



HABERSHAM COUNTY  
GEORGIA | Est. 1818

**HABERSHAM COUNTY**  
**Office of County Commissioners**  
130 Jacob's Way, Suite 302, Clarkesville, GA 30523  
706-839-0200

[www.habershamga.com](http://www.habershamga.com)

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## REQUEST FOR PROPOSALS

Habersham County Office of County Commissioners is soliciting proposals for  
Disaster Debris Removal Services

PROPOSALS DUE:

**December 4th, 2024**  
**2:00 PM EST**

SUBMIT PROPOSALS TO:

Habersham County Office of the Commissioner  
Attn: Purchasing, Finance Department  
130 Jacob's Way  
Suite, 302  
Clarkesville, GA 30523  
[purchasing@habershamga.com](mailto:purchasing@habershamga.com)  
706-839-0200



**Office of County Commissioners  
RFP 2025-12 Disaster Debris Removal Services  
Proposals Due Wednesday, December 4<sup>th</sup>,  
2024, no later than 2:00PM EST**

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## RFP Timetable

Description	Date
RFP released	November 6th, 2024
Deadline for proposal questions	November 20th, at 2:00 PM EST
<b>Submittal deadline</b>	<b>Wednesday December 4th, 2024, at 2:00 PM EST</b>
Tentative award date	December 16th, 2024

## Submittal Requirements

Each bidder must submit their proposal, enclosed in a sealed envelope or box, and marked with the bidders' name, address and labeled: **“Disaster Debris Removal Services”** and addressed to:

Habersham County  
Purchasing, Finance Department  
130 Jacob's Way, Suite 302  
Clarkesville, GA 30523

Proposals shall be received no later than **2:00 PM, Wednesday December 4th, 2024**, at Habersham County's Administration Building at 130 Jacob's Way, Suite 302, Clarkesville, GA 30523, at which time and place all proposals will be publicly opened and acknowledged.

Habersham County is located in the northeast corner of Georgia, approximately 90 miles north of Atlanta. Habersham County Seat is Clarkesville, GA. Population is estimated at approximately 47,000 and encompasses 279 square miles.

## TERMS AND CONDITIONS

1. Habersham County is seeking proposals from qualified contractors for Disaster Debris Removal Service for a period of three (3) years with three (3) subsequent one (1) year renewals possible. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to Habersham County. Additionally, Habersham County has the right to cancel this contract with 30 days written notice upon unsatisfactory service.
2. Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. Habersham County Government assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the improper designation.
3. Habersham County reserves the right to reject any and all proposals. The County will not discriminate against any vendor submitting a bid because of race, creed, color, national origin, or handicap. The County is an equal opportunity employer.
4. Habersham County encourages all proposers to promote opportunities for diverse business, including Minority Business Enterprises (“MBE”), Female Business Enterprises (“FBE”), and Small Business Enterprises (“SBE”) to be included as sub-consultants and/or vendors. However, nothing herein should be construed to indicate that a MBE, FBE or SBE may not apply and be selected independently. MBEs, FBEs, and SBEs that meet qualifications of this RFP are encouraged to submit their qualification for consideration.

5. Habersham County reserves the right to exercise discretion and apply its judgment with respect to all bid proposals submitted. The County also reserves the right to reject all proposals, either in part or in its entirety, or to request and obtain, from one or more of consulting firms submitting proposals, supplementary information as may be necessary for County staff to analyze the bids proposals.
6. Habersham County may elect to award a contract in multiple phases, as is deemed to be in the County's best interest. Should the County award projects in phases, the County reserves the right to award the phases to the same firm. All proposals submitted in response to the RFP become property of Habersham County and public records and will be subject to public view.
7. All proposals shall constitute, for a period of 90 calendar days from date of award, an irrevocable offer to provide the goods/services set forth in the specifications and proposal.
8. At no time shall the successful vendor reproduce Habersham County's logo, return address or any other identifying or proprietary information for any other purpose. Also, the vendor shall not use Habersham County in any advertisements without the written consent of the County.
9. Habersham County Government is tax exempt. The selected vendor will be provided with Habersham County's Sales and Use Tax Certificate of Exemption number upon request.
10. The successful bidder shall furnish Habersham County a Performance and Payment Bond prior to the execution of the Contract should the contract price exceed \$50,000. Performance and Payment Bonds shall be equal to 100 percent of the Contract. The Bonds shall be executed by the Contractor and a Surety Company acceptable to the County and authorized to do business in the State of Georgia. In the event the bond is furnished by an out-of-state agent, it shall be countersigned by a Georgia resident agent in accordance with laws of Georgia.
11. The successful bidder shall be required to procure and maintain insurance against claims for injuries to persons or damages to property for the duration of contract. The cost of such insurance should be included in the proposal packet.
12. Habersham County follows the purchasing policies and procedures adopted on December 14, 2015 through Habersham County Ordinance to Chapter 2, Article 4, Division 2. Refer to [http://www.habershamga.com/document\\_center.cfm?fid=339&ysnDC=1](http://www.habershamga.com/document_center.cfm?fid=339&ysnDC=1) for complete document.

## **QUESTIONS AND INTERPRETATIONS**

No inquiries or interpretation of meaning concerning this Request for Proposal will be made to any interested party orally. Every inquiry or request for interpretation should be made in writing via e-mail. All inquiries and requests for interpretation should be sent via e-mail to [purchasing@habershamga.com](mailto:purchasing@habershamga.com). All questions and all answers will be posted on the website [www.habershamga.com](http://www.habershamga.com). It will be the responsibility of interested parties to periodically check the website for any new information. Pre-awarded protests should be handled in the same manner as defined in the County's Purchasing Manual.

