative present at the dumpsite. The County representative will validate, enter the estimated debris

quantity, and sign the tickets. The County will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the Contractor's records.

- g. Recent technological advancements have allowed for electronic or automated documentation of debris removal. The use of an Automated Debris Management System (ADMS) is at the discretion of the County and its authorized representatives. The successful proposer should be prepared to manage a debris removal operation that is documented using both paper-based and electronic systems.
- h. The Contractor shall give written notice of the location for work scheduled 24 hours in advance.

4. Equipment:

- a. All trucks and other equipment must follow all applicable federal, state, tribal, and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two inches (2") by six-inch (6") boards or greater and not to extend more than two feet (2') above the metal bed-sides. In order to ensure compliance, equipment will be inspected by authorized County representatives prior to its use by the Contractor.
- c. Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract.
- d. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.
- e. Equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessive size equipment (100 CY and up) and non-rubber-tired equipment must be approved for use on the road by the County Superintendent of Public Works and or County Debris Manager Representatives.
- f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Superintendent of Public Works and or County Debris Manager Representatives, following the event. All hand-loaded vehicles will receive an automatic 50% deduction for lack of compaction.

5. Use of Local Resources:

- a. The Contractor shall give first priority to utilizing resources located within the disaster or emergency area. Working Hours: Monday through Saturday, the contract hours shall be 7:00 AM through 7:00 PM. The contract hours shall be 1:00 PM through 7:00 PM on Sunday. No work outside these hours shall be allowed unless approved in advance by the County.
- b. Contractor will provide the County a schedule of pickup areas by location that forecasts where Contractor intends to pick up debris for the next 72 hours. This information will be updated and provided to the County every 24 hours.

6. Safety:
 - a. Contractor shall be solely responsible for providing and maintaining a safe work environment at all work sites. Contractor shall take all reasonable steps to ensure safety for both workers and visitors to the site(s) to include traffic control. Contractor will also be solely responsible to ensure that all OSHA requirements are met and a safety officer is assigned to the project during the duration of this contract. All work shall be accomplished in a safe manner in accordance with EM 385-1-1 (U.S. Army Corps of Engineers, Safety and Health Requirements).
7. Traffic Control:
 - a. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s). All barricades, warning signs, lights, temporary signals, other protective devices, flagmen and signaling devices used under the performance of this work shall conform to the minimum requirements as set out in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices.
 - b. Contractor shall provide qualified flagmen where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public.
8. Work Safety:
 - a. The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by Worcester County. The Contractor shall ensure that its subcontracts contain a similar safety provision.
 - b. The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor to include maintaining all OSHA safety records and inspections as may be required for this type of service. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
 - c. The Contractor shall be responsible for installing site security measures and maintaining security for the operation at the site.
 - d. The Contractor shall be responsible for fire protection and shall manage the site to minimize the risk of fire.
9. Damage to Public or Private Property:
 - a. Contractor is responsible for all damage, injury, or loss to any property caused by the Contractor's debris removal activities/operations.
 - b. Contractor shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means determined to be necessary.

- c. Contractor's failure to restore damage to public or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.
- d. Contractor shall provide the County with a direct contact name and telephone number, along with an email address, for citizens to report damages to their property.

10. Existing Utilities:

- a. Some trees and debris which are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead utility lines. Contractor shall pay all such costs to the utility company for any adjustments for damages caused by Contractor's debris removal activities/operations.
- b. Contractor shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all County-owned water and sewer facilities shall be made by the Contractor.
- c. The following is a list of utility owners believed to have facilities or customers in the project area:
 - i. Choptank Electric Cooperative (877) 892-0001
 - ii. Delmarva Power & Light (800) 375-7117
 - iii. Town of Berlin Electric Utility (410) 641-2770
 - iv. Worcester County Wastewater (410) 641-5251
- d. This list is included for the Contractor's reference and is not intended to be a comprehensive list of all utility owners.

11. Environmental Protection:

- a. All chemicals of whatever nature used during project construction or furnished for project operation must show EPA or USDA approval certification. Their use and disposal of all residues shall be in strict compliance with instructions.
- b. The Contractor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Superintendent of Public Works and or County Debris Manager. Contractor shall comply in a timely manner with all directions of the County Superintendent of Public Works and or County Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- c. The Contractor shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

12. Emergency Road Clearance

- a. Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to clear and remove debris from the County's primary transportation routes/roadways to make them passable immediately following a declared disaster event. All roadways designated by the County Superintendent of Public Works and or County Debris Manager Representatives. shall be clear and passable within a reasonable period of time from the issuance of a Notice to Proceed from the County to conduct emergency roadway clearance work. Clearance of these roadways will be performed as identified by the County Superintendent of Public Works and or County Debris Manager Representatives.

13. Debris Processing

- a. All debris processing shall include, but not be limited to reduction by tub grinding or chipping and/or incineration when approved by Worcester County. Prior to reduction, all debris shall be segregated between vegetative and clean, woody debris; construction and demolition debris; white goods; recyclable debris and household hazardous wastes. Debris collected by Contractor at right-of-way, at the discretion of Worcester County, may be hauled directly to the nearest lawfully permitted landfill, bypassing the DMS.
- b. Loading, hauling, and management of storm-deposited soils (e.g., silt, sand, or mud). This may include tasks like sifting, cleaning and sorting sand before placement back on beaches.

