



REQUEST FOR PROPOSALS

for

DISASTER DEBRIS REMOVAL AND DISPOSAL SUPPORT SERVICES

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Sidney, Iowa 51652

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RFP Point of Contact:

Robbie Kromminga, Assistant Fremont County Engineer

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SUBMITTALS DUE: September 10, 2019 4:00 p.m.

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Section 1 – Purpose and Overview

This RFP is to solicit competitive sealed proposals from qualified firms, businesses, or individuals for the provision of Disaster Debris Removal and Disposal Services to assist Fremont County, Iowa, (hereinafter the “County,”) with Disaster Debris Removal and Disposal Services. This RFP applies to the unincorporated portion of Fremont County affected by the 2019 flooding of the Missouri River and Platte River.

It is the intent and purpose of the County that this RFP promotes competitive selection. It shall be the proposer’s responsibility to advise the County if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

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Section 2 – Instructions to Proposers

Firms, businesses, or individuals desiring to provide services, as described herein, shall submit sealed proposals including one original copy, five (5) identical paper copies, and one (1) electronic copy in pdf format on CD, in conformance with the detailed submittal instructions.

Proposals must be returned in a sealed envelope and delivered to the Fremont County Auditor, 506 Filmore Street, Sidney, Iowa 51652 no later than September 10, 2019 at 4:00pm.

Proposals shall be sealed and proposers should indicate on the outside of their proposal the following:

- (a) Request for Proposal Title
- (b) Date of Opening
- (c) Name of Proposer

Offers by telephone or email shall not be accepted. Also, proposers are instructed NOT to fax their proposal package. **Faxed proposals shall be rejected as non-responsive regardless of where or when the fax is received.**

It is the sole responsibility of the proposer to ensure that his or her proposal reaches the Fremont County Auditor, 506 Filmore Street, Sidney, Iowa 51652. Proposals received after the specified time and date shall be returned unopened. The time/date stamp as applied by the Fremont County Auditor's Office shall serve as the official authority to determine lateness of any proposal. The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Fremont County Procurement Policy.

Proposers are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

All proposals will be opened publicly, and the names of all proposers shall be read aloud.

QUESTIONS REGARDING THIS RFP – Proposers shall not direct any queries or statements concerning their proposal to the County staff and/or Evaluation Committee during the selection process, from the time of submission of a proposal until recommendation of award. Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

All questions or concerns regarding this RFP must be submitted in writing, to the Fremont County Engineer's Office, Attention Robbie Kromminga, Assistant Engineer. Questions may be emailed to rkromminga@co.fremont.ia.us no later than September 9, 2019 at 4:00 p.m. to the attention of Robbie Kromminga, referencing the RFP title in the subject line.

The County shall post information/specifications/addenda/results at the Fremont County Courthouse, Fremont County Engineer's Office, and Fremont County website. It shall be the responsibility of the Proposer, prior to submitting their proposal, to visit the County's website to determine if addenda were issued, acknowledging and incorporating them into their proposal.

When appropriate, the Fremont County Board of Supervisors will issue an addendum to the RFP. The addendum will be available on the County's website for access by potential proposers. Proposers are

instructed not to contact the initiating division directly. No oral interpretation of this RFP shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Fremont County Emergency Management Agency and/or the Fremont County Engineer.

It will be the responsibility of the proposer to contact the Fremont County Engineer or Fremont County Emergency Management prior to submitting an RFP response to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the RFP submittal.

This provision exists solely for the convenience and administrative efficiency of Fremont County. No proposer or other third party does not gain any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS – It is the bidder’s responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your proposal after opening or for subsequent protest of award. Proposer’s must contact the Assistant Fremont County Engineer, at the phone number or email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

AMENDMENT OF THE REQUEST FOR PROPOSALS – It is the proposer’s responsibility to contact the Fremont County Engineer prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the RFP.

The failure of proposers to submit acknowledgement of any addenda that affects the RFP price(s) is considered a major irregularity and will be cause for rejection of the bid.

The County reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the RFP submittal.

MEETING SPECIFICATIONS – If you are taking exception, indicate those exceptions as stated on the Proposer’s Certification Form.