## SPECIAL CONDITIONS

### Qualifications of The Firm

1. Provide a description and history of the firm focusing on previous governmental Disaster Debris Removal Services experience.
2. Provide a listing of Disaster Recovery projects within the last ten (10) years with a brief narrative of each project, client and services provided, whether as lead agency or as a sub-contractor, value of services and current status.
3. State if your firm has operated under a different name within the past ten (10) years and provide the name that your firm previously operated under.
4. Provide complete details of any contract termination within the last (10) years and state the reason(s) for the termination.
5. Firm responses shall include, at minimum, the following:
  - Recent experience demonstrating an in-depth understanding of Disaster Debris Removal Services in accordance with GEMA and FEMA policies.
  - Documented complete and full working knowledge of Federal, State, and Local codes, laws and regulations governing the work, including Public Assistance Guide (FEMA 322), Public Assistance Handbook (FEMA 323) and the Public Assistance Debris Management Guide (FEMA 325)
  - Experience coordinating with Federal, State, and Local emergency agencies.
  - Demonstrate reporting to GEMA and FEMA.
  - Provide a detailed list of all the services the company is able to provide.
  - Provide an equipment list to meet or exceed the minimum requirements of the Scope of Services and indicate if owned, leased, sub-contracted and time of availability should upon activation of contract/task order.
6. Provide at least five (5) references for which the firm has performed services within the past ten (10) years that are similar to the requirements listed in the Scope of Services. The references must be able to attest to the company's knowledge, quality of work, timeliness, diligence, working relationships and flexibility. Provide the reference contact name, address, email address, telephone numbers and date of the contract.
7. Provide a list of all claims, arbitrations, administrative hearings and lawsuits related to debris removal services brought against your company. Has the proposer been defendant in any litigation involving debris removal services in the last ten (10) years? If so, provide a detailed description of such litigation and the outcome. Has the proposer ever been the subject of an investigation involving debris removal services? If so, provide a detailed description of the investigation and its outcome. Has the proposer ever brought suit against a state or local government involving the proposer's debris removal services contract with such governmental entity? If so, provide a detailed description of the suit and its outcome. Is the proposer currently barred from doing GEMA/FEMA related work? The respondent must advise

the County if they are on the Federal and/or State Excluded Parties List. Failure to comply with this requirement will automatically disqualify the respondent's bid.

8. Certification that the Bidder or its officers or any predecessor companies are not under any part of the Bankruptcy Act nor ever filed under the Bankruptcy Act within the previous seven years.

### **Evaluation Criteria**

An award may be issued to other than the lowest responsible and responsive bidder based on "best value" to the County. "Best value" shall be determined based upon, but not limited to, the following criteria:

- The ability, capacity and skill of the respondent to perform the contract or provide the services required.
- The capacity of the respondent or firm to perform the contract or provide the service promptly or within the time specified without delay or interference.
- The character, integrity, reputation, judgement, experience and efficacies of the respondent or firm.
- The quality of performance and previous contracts or services.
- The previous and existing compliance by the respondent or firm with laws and ordinances relating to the contract or services.
- The sufficiency of the financial resources and ability of the respondent or firm to perform the contract or provide the services.
- The number and scope of conditions attached to the proposal or firm, if any.
- Cost of services.

### **Project Management**

Provide a descriptive list of key personnel to be assigned to provide the required services with resumes for each describing experience, training and education relevant to the required services. Provide an organizational chart. Provide a list of certifications held by key personnel. Key personnel must be trained in National Incident Management Systems (NIMS) for public works including copies of Incident Command System certifications.

### **Technical Approach**

1. Project Approach: Provide a narrative description of your approach to project operations, including principles of project management, pre-planning approach, and mobilization method.
2. Contract Management: Describe your ability to handle multiple contractual obligations in the event of regional or statewide disaster involving a number of public entity clients under contract for similar support.
3. Accounting & Document Management: Describe your approach to invoicing and documentation. Demonstrate effective and efficient automated processing of all documents for reimbursement.
4. Debris Operations Plan: This description should fully and completely demonstrate the proposers intended methods in performing the contract. At a minimum, the plan shall address mobilization, response time, hauling, staging, reduction, recycling, disposal, DMS management, and required documentation.

### **Financial Statements**

Current audited or compilation financial statements, or two (most recent) years of reviewed financial statements from a Certified Public Accounting firm confirming Proposer's financial ability to finance a multi-million dollar volume of work for a minimum of 45 days without interference or slow-down in the work.

### **Surety Reference**

Proposer must also demonstrate bonding capability by submitting a letter from its surety stating that the Proposer has a bonding capacity of a least three (3) million dollars.

## **Appendices**

Include any additional information you deem essential to a proper evaluation of your proposal not included in the preceding section. These Appendices should be relevant and brief.

### **Contract**

The successful contractor will be expected to provide an executed contract for approval by the Board. Upon receipt of the fully executed contract, the contractor shall be bound to deliver the stated services according to the terms and conditions of the contract and any addendums thereto. Habersham County shall also be bound on the said terms and conditions to procure the services described and remit payment to the contractor when said services are completed. The successful contractor shall not commence work under this Request for Proposal until a written contract is awarded. If the successful contractor does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

### **Performance and Approval of Sub-Consultants**

The Vendor will perform the work as an independent contractor and not as an agent or employee of Habersham County, and will secure written permission from Habersham County before subcontracting any part of this service. *Vendor will only have one tier of subcontractors unless prior approval is given by Habersham County.*

### **Changes**

In the event a contract is awarded, Habersham County may, with prior Board approval, make changes at any time during the contract period within the general scope of the contract and its technical provisions. If any such change causes any increase or decrease in the Vendor's cost of performing any part of the contract, an equitable adjustment shall be made in the contract prices, or in the time of performance, or in both. A written memorandum of such adjustment shall be made prior to any changes in contract pricing schedules.