14. Debris Removal from Public Property

- a. Removal of vegetative debris, construction and demolition debris (“C & D Debris”), or other debris from public right-of-way and other public properties. Removal of debris beyond the limits of public rights-of-way as necessary to abate imminent and/or significant threats to public health and safety of the community, when directed by Worcester County.

15. Right-of-Way Vegetative Debris Removal

- a. Vegetative debris existing in the County right-of-way is defined as debris resulting from a hurricane or other natural or man-made disaster which has been or will be placed along public right-of-way’s, easements, County parks, alleys, and County debris staging areas. This includes, but is not limited to:
 - i. Damaged and disturbed trees, tree limbs, bushes, shrubs, brush untreated lumber and wood products.
 - ii. Uprooted trees and/or stumps, tree root balls, trunks, limbs, branches, bags of leaves, and piles of leaves larger than a bushel basket.
 - iii. Broken tree limbs on trees which measure more than two inches in diameter at the point of break.
 - iv. Remains of standing trees which are damaged beyond salvage.
- b. Work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport vegetative debris existing in the County right-of-way to a County approved DMS or other designated disposal facility.
- c. Cranes may be required for removal of large trees and stumps. Chain saw crews may be required to cut up large trees and stumps.
- d. Vegetative debris which is piled in immediate close proximity to the actual legal street right of-way, and which is accessible from the right-of-way line with loading equipment (i.e., not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed.
- e. Removal of vegetative debris in County right-of-way’s will be performed as identified by the County Debris Manager.

16. Right-of-Way Construction and Demolition (C&D) Debris Removal

- a. C&D debris existing in a County right-of-way is defined as debris resulting from a hurricane or other natural or man-made disaster which has been or will be placed along public right-of way’s, easements, County parks, alleys, and County debris staging areas. This includes, but is not limited to:

- i. Building materials, including wood structural members, concrete blocks, window glass, siding, and roofing materials including shingles or metal roofing panels.
 - ii. Household debris, consisting of damaged furniture and appliances, flooring materials, and the like.
 - iii. Treated timber, plastic, rubber products, sheet rock, cloth items, and carpeting materials.
 - iv. Metal Debris – Various thicknesses of corrugated metal and other thin sheet metal products.
- b. Work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport C&D debris existing in County rights-of-way to a County approved DMS or other designated disposal facility.
 - c. C&D debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e., not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed.
 - d. Removal of C&D debris existing in County right-of-way's will be performed as identified by the County Superintendent of Public Works and or County Debris Manager Representatives.

17. Removal of Leaning Trees, Hanging Limbs, and Extraction of Uprooted Stumps

- a. Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous trees six inches (6") or larger in diameter if the tree has 50% or more of the root ball exposed; hanging limbs two inches (2") or greater at the point of break; and uprooted stumps existing in the County right-of-way.
- b. For trees that have less than 50 % of the root-ball exposed, flush cut the tree to ground level and dispose of the cut portion based on volume or weight.
- c. Debris generated from the removal of hazardous trees, hanging limbs two inches (2") or greater, and uprooted stumps existing in County right-of-way's will be transported to a County approved DMS or other designated disposal facility.
- d. Removal and transportation of hazardous trees, hanging limbs two inches (2") or greater, and uprooted stumps existing in the County ROW and private property, as well as scattered vegetative debris on private property, will be performed as identified by the County Superintendent of Public Works and or County Debris Manager Representatives.
- e. All disaster specific eligibility guidelines regarding size and diameter of leaning trees and uprooted stumps will be communicated to the Contractor, in writing, by the County Superintendent of Public Works and or County Debris Manager Representatives.
- f. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific Right-of-Entry ("ROE") legal and operational procedures.

18. Hazardous Stump Extraction and Removal

- a. The Contractor shall extract and remove all stumps that have 50% or more of the root-ball exposed if the stump is 2 feet (24") or larger in diameter and measure 2 feet above the ground and are determined to be hazardous to public access as

directed by County Superintendent of Public Works and or County Debris Manager Representatives. Stumps will be hauled to DMS where they shall be inspected and categorized by size. Hazardous stumps less than twenty-four inches (24") in diameter will not be paid on a per unit extraction rate.

- b. Backfilling of stump root-ball holes where 50% or more of the root-ball was exposed is required; Clean fill dirt shall be compacted as directed by County Superintendent of Public Works and or County Debris Manager Representatives.
- c. If grinding a stump in-place is less costly than extraction, grinding the stump in-place may be an alternative and directed by the County Superintendent of Public Works and or County Debris Manager Representatives.
- d. In areas with known or high potential for archaeological resources usually requires that FEMA further evaluate and consult with the State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO). If the Contractor discovers any potential archeological resources during stump removal, the Contractor must immediately cease work and notify the County Superintendent of Public Works and or County Debris Manager Representatives.
- e. For stumps that have less than 50% of the root-ball exposed, flush cut the item at ground level and dispose of the cut portion based on volume or weight. Grinding any residual stump is not eligible.
- f. Removal of stumps smaller than 2 feet (24") in diameter will be directed by the County Superintendent of Public Works and or County Debris Manager Representatives.

19. Canal/Waterway Debris Removal

- a. Contractor shall remove storm debris from drainage canals and ditches at direction of Worcester County. This work could include removal of marine vessels and other vehicles. Worcester County will seek approval by FEMA to use Public Assistance funding. If approved, efforts will be monitored for strict compliance with federal regulations regarding eligibility for reimbursement costs. Worcester County may direct and fund this effort independently if FEMA approval is not obtained.