CORRECTION OF PROPOSALS – Correction of inadvertently erroneous proposals shall be permitted up to the time of RFP opening. After RFP opening, no changes shall be permitted.

WITHDRAWAL OF PROPOSALS – Proposals may be withdrawn by written request at any time prior to proposal opening by the Proposer. Negligence on the part of the Proposer in preparing the Proposal confers no right of withdrawal or modification after the Proposal has been opened, at the appointed time and place by County. Any such withdrawn Proposal shall not be resubmitted.

OPENING OF PROPOSALS – Proposals will be received until the date and time stated in this RFP and will be publicly opened and read at the place, time and date stated. No responsibility will attach the County for the premature opening of a proposal not properly addressed and identified. Proposers or their authorized representatives are invited to be present at the opening of the proposals.

REJECTION OF PROPOSALS – The County reserves the right to reject any and all proposals when such rejection is in the best interest of the County.

PROPOSALS MAY BE REJECTED AND/OR DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service, or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the Fremont County Board of Supervisors.

NO LOBBYING – All Proposers are hereby placed on notice that Fremont County Board of Supervisors, County Employees/Staff, Members of the Evaluation Committee and all other listed government entities included in this RFP (with the exception of the Fremont County Engineer or Emergency Management Director designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFP. During the entire procurement process, all Proposer and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted Proposals for this project. Any Proposer contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

RIGHT TO PROTEST – Any Proposer affected adversely by an intended decision with respect to the award of any RFP shall file, with the Fremont County Auditor, a written notice of intent to file a protest in accordance with the Fremont County Procurement Policy.

Failure to follow the protest procedure requirements within the time frames prescribed herein as established by Fremont County shall constitute a waiver of your protest and resulting claims.

OWNERSHIP OF DOCUMENTS – All documents resulting from this project will become the sole property of Fremont County. The proposer must meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Proposer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

COST OF PREPARATION - Costs of preparation of a response to this RFP are solely those of the proposer. The County assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the County bear no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

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Section 3 – Terms and Conditions

GOVERNING LAWS/RULES/REGULATIONS – All Proposers shall hold all State, Federal, and County licenses required to perform the scope of work as described within the RFP documents. The Proposer shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and County.

RESERVATION OF RIGHTS – The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified proposer if the successful proposers do not execute a contract within thirty (30) days after approval of the selection by the Fremont County Board of Supervisors or other competent authority.

Fremont County reserves the right, and the Selection Committee has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Fremont County Board of Supervisors when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Fremont County Procurement Policy. Fremont County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

AVAILABILITY OF PERSONNEL – Personnel described in the proposal shall be available to perform the services as described. All personnel shall be considered to be, at all times, the employees, or agents of the Proposer, and not employees or agents of Fremont County.

ASSIGNMENT OF CONTRACT – The selected Proposer may not make any assignments of their obligations resulting from this RFP without the prior written authorization of Fremont County.

NON-EXCLUSIVITY OF CONTRACT – The selected Proposer understands and agrees that any resulting contractual relationship is non-exclusive, and Fremont County reserves the right to seek similar or identical services elsewhere if deemed in the best interest of Fremont County.

AGREEMENT – The selected Proposer shall be expected to execute an agreement containing the terms and conditions herein. Any exceptions to the terms and conditions contained herein must be identified and agreed upon as outlined herein before consideration of proposal.

NON-PERFORMANCE – Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default. In case of default, the County may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract, inclusive of any lease extension costs on the current tower sites.

PUBLIC RECORDS – Pursuant to §22 of the Iowa Code, the Proposer shall allow public access to all documents, papers, letters, or other material subject to the provisions of §22 of the Iowa Code, made or received by the Proposer in conjunction with this RFP and corresponding Agreement. Specifically, the Proposer must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service, including but not limited to correspondence, financial records, permits, and certifications; and

- (b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in §22 of the Iowa Code, or as otherwise provided by law; and
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Proposer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

In performing the requirements herein, the Proposer shall promptly provide the County with a copy of any request to inspect or to copy public records in possession of the Proposer and consult with the County to ensure the request is responded to in accordance with the law. The Proposer shall promptly provide the County with a copy of the Proposer's response to each such request. Failure to grant such public access shall constitute a material default and the County shall be entitled to terminate any Agreement and to pursue any other remedies against Proposer available in equity or at law.