### **Applicability to Sub-Jurisdictions**

Subsequent to award of the contract, Habersham County municipalities may avail themselves of contractor's services at the same fees charged to Habersham County. Any agreement between a municipality and the successful contractor will be independent from Habersham County's agreement with the contractor. Habersham County will bear NO responsibility for any agreement between a municipality and the contractor. The successful contractor must therefore have the ability to provide services under this contract County-wide.

### **Inspection by Contractor**

The contractor understands that any information provided by Habersham County is meant only to assist the contractor and contractor agrees to rely on its own knowledge and investigation and not any assistance provided by Habersham County. The contractor acknowledges that it is prepared for potentially adverse working conditions including, but not limited to; limited fuel supplies, limited housing availability, limited food and water supplies, and wet and muddy conditions, and that these factors were considered in determining the costs originally agreed upon by the parties.

### **Hours of Work**

The Contractor shall operate during daylight hours coordinating with storage and disposal facilities, unless otherwise directed by Habersham County's designated representative. Removal of debris shall be restricted to between the hours from dawn to dusk. Contractor shall devote such time, attention, and resources to the performance of Contractor's services and obligations hereunder as shall be necessary to complete this project.

### **Time of the Essence**

Contractor understands that time is of the essence in the performance of this work and agrees to work diligently to complete this work by the earliest possible date.

### **Personnel**

Contractor represents and warrants to Habersham County that the Contractor has or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel required to perform the services under this Contract. Such personnel shall not be deemed to be employees or agents of Habersham County or to have any contractual relationship with Habersham County. All services required of the Contractor hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. Any changes or substitutions in the Contractor's key personnel must be approved in advance by Habersham County. The contractor represents and warrants to Habersham County that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The contractor shall remove from the work described in this Contract any person Habersham County deems to be incompetent, careless, or otherwise objectionable.

### **Safety**

1. The contractor understands and acknowledges that it may be working in congested areas. Contractor shall employ flag men and other necessary measures to protect the public and shall be fully responsible for implementing safety measures in performing its work and will provide necessary traffic control measures.
2. The contractor shall be responsible for the conduct and actions of all of its employees and subcontractors. The contractor's employees and subcontractors shall not exhibit any pattern of discourteous behavior to the public or otherwise act in a manner contrary to the best interests of Habersham County.
3. The contractor shall be responsible for the control of pedestrian and vehicular traffic in the work area. The contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract.

### **Performance**

Contractor shall perform its obligations hereunder in a manner so as not to interfere with the normal operations of Habersham County. Such performance by the contractor shall be in compliance with all applicable local, state, and federal laws and regulations.

### **Modifications of Work**

Habersham County reserves the right to make changes in the Services, including alterations, reductions or additions thereto. If Habersham County elects to make the change, Habersham County shall issue a contract amendment or change order, and the contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by both parties.

## **SCOPE OF SERVICES**

### **Scope of Work**

The primary purpose of this scope of work is to maintain the public health, safety, and well-being of Habersham County and its citizens during the response to an emergency situation, as well as to restore the public areas of Habersham County to a normal condition. The Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of this Contract in the shortest time possible. Debris removal from private property may be added to this contract.



The work to be performed under this Contract shall consist of collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process, or dispose of debris that is unrelated to disaster damage. Direction by Habersham County in this proposal shall also mean direction by the Monitor. Trees, limbs, and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way line or property line, and the public portion shall be removed under this contract. No debris shall be loaded without the presence of a monitor issuing a proper load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, and loading departure time.

The Contractor shall maintain debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of ROW debris during each pass and provide this information to the Monitor on a daily basis. To receive payment under this Contract, the Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by a Habersham County representative at each site. The Contractor shall be paid solely on the tickets issued and verified by the Monitor at the reduction sites.

### **Task Order Specific to Disaster**

When a major disaster occurs, or is imminent, Habersham County will advise successful firm of the County's intent to activate the contract. A task order will be issued specific to the disaster.

In preparation for an imminent hurricane strike, the contractor may be asked to stage outside the strike area. In this case, the contractor is to provide the emergency push into Habersham County.

Upon contacting the contractor, Habersham County will issue a task order assignment with a project specific scope of work. The issuance of the task order will allow the contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The contractor will also begin coordination with Habersham County emergency management personnel. This may include staffing or preparing reports for the emergency operations center.

The contractor shall have a maximum of fourteen (14) calendar days from notification by Habersham County to mobilize and begin their response. Failure to mobilize and be on site in the allotted time may result in termination of the task order. Habersham County reserves the right to bring in an alternate contractor(s) should mobilization not occur fourteen (14) calendar days from notification.

Once work has commenced, should the contractor discontinue operations for more than 5 consecutive calendar days without authorization from Habersham County, Habersham County reserves the right to bring in an alternate contractor(s).

### **Management and Operations**

The Contractor shall manage one or more Debris Management Sites (DMS) designated by Habersham County. Site management, debris reduction, and site closure shall comply with all local, Federal and State laws and regulations. DMS management shall include site security and include segregation of types and sources of debris, as directed by Habersham County.

The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area including providing for, installing, and enforcing traffic control signage.

The Contractor shall manage the site(s) to minimize the risk of fire. Contractor shall provide a DMS Foreman. The DMS site foreman will be responsible for management of all operations of the site(s) to include, traffic control, dumping operations, segregation of debris, burning, grinding, and safety. The DMS site foreman will coordinate directly with Habersham County's/authorized agency's site monitor.