20. Demolition, Removal, & Transport of Non-Regulated Asbestos Containing Material (RACM) (C&D) Structures

- a. Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to demolish eligible structures on private property within the jurisdictional limits of the County. Work may include decommissioning, utility disconnects, and permit costs necessary to demolish a structure.
- b. Entry onto private property for the removal of eligible Non-RACM (C&D) debris will only be permitted when directed by the County or its authorized representative. The County will provide specific Right of Entry (ROE) legal and operational procedures. Further, debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County approved DMS or other designated disposal facility.
- c. Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition of structures.

21. Demolition, Removal and Transport of RACM Structures

- a. Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible

RACM structures on private property within the jurisdictional limits of the County. Work will include decommissioning, utility disconnects, and permit costs necessary to demolish a structure. Work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation.

- b. Entry onto private property for the removal of eligible RACM (C&D) debris will only be permitted when directed by the County or its authorized representative. The County will provide Right of Entry (ROE) operational procedures. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to an County-approved final disposal site.
- c. Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition of structures.

22. Debris Management Site (DMS): Management and Operations

- a. Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to manage and operate DMS for the acceptance, management, segregation, and staging of disaster related debris. DMS layout and ingress and egress plan must be approved by the County Superintendent of Public Works and or County Debris Manager Representatives.
- b. Debris at the DMS will be clearly segregated and managed according to the separately priced collection operations. The County Superintendent of Public Works and or County Debris Manager Representatives reserves the right to inspect the DMS, verify quantities, and review operations at any time.
- c. Contractor is responsible for providing DMS traffic control, dust control, and 24-hour site security.
- d. Contractor shall provide a tower from which the County or its authorized representative can make volumetric load calls. The tower will be provided by the Contractor and must meet the minimum specifications described below.
- e. Upon completion of haul-out activities, Contractor shall remediate the site to pre-disaster condition and obtain a written release from the County or its authorized representative. The management of DMS locations includes assistance in obtaining necessary local, state, and federal permits and operating in accordance with all local, state, and federal regulatory agencies. In addition, Contractor is responsible for operating the DMS in accordance with Occupational Health and Safety Administration (“OSHA”) guidelines.

23. Debris Site Tower Specifications

- a. The Contractor shall provide one tower at each debris management site for the use of County representatives during their inspection of dumping operations. The inspection platform of the tower shall be constructed at a minimum height of 10’ from surrounding grade to finish floor level, have a minimum eight feet (8’) by eight feet (8’) of usable floor area, be covered by a roof with two feet (2’) overhangs on all sides, and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four feet (4’), on all four (4) sides.
- b. The Contractor shall provide one portable toilet at each dumpsite for the use of County representatives during their inspection of dumping operations. The portable toilet shall be provided prior to start of any dumping operations and kept

in a sanitary condition by the Contractor throughout the duration of dumping operations.

- c. Care shall be taken to place the towers at a sufficient distance away from any reduction operations. If necessary, dumping operations may be temporarily suspended by the County Superintendent of Public Works and or County Debris Manager Representatives due to unsuitable conditions at the tower.

24. Grinding (Reduction of Storm Generated Debris)

- a. Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by grinding. Reduction methods are at the discretion of the County Superintendent of Public Works and or County Debris Manager Representatives. Grinding must be approved by the County Superintendent of Public Works and or County Debris Manager Representatives prior to commencement of reduction activities.
- b. All un-reduced storm debris must be staged separately at the DMS.
- c. Contractor must obtain approval to reduce C&D debris from County Debris Manager. If approved for reduction by County Superintendent of Public Works and or County Debris Manager Representatives, C&D debris must be reduced via grinding in order for the County to compensate the Contractor for reduction. Incineration or mauling of C&D is not an acceptable method of C&D reduction.

25. Incineration (Reduction of Storm Generated Debris)

- a. Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by incineration. Reduction methods are at the discretion of the County Superintendent of Public Works and or County Debris Manager Representatives. Incineration must be approved by the County Superintendent of Public Works and or County Debris Manager Representatives prior to commencement of reduction activities.
- b. All un-reduced storm debris must be staged separately at the DMS.

26. Haul-Out of Reduced Debris to Final Disposal Site

- a. Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to pick up and transport reduced material existing at a County approved DMS to a final disposal facility.
- b. All un-reduced storm debris must be transported to a final disposal facility separately from reduced debris.

27. Household Hazardous Waste Removal, Transport, and Disposal

- a. Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of Household Hazardous Waste (“HHW”).
- b. The removal, transportation, and disposal of HHW includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all local, state, and federal regulatory agencies.

28. Abandoned Vessel Removal

- a. Work shall consist of the removal of abandoned vessels from County Waterways. The removed vessels will be hauled to a County approved staging area for a limited timeframe and subsequently disposed of by the appropriate regulatory agency.

29. Abandoned Vehicle Removal

- a. Work shall consist of the removal and haul out of abandoned vehicles in areas identified and approved by the County. The removed vehicles will be hauled to a County approved staging area for a limited timeframe and subsequently disposed of by the appropriate regulatory agency.