FINANCIAL ABILITY – Every Proposer may be required to demonstrate financial stability as evaluated at the sole discretion of County.

BINDING OFFER – A Proposer's submittal will be considered a binding offer to perform the required services, assuming all terms are negotiated satisfactorily. The submission of an RFP shall be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this RFP.

AUDITABLE RECORDS – The selected Proposer shall establish and maintain a reasonable accounting system, which enables ready identification of proposer's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all fees for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the proposer or its sub-Consultants as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Consultant's place of business. This right to audit shall include the proposer's subcontractors used to procure goods or services under the contract with the County. Selected Proposer shall ensure the County has these same rights with subcontractor(s) and suppliers.

INDEMNIFICATION: (GENERAL LIABILITY) – The selected Proposer shall indemnify and hold harmless, and defend Fremont County, its Board of Supervisors, its agents and employees, and anyone directly or indirectly employed by the County, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, including court costs and attorney's fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the Proposer, or anyone performing any act required of Proposer in connection with performance of the Agreement awarded pursuant to this RFP. These obligations shall survive acceptance of any goods and/or performance and payment therefore by Fremont County.

INDEMNIFICATION: (PATENT OR COPYRIGHT) – The selected Proposer shall indemnify and hold harmless,

and defend Fremont County its Board of Supervisors, its agents and employees, and anyone directly or indirectly employed by the County, from and against all liabilities, damages, claims, demands, or actions at law or in equity, including court costs and attorneys' fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Proposer while providing services under this agreement.

DRUG-FREE WORKPLACE CERTIFICATION – By submitting a bid in response to this RFP, you are certifying that your company is a drug-free workplace in accordance with Iowa Code §730.5.

CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION – All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the County. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of five percent (5%) or more of the proposer's firm or any of its branches.

The proposer shall certify that he/she has not, either directly or indirectly, entered into any Contract, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the RFP and that the proposer is not financially interested in, or otherwise affiliated in a business way with any other proposer on the same land or improvements.

LICENSES (if applicable) – The Proposer shall be responsible for obtaining and maintaining County occupational license and any licenses required pursuant to the ordinances of Fremont County or the laws of the State of Iowa. In furnishing the service or product to the County, the vendor shall comply with all federal, state and County rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, and bid or quote.

CANCELLATION – The contract with the successful proposer may be terminated by the County without cause by giving a minimum of seven (7) days written notice of intent to terminate. Contract prices must be maintained until the end of the seven (7) day period. The County may terminate the contract at any time as a result of the Consultant's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.

INSURANCE REQUIRED – Before execution of the contract by the County and commencement of the operations and/or services to be provided, and during the duration of the contract, the selected Proposer shall file with the County current certificates of all required insurance on forms acceptable to the County, which shall include the following provisions:

1. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Iowa and acceptable to the County.
2. The Certificates shall clearly indicate that the vendor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.
3. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County.

The vendor shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

Coverage Required – Unless otherwise specified, the Consultant shall, at its sole expense,

maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to County.

Coverage	Minimum Amounts and Limits
Worker's Compensation Employer's Liability	Requirements at location of work \$ 100,000 each occurrence \$ 500,000 disease, aggregate \$ 100,000 disease, each employee
Commercial General Liability	\$1,000,000 General Aggregate \$1,000,000 Products-Comp.Ops Agg \$ 500,000 Each Occurrence \$ 100,000 Fire Damage \$ 5,000 Medical Expense
Automobile Liability (owned, hired and non-owned). Option of split limits:	\$1,000,000 Combined Single Limit
Bodily Injury	\$ 500,000 per Person \$1,000,000 per Accident
Property Damage	\$ 500,000
Professional Liability (when applicable)	\$1,000,000 per claim \$1,000,000 per aggregate

Insurance carrier(s) must have a minimum financial rating of A-.