Prior to a disaster event, the Contractor shall assist Habersham County in finding and establishing disposal sites within Habersham County. Upon activation of this contract the Contractor will maintain the temporary disposal sites. This includes installation of any required culverts with adequate turning radius for vehicles used by the Contractor to haul debris and the development and creation and maintenance of any needed access roads from an asphalt street to the dump area and any necessary improvements to dump site to prevent vehicles from becoming stuck in mud and unable to use dump site during wet conditions. This includes hauling and placing gravel for the site. The contractor shall provide for any environmental requirements to include, but not limited to, wind-born debris control fencing, silt fencing or water retention berms. The Contractor shall construct a roofed inspection tower sufficient for a minimum of three (3) inspectors (scissor lifts may be used as towers, if approved by Habersham County). The gravel cost and other necessary site preparation costs will be invoiced to Habersham County. Payment under this pay item shall be based on a per cubic yard quantity.

The Contractor shall be responsible to assemble and direct a workforce that can complete all debris management tasks.

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 including the posting of traffic control signage. Additionally, the Contractor shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of the contract.

The Contractor shall ensure that wherever non-English speaking crews are utilized, at least one crew supervisor must be fluent in English.

The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractor's actions or operations during the performance of the contract. Corrections for any such violations shall be at no additional cost to Habersham County and/or the authorized agencies.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State or Local governments or agencies, or of any public utilities or other private Contractor.

Contractor must be able to mobilize management staff and field crews.

One of FEMA requirements is for Habersham County to have monitoring service observe and document the procedures of hired "hauler" contractors who are responsible for recovery efforts of damaged disaster debris from public and private property, public areas and public right-of-ways. The monitoring service will ensure that Habersham County's hired disaster debris removal contractors only recover disaster damaged debris that is eligible for reimbursement by FEMA and that is covered under the individual contractor's contract. The selected "hauler" contractor will coordinate work with Habersham County's hired monitoring service contractor to ensure that the monitoring service is aware of their daily work schedules. The monitoring service will complete load tickets that document the following for each group of items collected by the "hauler" contractors:

1. Using load tickers, keep a detailed list of items removed.
2. Document location of where the items were removed.
3. Estimate the weight of the original items collected.
4. Track the name of the company and employee(s) who collected the items.
5. Document whether the items recovered by the hauler contractor were eligible under the hauler's contract.

6. Document whether the items recovered are eligible under FEMA reimbursement guidelines.
7. Document if the recovered items are hazardous and require special handling.
8. Document if hazardous items are staged separately for other non-similar disaster debris.
9. Document if the hauler followed the proper procedures to dispose of the hazardous disaster debris.
10. Document the methods used by the hauler contractor to reduce the volume of the disaster debris prior to disposal into the landfill.
11. Document the disposal method for all disaster debris collected by the hauler contractor; and
12. Reconciled the disaster debris load tickers to the hauler's invoices for accuracy prior to Habersham County paying the haulers invoices.

The Contractor shall be responsible for filling, to grade with like material, all surface damage, such as rutting and pavement damage caused by the Contractor's equipment during debris removal. The Contractor shall repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, above ground utilities etc. caused by the Contractor's equipment or personnel. The Contractor shall preserve and protect all existing structures, utilities, vegetation and etc. on or adjacent to work area.

The Contractor(s) shall be responsible for reporting to the Habersham County debris management center and cleaning up all petroleum, oil, lubricant "poll" spills caused by the Contractor(s)'s operations at no additional cost. Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable Federal, State and Local laws and regulations.

The Contractor shall repair or replace, with like material, all damaged mailboxes as soon as possible after which the damage occurred. The Contractor shall contact the person(s) making the claim regarding damages within 24 hours after receiving the claim.

The Contractor shall provide Habersham County with a weekly report listing all damage claims and outlining the status of all damage repairs.

**Contractor should have experience working on construction sites and be familiar with safety regulations. They should have the ability to estimate debris quantities, tree diameters, differentiate between debris types, properly fill out load tickets, and follow all site safety procedures. Specific services may include:**

- Coordinating daily briefings, work progress, staffing, and other key items with Habersham County.
- Work with and coordinate work with Habersham County hired monitoring services contractors.
- Scheduling work for all team members, contractors, and subcontractors on a daily basis.
- Alert Habersham County and the debris contractor(s) of safety concerns during the debris removal process by conducting both routine and random safety inspections of operations.
- Developing daily operational reports to keep Habersham County informed of work progress.

- Complete Hazardous Stump Worksheet and other pertinent report preparation required for reimbursement FEMA and any other applicable agency for disaster recovery effects by Habersham County staff and designated debris removal contractors.
- Provide a Final Report within 30 days of completion of the recovery operations.

### **Removal and Hauling Vegetative Debris**

As identified by and directed by Habersham County or the Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative debris collected from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site(s) (DMS) within the community as designated by Habersham County. This includes fallen tree and limb debris that is located on public property and ROW as well as hazardous limbs and trees removed by the Contractor and placed on public property or ROW. Payment under this pay item shall be based on a per cubic yard quantity.

### **Reduction of Vegetative Debris by Grinding**

The Contractor shall reduce vegetative debris by grinding. This may include vegetative debris delivered to the DMS by the Contractor, Habersham County, or others. Payment under this pay item shall be based on a per cubic yard quantity.

### **Reduction of vegetative Debris by Burning**

The Contractor shall reduce vegetative debris by air curtain incinerator burning. *Any burning MUST be performed with an air curtain. Burning performed without an air curtain is non-reimbursable and will be the contractor's responsibility. Habersham County WILL NOT pay for any debris reduced by burning performed without an air curtain.* This may include vegetative debris delivered to the DMS by the Contractor, Habersham County, or others. Payment under this pay item shall be based on a per cubic yard quantity. If the Landfill is the DMS site, no burning will be allowed.

### **Loading, Hauling and Disposal of Vegetative Debris Reduced by Grinding**

Contractor shall load and haul reduced (by grinding) vegetative debris to a final disposal site as directed by Habersham County. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill as directed by Habersham County. This pay item does not include tipping or disposal fees. Payment under this pay item shall be based on a per cubic yard quantity. Tipping fees will be paid by the Contractor and billed to Habersham County for reimbursement. Habersham County will bill FEMA for reimbursement.