30. Animal Carcass Removal and Disposal

- a. Work shall consist of the removal of animal carcasses in areas identified and approved by the County. The carcasses will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

31. Vehicle and/or Vessel Aggregation Sites

- a. Work shall consist of all labor, equipment, fuel and miscellaneous costs associated with the operation of a vehicle and/or vessel aggregation site.
- b. These sites shall be fenced, lighted, and secured according to applicable state regulations. The Contractor must be prepared to operate the sites to receive vehicles or vessels up to twenty-four hours a day and up to seven days a week as required by the County. Vehicles or vessels will be stored in a manner to permit inspection by authorized agencies as required, or for reclamation by owners. Contractor shall also be prepared to provide 24-hour security if security is not otherwise provided for.
- c. Vehicles and vessels will be stored in locations identifiable by row and column number and letter and by GPS coordinates. Location identifiers will be associated to the vehicle or vessel records in the Contractor's site tracking database.

32. White Goods

- a. The Contractor(s) may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in FEMA Public Assistance Program and Policy Guide established in April 2018. Proper disposal of Freon is required. The Contractor will handle the disposition of all white goods encountered in accordance with applicable federal, state and local laws.

F. GENERAL REQUIREMENTS

1. Responding contractors must, at a minimum, have performed at least three (3) debris removal, reduction, and disposal operations in excess of 150,000 cubic yards and provide references for the communities where these operations took place.
2. Contractors will need to be licensed to do business in Maryland and certify that they are not included on the debarred FEMA list or the MD Debarred Vendors list.
3. Contracting with small and minority businesses, women's business enterprises, and labor surplus area companies: The County of Worcester encourages all businesses, including minority, women-owned businesses to respond to all Request for Proposals. In addition, if subcontracts are let, the awarded contractor must ensure that the necessary affirmative steps are taken:
 - a. Place qualified small, minority, and woman-owned businesses on solicitations lists;
 - b. Assure that such businesses are solicited when they are potential sources;
 - c. Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses;
 - d. Establish delivery schedules, where requirements permit, which encourage such businesses to respond;

- e. Use service and assistance from such organization as SBA, minority business development agency of the Dept. of Commerce; Contractors shall include these special provisions in all subcontracts for this contract. Failure on the part of the Contractor to carry out the requirements set forth in the special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.
- 4. Activation of Contract: Prior to the contract(s) being activated, the awarded contractor(s) will meet with the County to determine the estimated volume of debris. Fees will be estimated based off the assessment of damages occurred.
- 5. Funding Source: Payment for services under contract by this solicitation may be reimbursed with federal funding. Federal funding is contingent upon compliance with all terms and conditions of funding award. The selected Contractor(s) shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award.
- 6. Compliance by Awarded Contractor: The awarded contractors shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements, specifically 2 CFR, Part 200, and the terms and conditions of the funding award. In addition, contractors providing submittals shall be responsible for complying with state law and local ordinances.
- 7. Certification of Proposer Regarding Debarment: By submitting a proposal under this solicitation, the Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

G. PROPOSAL REQUIREMENTS

- 1. **Section 1: Introduction/Company Information**
 - a. Company name and business address, including telephone, email address, website address.
 - b. The type of company (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc.
 - c. Year established. Include former company name(s) and year(s) established, if applicable.
 - d. The name, title, address, and telephone number of the company's authorized negotiator. The person identified must be empowered to make binding commitments for the company.
- 2. **Section 2: Bonding**
 - a. The Successful Vendor will be required to provide the County with a Performance Bond and Payment Bond if the total Contract amount exceeds \$100,000, each in the amount of one hundred percent of the Contract Price, with a corporate surety approved by the County for the faithful performance of the Contract.
 - b. The Successful Vendor will within fourteen calendar days after the receipt of the Contract furnish the County with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings, covenants, terms, conditions and agreements of the Proposal Documents, and upon the prompt payment by the Successful Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the Proposal Document. Such Bonds will be executed by the Successful Vendor and corporate bonding company

licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Maryland or is removed from the list of surety companies accepted on federal bonds, Successful Vendor will within ten calendar days after notice from the County to do so, substitute an acceptable Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County.

3. **Section 3: Technical Experience**
 - a. This section shall include contractor's debris volume estimates with backup documentation as to how the contractor determined its estimates.
4. **Section 4: Training and Professional Experience**
 - a. List any professional training and experience, especially in relation to the type and magnitude of work required for the particular scope of services.
 - b. Provide a copy of contractor's safety program. This may be provided under separate cover or provide a link to access this information.
5. **Section 5: Existing Contracts**
 - a. Provide a list of all existing debris removal/hauling contracts.
6. **Section 6: References**
 - a. References from existing contracts and/or past clients (must include references from the successful completion of three (3) debris removal projects in excess of 150,000 cu yds).
7. **Section 7: Financial Resources**
 - a. A copy of the most recently audited financial statement or Dun and Bradstreet statement if sole proprietor. This page should be marked as "Confidential".
8. **Section 8: Resources**
 - a. Detailed listing of Contractor's equipment and resources.
 - b. A debris management and response plan (mobilization and operations plan).
9. **Section 9: Drawings**
 - a. Preliminary construction drawings for OSHA compliant temporary inspection towers.
10. **Section 10: Forms**
 - a. Form of Proposal
 - b. References
 - c. Exceptions
 - d. Individual Principal
 - e. Vendor's Affidavit of Qualification to Bid
 - f. Non-Collusion Affidavit - MUST BE NOTARIZED
 - g. Schedule 1 – Unit Rate Price Schedule
 - h. Schedule 2 – Hourly Equipment and Labor Price Schedule
 - i. Proposer's Bid Certification Form - MUST BE NOTARIZED
 - j. Certification Regarding Debarment and Suspension
 - k. Certification Regarding Lobbying
11. **Section 11: Exceptions**
 - a. Exceptions to the Sample Service Agreement. Attached is a sample service agreement that describes the County's contractual terms and conditions. Each

successful contractor will be required to enter into a service agreement. Any exceptions to the terms and conditions of the Service Agreement must be documented and submitted in this Section.