Coverage shall apply to the indemnity provided to Fremont County and shall include Fremont County, its Board of Supervisors, officers, and employees, as additional insured's, as regards to liability arising out of Consultant's performance of the work or the work performed by others on behalf of Consultant under this Contract. The insurance afforded to the County shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to entering into the Contract with the County, Consultant shall furnish County with Certificates of Insurance (identifying on the face thereof the Project name and Contract number) as evidence of the above required insurance and such Certificates shall include the following language: County of Fremont as additional insured and an endorsement for which has been issued, subject to a requirement for recurring certificate of insurance every fifteen (15) days from the contract award date until, all obligations under the Contract/Agreement are completed.

Alternatively, in lieu of recurring certificates, the Consultant or vendor may provide a certificate of insurance that contains a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the County, except that in the event of cancellation for nonpayment of premium the County shall receive notice as prescribed by state law (10 days). The cancellation clause should read as follows: "Should any of the described policies be canceled or material modified before the expiration date thereof, the issuing company will mail 30-day prior written notice to the certificate holder named below, except that in event of cancellation for nonpayment of premium, the notice shall be 10 days unless a longer time is prescribed by Iowa Statute."

The County will not maintain any insurance on behalf of Consultant covering loss or damage to the work or to any other property of Consultant.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Consultant are intended to and shall not in any manner limit or qualify the liabilities or

obligations assumed by Consultant under the Contract.

Consultant shall deliver the original Certificate of Insurance and one copy to the agent of the County.

Notices, in original and one copy, of cancellation, termination and alteration of such policies shall also be provided to the agent of the County.

COMPLIANCE WITH 44 CFR and 2 CFR PART -200

Services required may include, but not be limited to, all scope of services needed to be performed, and must be performed in a manner that meets the requirements of the County and any federal, state or local funding agency such as FEMA, FHWA, EPA, HUD/ CDBG-DR, NRCS, CWCB or others when required. Specifically, the Consultant shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with any and all other relevant Federal, State, and local laws, regulations, codes and ordinances:

Code of Federal Regulations, 44 CFR

- 44 CFR part 13 - UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS

44 CFR is available online at:

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title44/44cfr206_main_02.tpl

Code of Federal Regulations, 2 CFR CHAPTER II, PART 200 et.al.

The Consultant must provide compliance with Super Circular “2 CFR Chapter II, Part 200 et.-al” and any future amendments.

- 2 CFR Part 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS
- 2 CFR Part 215 – FEMA UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-110)
- 2 CFR Part 220 - COST PRINCIPLES FOR EDUCATIONAL INSTITUTIONS (OMB CIRCULAR A-21)
- 2 CFR Part 225 - COST PRINCIPLES FOR STATE, LOCAL, AND INDIAN TRIBAL GOVERNMENTS (OMB CIRCULAR A-87)
- CFR Part 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122)

2 CFR is available online at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200/content-detail.html>

Additional provisions have been required by Federal awarding agencies that must be included in all contracts involving Federal funds covering the following, as applicable:

1. Suspension and debarment (§200.213)

Consultants with are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

2. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms §200.321

(a) The Solicitor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- 6) Requiring the prime Consultant, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

3. Procurement of recovered materials (§200.322)

The Solicitor and its Consultants must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. Equal Employment Opportunity Clause (§60-1.4)

During the performance of this contract, the Consultant agrees as follows:

- (a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be

provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (b) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- (d) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such

action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Consultant must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387)

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

9. Compliance with the Copeland “Anti-Kickback” Act

- (a) Consultant. The Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (b) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Consultant and subcontractor as provided in 29 C.F.R. § 5.12."

Additional Administrative, Contractual, or Legal Provisions

10. Cancellation

The solicitor reserves the right to cancel a resulting contract, without cause, by giving seven (7) days' prior written notice to the Consultant of the intention to cancel, or with cause if at any time the Consultant fails to fulfill or abide by any of the terms or conditions specified. Failure of the Consultant to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of the solicitor. In addition to all other legal remedies available, the solicitor reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the solicitor.

11. Failure to Deliver

In the event of failure of the Consultant to deliver the goods and services in accordance with the contract terms and conditions, the solicitor may procure the goods and services from other sources and hold the Consultant responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to the solicitor for a maximum of three (3) years. These remedies shall be in addition to any other remedies that the solicitor may have available.