### **Loading, Hauling and Disposal of Vegetative Debris Reduced by Burning**

Contractor shall load and haul reduced (by burning) vegetative debris to a final disposal site as directed by Habersham County. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill as directed by Habersham County. This pay item does not include tipping or disposal fees. Payment under this pay item shall be based on a per cubic yard quantity. Tipping fees will be paid by the Contractor and billed to Habersham County for reimbursement. Habersham County will bill FEMA for reimbursement.

### **Removal and Hauling of C&D Debris to DMS**

As identified and directed by Habersham County, the Contractor shall accomplish the pickup, loading, and hauling of all C&D Debris collected from public property and ROW. The Contractor shall haul C&D debris to a DMS within the community, as designated by Habersham County. Payment under this pay item shall be based on a per cubic yard quantity.

### **Reduction of C&D Debris by Grinding**

In order to reduce the burden on available landfill space, the Contractor may be required to reduce C& D debris by grinding if permitted by Habersham County. This may include C&D debris delivered to the DMS by the

Contractor, Habersham County, or others. Payment under this pay item shall be based on a per cubic yard quantity.

### **Reduction of C&D Debris by Compaction**

The Contractor may be required to reduce C&D debris by compacting the debris with heavy equipment (i.e. large track hoe). This may include C&D debris delivered to the DMS by the Contractor, Habersham County, or others. Payment under this pay item shall be based on a per cubic yard quantity.

### **Loading, Hauling and Disposal of C&D Debris Reduced by Grinding/Compaction**

The Contractor shall load and haul reduced (by grinding or compaction) C&D debris to a final disposal site as directed Habersham County. The Contractor may be required to remove and haul reduced debris from a DMS site or sites managed by others, to an approved landfill as directed by Habersham County. This pay item does not include tipping or disposal fees. Payment under this pay item shall be based on a per cubic yard quantity. Tipping fees will be paid by the Contractor and billed to Habersham County for reimbursement. Habersham County will bill FEMA for reimbursement.

### **Loading, Hauling and Disposal of C&D Debris (Non DMS Option)**

As identified by and directed by Habersham County, the Contractor shall accomplish the pickup, loading, and hauling of all Construction and Demolition (C&D) Debris from public property and ROW. Contractor shall deliver C&D Debris directly to a final disposal site approved and directed by Habersham County. Additionally, the Contractor may be required to pick up and remove C&D Debris located at DMS sites operated by others, as directed by Habersham County or Monitor, for payment under this pay item. Payment under this pay item shall be based on a per cubic yard quantity. Tipping fees will be paid by the Contractor and billed to Habersham County for reimbursement. Habersham County will bill FEMA for reimbursement.

### **Removal of Hazardous Hanging Limbs**

The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter from trees on public property and ROW, **as identified by Habersham County. Trees with hazardous limbs must be identified by Habersham County prior to removal by the Contractor TO BE ELIGIBLE FOR PAYMENT.** Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis. Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be handled separately under pay item above.

### **Disaster Debris Hazardous Leaning Trees and Tree Stump Recovery Services (Extraction, Grinding, Flush Cut and Bracing or Straightening Trees)**

Contractors will be required to identify, extract, remove, and dispose of disaster related hazardous leaning trees and tree stump debris from Habersham County's improved public property, improved public areas, and public right-of-way. This includes fill in, or grinding in place, of root ball areas of disaster damaged tree/tree stumps or flush cut disaster damaged trees/tree stumps. In addition, contractors will be required to identify leaning trees that pose a threat for straightening or bracing if it is less costly than removal and disposal. Habersham County will seek reimbursement from the Federal Emergency Management Agency (FEMA) for having a contractor provide these services. Therefore, the contractor shall follow FEMA guidelines as outlined in the January, 2016 FEMA 322 Public Assistance Guide, 2010 FEMA 327 Public Assistance Debris Monitoring Guide and FEMA 325 Public Assistance Debris Management Guide.

### **Removal of Hazardous Leaning Trees**

The Contractor shall remove hazardous leaning trees (leaners) 6" or greater in diameter (measured 54" above ground) from public property and ROW, **as identified by Habersham County. Hazardous leaning trees must be identified by Habersham County prior to removal by the Contractor TO BE ELIGIBLE FOR PAYMENT.** Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50%

of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. Habersham County or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Price Proposal. Payment for hauling, reduction, and disposal of the hazardous trees collected and placed on ROW will be handled separately under pay item above.

***The contractor must note that grinding any residual tree stump after the tree has been removed is not eligible for reimbursement by FEMA; therefore, that process is not an acceptable method for any contract/task order resulting from this RFP.***

### **Removal of Hazardous Stumps**

If more than 50% of the root ball of a stump, greater than 24 inches diameter measured 24 inches above the ground, is exposed, the stump shall be removed. The Contractor shall back-fill each stump hole flush with the surrounding ground with compatible material. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. Payment will be on a per stump basis in size categories as shown in the Price Proposal. Payment is for stump removal only. For hauling purposes, stumps will be converted to cubic yards measurement and hauled under payment item 1. For reduction and disposal purposes, stumps will be considered vegetative debris and handled as such under separate line items.

### **White Goods**

The Contractor shall remove, decontaminate, transport, and recycle (or dispose of, at contractor's discretion) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. Freon capture must be performed by a licensed technician. White goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling, or recycling. Contractor shall be responsible for any disposal costs. Payment under this item will be per each unit.

### **Electronic Waste**

The Contractor shall removal, haul, and recycle or dispose of, at contractor's discretion electronics waste (e-waste) from public property and ROW. Payment under this item will be per cubic yard. Contractor shall be responsible for any disposal costs.