- b. Exceptions to the Scope of Services. Any and all exceptions/deviations to the required Scope of Services shall be documented on a separate page and submitted in this Section.
- c. Litigation. Information concerning any pending, ongoing, or prior litigation within the last 10 years.

12. Section 12: Other Requirements

- a. A statement of the contractor's familiarity and experience with FEMA's Public Assistance Program including all Alternative Procedures Pilot Program's for Debris Removal and applicable laws, rules, and regulations.
- b. Shall outline the contractor's willingness and ability to utilize local contractors and their general requirements for doing so. This includes the contractor's use of women and minority owned businesses to provide services.

H. COUNTY'S CONSULTANT

1. The County may contract with an independent firm to provide professional consulting services in disaster management and recovery.
2. The Consultant will assist the County in disaster debris monitoring in the event a contract is activated.
 - a. In addition, the Consultant will oversee the project and ensure that the contractors are using the appropriate forms required by federal agencies.

I. DEBRIS MANAGEMENT SITES

1. All temporary Debris Management Site (DMS) locations are based on historical use and may be relocated. At the present, no definitive DMS locations have been identified within the County.
2. **Respondents to this RFP must specifically designate the proposed locations within the County for final disposal of non-biodegradable and biodegradable debris, including rate sheets.**
3. If the Respondent fails to designate a final disposal site in the RFP response, the final disposal site will default to the Worcester County Transfer Station, **7091 Central Site Lane, Newark, MD 21841**, with the hauler paying the tipping fee rate applicable at the time of the activating event.
4. Any and all alternate final disposal sites proposed must have active, applicable permits from the State of Maryland, not be under any notices of violation, and must be in full compliance with all State law, Federal law, and all local ordinances, and zoning regulations. To include an alternate, final disposal site, haulers must specifically demonstrate (and show the math) for the cost benefit to the County. In the event the Worcester County Transfer Station is not able accommodate the volume or type of debris, the Chief Administrative Officer and or County Superintendent of Public Works has the discretion to identify additional final disposal sites. All disposal sites must be in compliance with all federal, state, and local laws and shall be permitted and in good standing with all local zoning ordinances. County does not warrant or guarantee the availability or use of any dump sites. Contractor must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved, in writing, by the County Superintendent of Public Works and or Debris Manager. The County will maintain ownership of all reduced and unreduced debris assigned to the Contractor for removal

until the debris reaches the final disposal site. The Contractor will, at no time, take ownership of the debris unless approved, in writing, by the County Superintendent of Public Works and or Debris Manager.

J. TIPPING FEES

1. Payment for disposal costs such as tipping fees incurred by the Contractor at permitted disposal facilities, or other County approved sites that meet local, state, and federal regulations for disposal, will be made at the cost incurred by the Contractor. Disposal costs for tipping fees must be submitted to the County for review and approval prior to the Contractor disposing of debris at such final disposal sites or landfills. The types of debris that may incur disposal costs must also be submitted to the County for review and approval. Contractor must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility, and proof of Contractor payment to the disposal facility. Tipping fees need to be listed as a separate item on all tickets/invoices. The contractor and hauler must charge the county's current rate for tipping fees; no markup (profit) is authorized for tipping fees. Tipping Fees will not be waived by the County. The County's current fees are attached.

K. SCHEDULE

1. RFP Issued March 7, 2023
2. Written Questions due April 3, 2023 by 12:00 PM
3. Responses to questions April 6, 2023
4. Submittals due April 11, 2023 by 2:30 PM
5. Present to Commissioners TBD
6. Award Notification TBD

L. EVALUATION CRITERIA

1. The Successful Vendor will be selected based upon the best overall proposal offered to the County taking into consideration price, qualifications, technical experience, and other factors such as, but not limited to, past experience working with FEMA's Public Assistance Program, financial standing, references, and any Exceptions to the Scope of Work and Contract terms.

M. PAYMENT

1. The County Superintendent of Public Works and or County Debris Manager will monitor, verify, and document with load tickets the completion of all work, as defined in the scope. The Contractor will be provided with copies of this documentation. These documents will be used by the Contractor as back-up for invoice submittals. No approvals will be made for work not ticketed or not authorized by the County.
2. Invoices must be submitted to the County with a hard copy of the invoice and an electronic copy of the invoice detail. The invoice detail must consist of a tabular report listing all information on each load ticket. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals.
3. A 10% retainage will be held until the end of the project. In order to recover the retainage, the Contractor must successfully complete all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor to public or private property.

4. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract. Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor. Contractor must submit a copy of the invoice received by the disposal facility, an electronic copy tabulating all scale or load tickets issued by the disposal facility, and proof of Contractor payment to the disposal facility.
5. Contractors must submit invoices regularly by the end of each month for services performed. Invoices cannot be turned in for more than a 30-day period. Contractor must submit final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Superintendent of Public Works and or County Debris Manager.