12. Litigation/Waiver of Jury Trial

This Contract shall be governed by and construed according to Iowa law. Venue for any dispute or formal litigation concerning this Contract shall be in the appropriate court with territorial jurisdiction over the solicitor. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or

counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.

13. Termination

(a) Termination for Default:

The solicitor may, by written notice to the Vendor, terminate this Contract for default in whole or in part (delivery orders, if applicable) if the Vendor fails to:

- 1) Provide products or services that comply with the specifications herein or fails to meet the solicitor's performance standards.
- 2) Deliver the supplies or to perform the services within the time specified in this contract or any extension.
- 3) Make progress so as to endanger performance of this contract.
- 4) Perform any of the other provisions of this Contract.

(b) Prior to termination for default, the solicitor will provide adequate written notice to the Vendor through the Purchasing Director affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Vendor in accordance with the solicitor's Procurement Ordinance. The Vendor and its sureties (if any) shall be liable for any damage to the solicitor resulting from the Vendor's default of the Contract. This liability includes any increased costs incurred by the solicitor in completing Contract performance.

(c) In the event of termination by the solicitor for any cause, the Vendor will have, in no event, any claim against the solicitor for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the solicitor the Vendor shall:

- 1) Stop work on the date and to the extent specified.
Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
Transfer all work in process, completed work, and other materials related to the terminated work as directed by the solicitor.
- 2) Continue and complete all parts of that work that have not been terminated.

(d) If the Vendor's failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Vendor, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

(e) Termination for Convenience: The solicitor, by written notice, may terminate this Contract, in whole or in part, when it is in the solicitor's interest. If this Contract is terminated, the solicitor

shall be liable only for goods or services delivered and accepted. The solicitor Notice of Termination may provide the Vendor ninety (90) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the Contract in its entirety.

14. Unsatisfactory Work

If, at any time during the contract term, the service performed or work done by the Consultant is considered by the solicitor to create a condition that threatens the health, safety, or welfare of the community, the Consultant shall, on being notified by the solicitor, immediately correct such deficient service or work. In the event the Consultant fails, after notice, to correct the deficient service or work immediately, the solicitor shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Consultant. Notwithstanding the above, the solicitor reserves the right to cancel a resulting contract, without cause, by giving seven (7) days' prior written notice to the Consultant of the intention to cancel.

Additional FEMA Requirements.

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

- **Changes**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured

- **Access to Records.**

The following access to records requirements apply to this contract:

- a) The Proposer agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions
- b) The Proposer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) The Proposer agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract

- **DHS Seal, Logo, and Flags**

The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

- **Compliance with Federal Law, Regulations, and Executive Orders**
This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Consultant will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives
- **No Obligation by Federal Government.**
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.
- **Program Fraud and False or Fraudulent Statements or Related Acts.**
The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract

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Section 4 – Special Conditions

This is an RFP issued by the Fremont County Emergency Management Agency on behalf of the governmental entities: Fremont County Board of Supervisors, and the following unincorporated areas for Disaster Debris Removal Services.

PERIOD OF OFFER VALIDITY – Proposals offered in this RFP must remain firm for a period of seven (7) days from the RFP opening date.

TERM OF CONTRACT – It is the intent of the County to enter into contract(s) for the period not to exceed one (1) year. This Contract may be renewed for an additional one (1) year after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in the Contract.

AWARDS – Results from the evaluation committee will be considered by the Fremont County Board of Supervisors at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with, and shall be governed by, the provisions of the Fremont County Procurement Policy.

The Fremont County Board of Supervisors reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more proposers; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the County.

The County does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, bid or quote for purchase of services and goods by Fremont County.

QUALIFICATIONS – The County reserves the right to conduct an inspection of the proposer’s facility and equipment prior to award of the RFP.

Qualified vendors shall have the machinery, manpower, experience, and financial stability to complete the scope of work of this proposal. If you have other contracts similar to this, the contractor must ensure that adequate resources will be provided when a Notice to Proceed is given.

VENDOR’S PRODUCT OR SERVICES – The vendor’s product (if applicable) delivered to the County shall be free of all liens, claims, or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

If the vendor is contracted to provide services, such services shall be fully satisfactory to the County as determined by the County.