### **Household Hazardous Waste**

Household Hazardous Waste (HHW) includes handling, removal and collection of propane tanks, paint, pesticides and other materials that are prohibited items from disposal in Subtitle D landfills and Class I disposal sites. The Contractor will segregate these items from vegetative and C/D debris and load and transport the HHW to a collection site identified by Habersham County. Disposal will be the responsibility of Habersham County. No disposal is included in this line item. The HHW will be segregated in the field and hauled in concentrated loads. Payment under this item will be per pound.

### **Lawnmowers and Equipment with Small Engines**

The Contractor shall remove, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Tipping fees will be paid by the Contractor and billed to Habersham County for reimbursement. Habersham County will bill FEMA for reimbursement. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. Payment under this item will be per each unit.

### **Removal, Hauling and Disposal of Dead Animal Carcasses**

The Contractor shall remove haul and dispose of dead animal carcasses as directed by Habersham County or Monitor. Disposal must be in accordance with Federal, State, and Local Regulations Tipping fees will be paid

by the Contractor and billed to Habersham County for reimbursement. Habersham County will bill FEMA for reimbursement.

### **Removal and Hauling of Storm Deposited Soils to DMS**

As identified by and directed by Habersham County or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all storm-deposited soils (sand, silt, mud) collected from public property and ROW. The Contractor shall haul storm deposited soils to a Debris Management Site (DMS) within the community, as designated by Habersham County. Payment under this pay item shall be based on a per cubic yard quantity.

### **Removal and Hauling of Mixed C&D and Vegetative Debris to DMS**

As identified and directed by Habersham County or the Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all mixed vegetative and C&D Debris collected from public property and ROW. The Contractor shall haul Vegetative and C&D debris to a DMS within the community, as designated by the County. This material will be reduced under the C&D Grinding line item. Payment under this pay item shall be based on a per cubic yard quantity.

### **Demolition of Hazardous Structures**

As identified and directed by Habersham County or the Monitor, the Contractor shall demolish hazardous structures and place the material on the ROW for haul out as C&D. Payment under this pay item shall be based on the square footage of the structure.

### **Priority of Work Areas**

Habersham County will establish the priority of and shall approve the geographic work areas and types of debris in advance, which the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. If multiple contracts are awarded, each Contractor will be assigned a geographic area or type of debris. Habersham County may choose to reassign areas at any time for any reason. The contractor shall remove all debris and leave the site from which the debris was removed in a clean and neat condition with the understanding that there will be small quantities of leaves, twigs, bark, and household debris, (generally one-half cubic foot or less that is not picked up by equipment, machinery, and general laborers used by the Contractor). Determination of when a site is in a clean and neat condition will be at the reasonable judgment of Habersham County or its agent. **Contractor will not be allowed to “cherry pick” debris.**

### **Debris Ownership and Hauling Responsibilities**

Once the Contractor collects debris, it is the property of the Contractor and the Contractor is solely responsible for all aspects related to the debris, including, but not limited to, the hauling and disposal of the debris.

### **Debris Disposal**

- The Contractor shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable federal, state, and local laws, standards and regulations. Final disposal locations will be at Georgia EPD approved facilities with prior notification to the Owner and their consent on the proposed disposal site. Information regarding the location of final disposal shall be attached to this Contract in the form of an Addendum to this Contract. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all Local, State, and Federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by Habersham County.
- If the Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per applicable Federal, State, or Local criteria. Acceptance of proper closure by relevant government authorities must be documented by the Contractor prior to final payment under this contract. Contractor will be responsible for performing applicable environmental baseline studies prior to utilizing a site.

- Contractor acknowledges, represents, and warrants to Habersham County that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, or any other Federal, State or Local agencies or authorities.
- Contractor acknowledges and understands that any disposal, removal, transportation, or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.
- Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property, and public infrastructure.
- The Contractor shall ensure that all vehicles transporting debris are equipped with and use tarps or netting to prevent further spread of debris.

### **Contractor Equipment**

- All equipment and vehicles utilized by the Contractor shall meet all the requirements of Federal, State, and Local regulations including, without limitation, all US DOT and State regulations, and are subject to the approval of Habersham County. All loads must be secured, and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.
- The Contractor shall supply vinyl type placards identifying Habersham County, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned truck number and measured cubic yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter processing and disposal facilities.
- The Contractor shall furnish a complete and updated list identifying truck and trailers that will be used in the transport of Debris from the DMS sites to the permanent disposal sites. The listing shall include the following information:
  - Truck and/or trailer license number.
  - Year, make, and color of each truck and/or trailer.
  - Cubic yardage capacity of each trailer as measured and recorded by the Monitor.
- Each truck and trailer passing through disposal check points shall be identified by a Contactor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by Habersham County shall not be paid for debris being transported.
- Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.



- Contractors are required to ensure that all employees and subcontractors wear high visibility safety apparel. Safety apparel shall meet ANSI 107-2015 Type R.

### **Emergency Road Clearance**

Immediately following a disaster, it may be necessary to perform emergency clearance of primary transportation routes **as directed by Habersham County**. Payment under this item will be on an hourly basis for manpower and equipment as listed in the Price Proposal. This hourly work will only be conducted for the first 70 hours after Local, State, or Federal declaration unless otherwise agreed in writing.

### **Documentation Management and Support**

The Contractor shall provide data management and support to Habersham County during the disaster recovery effort including but not limited to:

- Assist Habersham County in the preparation of FEMA and State reports for reimbursement, including review of documentation prior to submittal.
- Work closely with Habersham County's Emergency Management Agency, GEMA, FEMA and other agencies to ensure that debris collection, disposition and all supporting data meet each agency's requirements for reimbursement
- Conduct daily meetings with Habersham County to provide updates on the status of operations, discuss issues/problems, and provide detailed daily work schedules. The Contractor shall provide daily situation reports in a format approved by Habersham County that detail progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done and where debris removal was completed. Reports must also include the types and volumes of debris transported, reduced, and disposed to be include with invoices submitted for payment.