N. ATTACHMENTS

1. Schedule 1 – Unit Rate Price Schedule
2. Schedule 2 – Hourly Equipment and Labor Price Schedule
3. Proposer’s Bid Certification Form
4. Certification Regarding Debarment and Suspension
5. Certification Regarding Lobbying
6. Worcester County Tipping Fees as approved by the Commissioners on June 7, 2022

O. QUESTIONS

1. The last day for questions is listed under Section I, Subsection C.2.

P. AWARD

1. The County intends to award to the Vendors whose Completed Proposal Documents represents the best value to the County.
2. The County intends to enter into two (2) contracts: one with a “Primary” contractor and one with a “Secondary” contractor. The “Primary” contractor will be on a first contact basis for all disasters and emergencies that may require debris removal, reduction, disposal or other cleanup activities. The “Secondary” contractor will be activated to serve as an additional contractor at the sole discretion of the County.
 - a. Worcester County will reserve the right to decide, at the guidance and recommendation of the President of the County Commissioners and or the Chief Administrative Officer when and if the “Secondary” contract will be activated.
3. The award of a contract under this solicitation will be paid with federal funding. Funding is contingent upon compliance with all terms and conditions of funding award. All prospective contractors shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award. In addition, contractors providing submittals shall be responsible for complying with state law and local ordinances.

END OF SECTION

SECTION V: EVALUATION AND SELECTION PROCESS

A. EVALUATION

1. All Vendors are advised that in the event of a receipt of adequate number of Proposal Documents which, in the opinion of the County, require no clarification and/or supplementary information, such Proposal Documents may be evaluated without discussion. Hence, Proposal Documents should be initially submitted on the most complete and favorable terms which Vendors are capable of offering the County. Proposal Documents will be evaluated using the following criteria:

<u>Weighting Factor</u>	<u>Criterion</u>
35%	Qualifications/Existing Contracts/References
35%	Resources/Technical Experience
10%	Financial Resources & Overall Responsiveness
20%	Price (Schedules 1 and 2)

2. Each Vendor will be rated for each criterion on a scale of zero to four as described below.

Unacceptable	0
Poor	1
Fair	2
Good	3
Superior	4

- a. A Vendor's final grade will be the sum of each criterion's rating multiplied by the weighting factor listed above.
3. After identifying the short list of the most qualified Vendor(s) based on the evaluation criteria, representative(s) may be required to clarify their Proposals by making individual presentations to the evaluation committee.
4. The County may enter into negotiations with Vendors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, e-mail or written communications, or any combination thereof, at the County's sole discretion.
5. Vendors are strongly advised not to prepare their Proposal submissions based on any assumption or understanding that negotiations will take place. Vendors are advised to respond to this Request for Proposals fully and with forth-rightness at the time of Proposal submission.
6. Vendors are strongly cautioned not to contact elected officials or members of the evaluation committee. All questions and comments should be directed through the Purchasing Department. Inappropriate efforts to lobby or influence individuals involved in this selection may result in dismissal from further consideration, at the County's sole discretion.

END OF SECTION

THIS AND PREVIOUS SECTIONS, OTHER THAN THE COVER PAGE, DO NOT NEED TO BE RETURNED WITH SUBMITTAL

FORM OF PROPOSAL

To whom it may concern:

We hereby submit our Proposal Documents for “DISASTER DEBRIS MANAGEMENT” as indicated in the Proposal Documents. Having carefully examined the Proposal Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Proposal.

*****PROVIDE ALL PRICING INFORMATION ON THE ATTACHED SCHEDULE 1 AND SCHEDULE 2 FORMS*****

The Vendor agrees that the proposal will be good for at least sixty (60) days unless otherwise indicated in the proposal specifications.

Is your company currently involved in any active litigation? (Yes)____ (No) _____ CHECK One.

Have you included your certificate of good standing with the State of Maryland? (See Section I, Subsection H.1 for more information.) (Yes)____ (No) _____ CHECK One.

Is your company currently involved in any mergers or acquisitions? (Yes)____ (No) _____ CHECK One.

Has your organization compiled your Completed Proposal Document as per Section I, subsection D.3 and in accordance with the Proposal Specifications Section of this Proposal Document?
(Yes)____ (No) _____ CHECK One

NOTE: THIS PROPOSAL FORM MUST BE SIGNED BY AN OFFICER OF YOUR COMPANY OR AN AUTHORIZED AGENT FOR THIS PROPOSAL TO BE CONSIDERED VALID BY THE COUNTY.

Sign for Identification

Printed Name

Title

Email

REFERENCES

List three references for which the Vendor has provided Goods/Services similar to those requested in the Proposal Document within the last 12-36 months. Include contact name, address, telephone number, email address and services provided.

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Email:		Email:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Email:			
Date of Service:			

Sign for Identification

Printed Name

EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Completed Proposal Document covers all items as specified.