The vendor shall provide the County with any data, reports, or other information as required and requested by the County to enable it to utilize the product or service furnished by the vendor.

In furnishing the service or product to the County, the vendor shall comply with all federal, state, and County laws, rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, bid or quote.

SUBCONTRACTORS – Proposers shall list all proposed subcontractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity), and proposed percentage of work.

CODE OF CONDUCT – Vendors and their subcontractors or teaming partners, upon award, must provide and maintain a written code of standards governing the performance of their employees working on the projects or administering the contract. It shall be the sole responsibility of the “Prime Vendor” to maintain and provide a copy of sub or teaming partner’s codes of conduct to the Fremont County Board of Supervisors upon request.

SOCIOECONOMIC CONTRACTING – In compliance with 44 C.F.R. § 13.36 (e) the Fremont County Board of Supervisors encourage small and minority firms, women’s business enterprises and labor surplus area firms to submit proposals. When “prime” vendors use subcontractors or teaming partners they must ensure that they adhere to 44 C.F.R. § 13.36 (e) and encourage the use of socioeconomic contracting. If subcontractors or teaming partners will be utilized, prime vendors must provide documentation of their attempt(s) to comply with the socioeconomic requirements of 44 C.F.R. when submitting a response to this RFP.

PERFORMANCE AND PAYMENT BOND – The Consultant shall furnish to the County, prior to the commencement of operations, a Performance and Payment Bond in the amount of \$5,000.00, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers.

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Section 5 – Proposal Submittal and Requirements

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Submittal of a Proposal shall constitute the Proposer’s agreement and intent to follow and adhere to all statements, offerings, and monetary incentives contained within this Proposal.

In conjunction with other material and information requested in the RFP, all proposers responding to this solicitation shall provide one (1) original, five (5) identical paper copies, and one (1) electronic copy in pdf format on CD and all attachments of the following in 8 ½" by 11" format, clearly legible, tabbed and spiral bound in the following order:

TABLE OF CONTENTS

TAB A – STATEMENT OF INTEREST AND INTRODUCTION

The responding firm (or the lead firm if sub-Consultants are proposed) will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal.

TAB B – EXPERIENCE

List in detail previous three (3) years’ experience of direct or relevant projects completed that are the same or similar to the magnitude for this RFP, including the name of the project, location, type and value, and project contact information. If deemed applicable, experience will be based on the principals of the proposing company and their prior company backgrounds to accommodate divestitures and acquisitions.

The proposer shall include a statement that they will meet all program standards as provided for in the guides:

- FEMA “Debris Management Guide”
(<http://www.fema.gov/pdf/government/grant/pa/demagde.pdf>)

TAB C – FINANCIAL INFORMATION

All proposers shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

TAB D – REFERENCES

Provide three (3) references (DO NOT include Fremont County) of the same or similar magnitude to this RFP request, including company name, contract person, phone number and e-mail address. Provide a short description of each project, to include the name of the project, location, type and value. Reference information must be current and verified by the proposer prior to submittal. If references cannot be reached using the information provided, proposer will receive 0 (zero) evaluation points for that reference.

TAB E – PROPOSAL MATRIX:

Provide a thorough description of the project approach and a list of costs associated with personnel with your proposal. Please specifically identify any added value benefits (pro bono publico) related to Debris Removal, removal or planning that your firm will provide to the County.

TAB F – LICENSES

Include a copy of any and all professional licenses as required to perform the services described herein and of the professional licenses for each team member.

TAB G – INSURANCE

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number.

TAB H – REQUIRED DOCUMENTS

Include all required Fremont County forms. FAILURE TO PROVIDE ALL INFORMATION listed on each form may result in the rejection of your proposal, or a reduction in evaluation points.

Required forms include:

- Proposal Submittal Checklist
- Proposer's Certification form
- Addendum Acknowledgement
- Drug Free Workplace
- Affidavit of Non-Collusion and of Non-Interest of Fremont County Employee
- Professional References
- MWBE Participation Statement
- Vendor Information and W-9 Form

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Section 6 – Evaluation of Proposals

EVALUATION CRITERIA

The proposals received will be evaluated based on the following criteria:

<u>CRITERIA</u>	<u>WEIGHT</u>
Project Approach (Methodology)	(25 points)
Experience on Similar Projects	(10 points)
Company/Firm/Key Principal Qualifications and Capabilities	(10 points)
Qualifications and Abilities of Professional Personnel	(15 points)
Client References for Similar Projects	(10 points)
Price	(25 points)
Quality of Submittal Package	(5 points)
TOTAL 100	

RFP SCHEDULE – The following schedule is the PROPOSED schedule for evaluations. The County reserves the right to alter dates as needed.