### **Disaster Damage Debris Listing (Not All Inclusive) Continued**

The construction & demolition of debris must be a result of a declared disaster. **The contractor should not pickup, transport or dispose of any construction or demolition debris for new construction work.**

The hauler should have knowledge of how to handle hazardous waste debris as it contains properties that are harmful to humans and the environment. Hazardous waste is regulated under RCRA. The hauler must ensure that certified hazardous waste technicians properly handle, capture, recycle, reuse and dispose of hazardous waste.

Many white goods contain ozone-depleting refrigerants, mercury, or compressor oils. The hauler must comply with the Clean Air Act when handling white goods debris. The Clean Air Act prohibits the release of refrigerants into the atmosphere and requires that certified technicians extract compressor oils before disposing of or recycling white goods. The hauler must adhere to all Federal, State and Local requirements concerning ozone-depleting refrigerants, mercury or oils. In addition, the hauler must document how white goods are disposed of in addition to ensure that white good disaster debris is staged separately for other types of disaster debris to avoid contamination.

The hauler must ensure that the disposal of putrescent debris is in compliance with Federal, State and Local laws. The NRCA has specific guidelines for disposal of animal carcasses.

Infectious waste debris can cause infections in humans, including animal waste, human blood and blood products, etc. The hauler must take caution when encountering these types of debris. Clearance, removal, and disposal of infectious waste may be the authority of another Federal agency; therefore, the hauler must notify the Habersham County Project Manager when infectious waste is identified to ensure that agreed upon procedures are followed.

Any household and toxic waste (HHW) encountered by the debris removal Contractor is to be kept separated as much as possible in order to expedite disposal process. The Contractor is to be properly trained and certified to pick up, handle, and transport debris in compliance with Local, State and Federal requirements. The following items are considered HHW for the purpose of the contract:

- Cleaning products
- Batteries
- Workshop/Painting Supplies
- Aerosol spray can
- Indoor Pesticides
- Lawn and Garden Products
- Automotive Products
- Fluorescent light bulbs
- Propane tanks and other compressed gas cylinders
- Flammable Products
  - Home/Office Electronics – computers, TV's, monitors, lithium, and cadmium batteries.
- Refrigerators and Freezers

Or any other product/material that is not mentioned in the above list that may pose a threat to human health or the environment if not disposed of properly.

**Pricing Proposal Form**

<b>Item Description</b>	<b>Approx. Unit</b>	<b>Unit</b>	<b>Unit Price</b>
<b>Removal and Hauling of Vegetative Debris from ROW to DMS</b>	0-15.9 16-30.9 31-60	MI MI MI	\$ __. __/cy \$ __. __/cy \$ __. __/cy
<b>DMS Site Management</b> <i>*Management of Disaster Related Debris Delivered to the DMS by the Contractor or Habersham County*</i>		CY	\$ __. __/cy
<b>Grinding of Vegetative Debris at a DMS Provided by Habersham County</b> <i>*Grinding of Disaster Related Debris Delivered to the DMS by Contractor or Habersham County*</i>		CY	\$ __. __/cy
<b>Air Curtain Burning of Vegetative Debris at a DMS Provided by Habersham County</b> <i>*Burning of Disaster Related Debris Delivered to the DMS by Contractor or Habersham County unless the DMS is the Landfill*</i>		CY	\$ __. __/cy
<b>Loading, Hauling, and Disposal of Vegetative Debris Reduced by Grinding from DMS to an Approved Landfill as Directed by Habersham County</b> <i>*Contractor to pay all tipping fees directly*</i>	0-15.9 16-30.9 31-60	MI MI MI	\$ __. __/cy \$ __. __/cy \$ __. __/cy
<b>Loading, Hauling, and Disposal of Vegetative Debris Reduced by Air Curtain from DMS to an Approved Landfill as Directed by Habersham County</b> <i>*Contractor to pay all tipping fees directly*</i>	0-15.9 16-30.9 31-60	MI MI MI	\$ __. __/cy \$ __. __/cy \$ __. __/cy
<b>Removal and Hauling of C&amp;D Debris from ROW to DMS</b>	0-15.9 16-30.9 31-60	MI MI MI	\$ __. __/cy \$ __. __/cy \$ __. __/cy
<b>Reduction of C&amp;D Debris by Grinding</b>		CY	\$ __. __/cy
<b>Reduction of C&amp;D Debris by Compaction</b>		CY	\$ __. __/cy
<b>Loading, Hauling, and Disposal of C&amp;D Debris Reduced by Grinding/Compaction from DMS to an Approved Landfill as Directed by Habersham County</b> <i>*Contractor to pay all tipping fees directly*</i>	0-15.9 16-30.9 31-60	MI MI MI	\$ __. __/cy \$ __. __/cy \$ __. __/cy
<b>Removal of C&amp;D Debris and Hauling Directly to an Approved Landfill as Directed by Habersham County</b> <i>*Contractor to pay all tipping fees directly*(NON DMS OPTION)</i>	0-15.9 16-30.9 31-61	MI MI MI	\$ __. __/cy \$ __. __/cy \$ __. __/cy
<b>Removal of Hazardous Limbs (Hangers)</b> <i>*The Contractor shall remove all hazardous hanging limbs over 2" in diameter and place them on public property or ROW*</i>			\$ __. __/tree
<b>Item Description</b>	<b>Approx. Unit</b>	<b>Unit</b>	<b>Unit Price</b>