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

- Worcester County's Website
- eMaryland Marketplace Advantage (eMMA)
- Newspaper Advertisement
- Direct email
- Other _____

The vendor hereby acknowledges receipt of the following addenda.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

President

Witness

Attest: _____

Corporate Secretary

Affix Corporate Seal

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Proposal Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal Document and of all pertinent circumstances respecting such Proposal Documents;
3. Such Proposal Document is genuine and is not a collusive or sham Proposal Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Proposal Document in connection with the Work for which the attached Proposal Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Proposal Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Proposal Document price or the Proposal Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Proposal Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____	By: _____
Witness	Signature
_____	_____
Witness	Printed Name

	Title

NOTARIZE

Subscribed and sworn to before me this _____ day of _____, 2023

Notary Public _____ My Commission expires: _____
(SEAL, if Corporation)

EXHIBIT A

WORCESTER COUNTY MARYLAND STANDARD TERMS AND CONDITIONS

The provisions below are applicable to all Worcester County (“County”) contracts. These provisions are not a complete agreement. These provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions (“Contract”). If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

1. **Amendment.** Amendments to the Contract must be in writing and signed by the parties.
2. **Bankruptcy.** If a bankruptcy proceeding by or against the Contractor is filed, then:
 - a. The Contractor must notify the County immediately; and
 - b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
4. **Contingent Fee Prohibition.** The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
5. **Counterparts and Signature.** The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
6. **Exclusive Jurisdiction.** All legal proceedings related to this Contract must be exclusively filed, tried, and maintained in either the District Court of Maryland for Worcester County, Maryland or the Circuit Court of Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.
7. **Force Majeure.** The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
8. **Governing Law.** The Contract is governed by the laws of Maryland and the County.
9. **Indemnification.** The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney’s fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.

10. Independent Contractor.

- a. Contractor is an “Independent Contractor”, not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor’s performance.
- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

11. Insurance Requirements.

- a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”. A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”.
- c. Contractor must provide the County with a certification of Workers’ Compensation Insurance, with employer’s liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- d. All insurance policies must have a minimum 30 days’ notice of cancellation. The County must be notified immediately upon cancellation.
- e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

12. Nondiscrimination. Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

13. Ownership of Documents; Intellectual Property.

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.
- c. The Contractor must indemnify the County from all claims of infringement related to

the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

14. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
15. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
16. **Remedies.**
 - a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
 - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
 - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
17. **Responsibility of Contractor.**
 - a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
 - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
 - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.
18. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
19. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

20. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
21. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
22. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
23. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
24. **Use of County Facilities.** Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
25. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.

RFP: Worcester County Disaster Debris Management

DO NOT INCLUDE TIPPING FEES IN UNIT COST

Tipping fees should not be included in the unit price on the proposal form; however, the successful contractor will submit invoices indicating the unit cost and the tipping fee. The successful contractor will be paid the unit cost and the actual tipping fee. Tipping fees will not be waived.

*For Services rendered after the initial 70-hour period			
The County may NOT allow the usage for all methods listed below; however, pricing is requested in the event it is needed.			
Category	Field Name and Description	Unit	Unit Price
Vegetative Collect and Haul	0-15 Miles Veg from ROW to DMS or final disposal <i>Vegetative collect and removal for a haul distance up to 15 miles</i>	CY	
	16-30 Miles Veg from ROW to DMS or final disposal <i>Vegetative collect and removal for a haul distance between 16 and 30 miles</i>	CY	
	31-60 Miles Veg from ROW to DMS or final disposal <i>Vegetative collect and removal for a haul distance between 31 and 60 miles</i>	CY	
	60+ Miles Veg from ROW to OMS or final disposal <i>Vegetative collect and removal for a haul distance greater than 60 miles</i>	CY	
	Single Price Veg from ROW to OMS or final disposal <i>A single price vegetative collect and removal for any haul distance</i>	CY	

Management and Reduction	Grinding Grinding/chipping vegetative debris	CY	
	Grinding Grinding/chipping C & D debris	CY	
	Air Curtain Burning Air Curtain Burning vegetative debris	CY	
	Open Burning Open Burning vegetative debris	CY	
	Debris Management Site Management Preparation, management, and segregating at debris management site, build tower, return DMS to pre-disaster condition.	CY	

*For Services rendered after the initial 70-hour period			
The County may NOT allow the usage for all methods listed below; however, pricing is requested in the event it is needed.			
Category	Field Name and Description	Unit	Unit Price
C&D Collect and Haul	0-15 Miles C&D from ROW to DMS or final disposal <i>C&D collect and removal for a haul distance up to 15 miles</i>	CY	
	16-30 Miles C&D from ROW to DMS or final disposal <i>C&D collect and removal for a haul distance between 16 and 30 miles</i>	CY	
	31-60 Miles C&D from ROW to DMS or final disposal <i>C&D collect and removal for a haul distance between 31 and 60 miles</i>	CY	
	60+ Miles C&D from ROW to OMS or final disposal <i>C&D collect and removal for a haul distance greater than 60 miles</i>	CY	
	Single Price C&D from ROW to OMS or final disposal <i>A single price C&D collect and removal for any haul distance</i>	CY	

Final Disposal from OMS	0 - 15 Miles from OMS to Final Disposal <i>Transport processed debris from DMS to final disposal 0 - 15 miles</i>	CY	
	16 - 30 Miles from OMS to Final Disposal <i>Transport processed debris from OMS to final disposal 16- 30 miles</i>	CY	
	31- 60 Miles from OMS to Final Disposal <i>Transport processed debris from DMS to final disposal 31 -60 miles</i>	CY	
	60+ Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 60+ miles</i>	CY	
	Single Price from DMS to Final Disposal <i>A single price transport of processed debris from DMS to final disposal</i>	CY	