Deadline for Proposal Questions.....September 9, 2019 no later than 4:00 p.m.

Proposal Due Date September 10, 2019 no later than 4:00 p.m.

Selection Committee Meeting..... September 11, 2019 at 9:30 a.m.

Awarding of contract.....September 11, 2019 immediately following Selection Committee Meeting

SELECTION PROCEDURE – The proposals received will be evaluated by qualified personnel of Fremont County. The Selection Committee shall be responsible for evaluating the qualifications and capabilities of proposers who have submitted proposals in response to the request for proposals. Committee evaluations shall be conducted in accordance with §21 of the Iowa Code. Evaluation may include such activity as is deemed appropriated by the Committee to verify the qualifications and capabilities of the proposers and their ability to furnish the required goods or services.

The Selection Committee shall review the Proposals and prepare by consensus a recommendation of award to the firm or firms it deems to be most qualified and capable to perform the required services.

The Selection Committee, at its discretion, may request oral, written, or visual presentations from; conduct interviews with; or conduct visits to the office, facilities, or projects of the Proposers it selects from among those submitting Proposals.

If the Selection Committee decides to entertain presentations or conduct interviews at a subsequent meeting, it shall set the date, place, and time for that meeting, and then establish the order of presentations or interviews before adjourning. The Fremont County Auditor shall be responsible for notifying all firms of the meeting and order of presentations or interviews.

If no oral presentations or interviews are requested, the Selection Committee selection shall be based on its review and evaluation of qualified firms at its initial Committee meeting.

The evaluation of Proposer qualifications and capabilities shall include but not be limited to such factors as: experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; volume of work previously awarded to each firm submitting qualifications; and such other factors as may be determined by the Evaluation Committee to be applicable to the particular requirements of the project for which the professional services have been requested.

At the conclusion of its evaluations, the Selection Committee shall report its recommendations and order of preference (final ranking) to the Board of Supervisors.

PROPOSAL EVALUATION – Fremont County shall be the judge of their own best interests, the proposals, and the resulting Contract. An award may be made to the most responsive and responsible firm whose proposal is determined to be the most advantageous to Fremont County.

The County will consider as an important factor in the award, in addition to price, a demonstrated history of reliable and dependable service to similar users or demonstration of a long history of reliability and dependability for users with critical municipal needs similar to the governmental entities.

Fremont County reserves the right to consider historic information and fact, whether gained from the Proposer's proposal, question and answer conferences, references, and/or other sources in the evaluation process.

The County reserves the right to conduct investigations as deemed necessary by the County to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Proposers, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.

It is the Proposer's sole responsibility to submit information related to the evaluation categories. Fremont County is under no obligation to solicit such information if the proposer fails to include it within their proposal submittal. Failure to provide requested information may result in the rejection of the proposal, or a deduction in evaluation points at the sole discretion of the evaluation committee.

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Section 7 – Scope of Services

PROJECT DESCRIPTION – This is an RFP issued for Fremont County by the Fremont County Emergency Management Agency.

Fremont County is seeking proposals from qualified firms to assist the County with Disaster Debris Removal and Disposal Services. Estimated duration of active contract work is seven (7) to ten (10) days per zone. Each workday is expected to be ten (10) to twelve (12) hours long.

The objective of the RFP, and subsequent contracting activity, is to secure the services of an experienced contractor who is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris according to FEMA regulations. The successful proposer(s) (CONTRACTOR) must be capable of assembling, directing, and managing a work force that can successfully conduct debris removal and disposal operations according to all applicable rules and regulations.

This Contractor will supplement debris removal and disposal, if in the opinion of County the workload is such that the work will not be sufficiently completed in the time period specified. This work is coordinated through the Fremont County Engineer and Fremont County Emergency Management Director. Preference will be given to companies who can meet the accelerated debris removal timeframes outlined by FEMA in the Sandy Recovery Improvement Act.