<b>Removal of Hazardous Trees (Leaners)</b> <i>*The Contractor shall remove all hazardous trees 6" in diameter and greater (measured 54" above ground) and place them on public property or ROW*</i>	6" - 12" 12" - 24" 24" - 36" 36" and greater		\$_____/tree \$_____/tree \$_____/tree \$_____/tree
<b>Removal of Hazardous Stumps</b> <i>*The Contractor shall remove all hazardous stumps 24" and place them on public property or ROW*</i>	24" - 36" 36" - 48" 48" and greater		\$_____/stump \$_____/stump \$_____/stump
<b>Removal, Hauling, and Disposal of White Goods</b> <i>*The Contractor shall remove, decontaminate, transport, and recycle or dispose approved white goods (appliances) in accordance with all Federal, State, and Local rules, regulations, and laws*</i>		UT	\$_____/unit
<b>Removal, Hauling, and Disposal of Electronic Waste</b> <i>*The Contractor shall remove, haul, and dispose of electronic waste in accordance with all applicable rules, regulations, and laws. The e-waste will be loaded, transported, and disposed at a facility approved to accept such items*</i>		CY	\$_____/cy
<b>Removal and Hauling of Household Hazardous Wastes (HHW)</b> <i>*The Contractor shall collect and transport household hazardous wastes to a central collection site identified by Habersham County*</i>		LB	\$_____/lb
<b>Removal, Hauling, and Disposal of Lawnmowers and Equipment with Small Engines</b> <i>*The Contractor shall load, haul, and dispose of lawnmowers and other equipment with small engines. Contractor to pay all tipping fees directly*</i>		EA	\$_____/ea
<b>Removal, Hauling, and Disposal of Dead Animal Carcasses</b> <i>*The Contractor shall collect and transport dead animal carcasses to a central collection site identified by Habersham County. Contractor to pay all tipping fees directly*</i>		LB	\$_____/lb
<b>Removal and Hauling of Storm Deposited Soil to DMS</b> <i>*The Contractor shall haul storm deposited soil to a DMS designated by Habersham County. Final disposition of the soil shall be the responsibility of Habersham County</i>	0-15.9 16-30.9 31-60	MI MI MI	\$_____/cy \$_____/cy \$_____/cy
<b>Demolition</b> <i>*The Contractor shall demolish structures identified by Habersham County as eligible for reimbursement and place on the ROW for removal*</i>		SQ. FT	\$_____/sq. ft.
<b>Emergency Road Clearance</b> <i>*Only to be conducted for the first 70 hours after Local, State or Federal Declaration. See RFP for details*</i>		HR	\$_____/per hr (completed)

## **Pricing Proposal Form - Continued**

### **Additional Services Provided at No Cost:**

- **Training and Assistance:** One (1) day of training for all key personnel and assistance in all disaster debris recovery planning efforts is required.
- **Preliminary Damage Assessment:** Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- **Mobilization and Demobilization:** All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- **Temporary Storage of Documents:** The Contractor shall provide storage of daily disaster-related documents and reports for protection during the disaster event.
- **Debris Planning Efforts:** The Contractor shall assist in disaster debris recovery planning efforts as requested by the County. These planning efforts shall include but are not limited to; identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- **Reporting and Documentation:** The Contractor shall provide and submit to the Monitor and the County, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by FEMA and/or State government for reimbursement of costs.



**Proposing Company Contact Information  
Request for Proposal  
Disaster Debris Removal Services**

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

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

Billing Phone and/or Fax: \_\_\_\_\_

Service Address (if different): \_\_\_\_\_

Service Phone: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Rep. Phone Number: \_\_\_\_\_

Rep. Email: \_\_\_\_\_

**It is agreed by the undersigned offeror that the signature and submission of this proposal represents the vendor's acceptance of all terms, conditions, and requirements of specifications. If awarded, the proposals will become part of the contract agreement between parties.**

\_\_\_\_\_  
Signature of authorized company representative

\_\_\_\_\_  
Date



**NON-COLLUSION AFFIDAVIT**

The following affidavit is to accompany the bid:

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

Owner, Partner or Officer of Firm, \_\_\_\_\_  
**Company Name, Address, City and State**

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any office of Habersham County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of Habersham County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

**FIRM NAME** \_\_\_\_\_

**PRINTED NAME** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_\_ day of 20\_\_

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



**CERTIFICATE OF NON-DISCRIMINATION**

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Habersham County. The bidders may be declared, by Habersham County, ineligible for further contracts with Habersham County until satisfactory proof of intent to comply shall be made by the vendor. The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

\_\_\_\_\_  
**FIRM NAME**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**SIGNATURE**

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

# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ **Government**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				

OR

Employer identification number									
5	8	-	6	0	0	1	4	9	5

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**Office of County Commissioners**  
555 Monroe Street, Unit 20, Clarkesville, GA 30523  
706-839-0200 Fax: 706-839-0219  
[www.habershamga.com](http://www.habershamga.com)

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**STATE OF GEORGIA  PROGRAM VENDOR/CONTRACTOR  
AFFIDAVIT AND AGREEMENT**

**COMES NOW** before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies it's compliance with O.C.G.A 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Habersham County has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. 13-10-91 (b). Contractor hereby attests that its federal work authorization user identification number and date are as follows:

\_\_\_\_\_  
EEV / Basic Pilot Program User ID Number (E-Verify)

**FURTHER AFFIANT SAYETH NOT.**

\_\_\_\_\_  
BY: Authorized Officer or Agent Signature

\_\_\_\_\_  
Contractor Address

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

\_\_\_\_\_  
Company / Contractor Name

\_\_\_\_\_  
Contractor City, State, Zip Code

\_\_\_\_\_  
Date of Contract between Contractor and Habersham County

**Sworn to and subscribed before me**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

\* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV I Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security in conjunction with the Social Security Administration (SSA).