*For Services rendered after the initial 70-hour period					
The County may NOT allow the usage for all methods listed below; however, pricing is requested in the event it is needed.					
Category	Field Name and Description	Estimated Quantity (a)	Unit (b)	Unit Price {c}	Line Item Price (a) x (c)
Tree Operations	Hazardous Trees 6" - 12.99" <i>Hazardous tree removal for a 6 - 12.99" trunk diameter</i>	1	TREE		
	Hazardous Trees 13" - 24.99" <i>Hazardous tree removal for a 13 - 24.99" trunk diameter</i>	1	TREE		
	Hazardous Trees 25" - 36.99" <i>Hazardous tree removal for a 25 - 36.99" trunk diameter</i>	1	TREE		
	Hazardous Trees 37" - 48.99" <i>Hazardous tree removal for a 37 - 48.99" trunk diameter</i>	1	TREE		
	Hazardous Trees 49"+ <i>Hazardous tree removal for a 49"+ trunk diameter</i>	1	TREE		
	Trees with Hazardous Limbs 2" in diameter or greater at point of break <i>Hazardous hanging limb removal</i>	1	TREE		
	***Hazardous Stumps <24" for Removal only (no extraction allowed) based on a 12" Stump	1	CY		
	Hazardous Stumps >24" - 36.99" <i>Hazardous stump extraction and removal for a 24 - 36.99" stump diameter</i>	1	STUMP		
	Hazardous Stumps >37" - 48.99" <i>Hazardous stump extraction and removal for a 37 - 48.99" stump diameter</i>	1	STUMP		
	Hazardous Stumps >49"+ <i>Hazardous stump extraction and removal for a 49"+ stump diameter</i>	1	STUMP		
	Stump Fill Dirt <i>Fill dirt for stump holes after removal</i>	100	CY		

All debris generated by these tree operations will be placed on the ROW and removed and paid per unit prices for vegetative debris removal in Schedule 1.

*** Refer to the Federal Emergency Management Agency ("FEMA") Public Assistance Policy and Guidance, latest version

*For Services rendered after the initial 70-hour period					
The County may NOT allow the usage for all methods listed below; however, pricing is requested in the event it is needed.					
Category	Field Name and Description	Estimated Quantity (a)	Unit (b)	Unit Price {c}	Line Item Price (a) x (c)
Specialty Removal	Waterway Debris Removal <i>Debris Removal from canals, rivers, creeks, streams, and ditches</i>	1	CY		
	Sand Collection and Screening <i>Pick up, screen, and return debris laden sand/mud/dirt/rock</i>	1	CY		
	Vehicle Removal <i>Removal of eligible vehicle</i>	1	UNIT		
	Vessel Removal (Land) <i>Removal of eligible vessel</i>	1	LF		
	Vessel Removal (Marine) <i>Removal of eligible vessel from waterway</i>	1	LF		
	Carcass Removal <i>Removal of debris that will decompose (animals and organic fleshy matter)</i>	1	POUND		
	ROW White Goods Removal <i>Pick up and haul of white goods to disposal site</i>	1	UNIT		
	Freon Management <i>Freon management and recycling</i>	1	UNIT		
	Demolition of Private Structure (C&D)	125	CY		
	Demolition of Private Structure (RACM)	125	TON		
	Electronic Waste <i>Removal of electronic debris that contain hazardous materials, such as cathode ray tubes. Includes computers monitors and televisions.</i>	1	POUND		
	Putrescent Removal <i>Removal of debris that will decompose or rot (animals and organic fleshy matter)</i>	1	POUND		
	Bio-waste <i>Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste).</i>	1	POUND		
	Household Hazardous Waste (HHW) <i>HHW removal and disposal</i>	1	POUND		

PROPOSER'S BID CERTIFICATION FORM

To Whom It May Concern:

I have carefully examined the Request for Proposal and any other documents accompanying or make a part of this Request for Proposal.

I hereby propose to perform the following Services as specified in this Request for Proposal at the rates described on SCHEDULE 1- UNIT RATE PRICE SCHEDULE and SCHEDULE 2 - HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE.

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

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

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal laws regulations, executive orders, and the latest version of FEMA policies, procedures, and directives.

It is distinctly understood that the County reserves the right to reject any or all proposals.

Company Name

Federal Tax ID: _____

Authorized Signature

Phone: _____

Printed Name

Fax: _____

Mailing Address

Email: _____

City/State/Zip

NOTARIZE

Subscribed and sworn to before me this _____ day of _____, 2023

Notary Public _____

My Commission expires: _____

(SEAL, if Corporation)

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The Use of any Contractor that has been declared debarred by the office of Federal Contract Compliance Programs (OFCCP) is prohibited. Further the use of subcontractor(s) that has been declared debarred by OFCCP is prohibited. A complete list of federally disbarred contractors can be found at www.sam.gov. It is the sole responsibility of the Contractor to ensure that subcontractor(s) are in good standing with the OFCCP and not on the disbarment list.

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

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting the proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in eligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions.

Signature

Title

Date

NOTARIZE

Subscribed and sworn to before me this _____
day of _____, 2023

Notary Public _____

My Commission expires: _____

(SEAL, if Corporation)

CERTIFICATION REGARDING LOBBYING

This certification requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for an award of \$100,000 or more shall file the required certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the County.

The offeror, by signing its offer, hereby certifies, to the best of bis or her knowledge and belief 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 sub awards at all tiers (including subcontracts, sub grants, 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 380 *l et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name & Title of Contractor's Authorized Official

Date: _____