DEFINITIONS:

- CONTRACTOR or Contractor – The successful proposer.
- DEBRIS – Scattered items and materials broken, destroyed, or displaced by a disaster. Example: trees, construction and demolition material, personal property.
- FEMA – Federal Emergency Management Agency
- FHWA – Federal Highway Administration
- IDOT – Iowa Department of Transportation
- MCEMA – Fremont County Emergency Management Agency
- ROW – Right-of-Way

RELATIONSHIP BETWEEN DEBRIS MONITORING CONSULTANT AND DEBRIS REMOVAL CONTRACTOR:

The County's Debris Monitoring Consultant and/or County Staff provide inspection, engineering and administrative services as needed to meet the requirements for FEMA reimbursement. The interaction between the Contractor and the Consultant is crucial to the success of the response operation. Therefore, each proposal shall address their ability to work with different accounting and tracking systems.

Prior to the beginning of the contract start date, the successful contractor(s) will meet with the Debris Management Team and IDOT to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of debris removal.

POTENTIAL SCENARIOS:

UNINCORPORATED AREAS OF FREMONT COUNTY:

In this scenario, the contractor will be called upon to conduct the removal of event debris in the unincorporated (rural) flood affected areas of Fremont County. The flood-affected unincorporated areas of Fremont County will be divided into debris removal zones, as described below. Each zone will be assigned a deadline by which the Contractor shall complete debris removal in the respective zone. The Contractor shall coordinate the commencement and completion for each zone with the Fremont County Engineer and Fremont County Emergency Management. In the event debris is not located in the right-of-way or able to be accessed from the roadway, Contractor shall have a fully executed Right of Entry Agreement from the property owner prior to entering or encroaching onto private property for debris removal.

Proposers shall prove experience with FEMA requirements, rules, and regulations to qualify for this scope.

ZONE A: Deadline December 31, 2019

The unincorporated area of Fremont County bordered by Waubonsie Avenue (J10) to the North, Bluff Road (L44) to the East, Thurman Road (J24) to South, and Interstate 29 to the West.

ZONE B: Deadline September 30, 2019

The unincorporated area of Fremont County bordered by Thurman Road (J24) to the North, Bluff Road (L44) to the East, Highway 2 to the South, and Interstate 29 to the West.

ZONE C: Deadline November 30, 2019

The unincorporated area of Fremont County bordered by Highway 2 to the North, Bluff Road (L44) to the East to the city limits of the City of Hamburg, Iowa, and Interstate 29 to the South and West.

ZONE D: Deadline January 31, 2020

The unincorporated area of Fremont County bordered by Highway 2 to the North, Interstate 29 to the East, the Iowa-Missouri State Line to the South, and the Missouri River to the West.

ZONE E: Deadline October 31, 2019

The unincorporated area of Fremont County bordered by 190th Street to the North, Interstate 29 to the East, Highway 2 to the South, and the Missouri River to the West.

ZONE F: Deadline February 28, 2020

The unincorporated area of Fremont County bordered by the Fremont-Mills County Line to the North, Interstate 29 to the East, 190th Street to the South, and the Missouri River to the West.

STATEMENT OF WORK:

The qualified firm(s) will develop and present the scope of services, meeting the County needs.

The work to be undertaken includes, but is not limited to the following:

- **DEBRIS REMOVAL**

- Debris Removal from Public Property – Removal of debris from public rights-of-way. Removal of debris beyond public rights-of-way as necessary to abate imminent and/or significant threats to the public health and safety of the community. These areas may include roadways, vacant public lands, operational facilities, utility facilities and other land owned by Fremont County. It may be necessary to make several trips through a neighborhood as debris is moved to the ROW. In this case the loads will need to be documented separately, per the instructions of the Fremont County Engineer.
- Debris Removal from Private Property – Removal of debris beyond public rights-of-way as necessary to abate imminent and/or significant threats to the public health and safety of the community should an imminent threat to life, safety, and health to the general public be present on private property, the Contractor, will accomplish the removal of debris from private property, to include private roadways. Contractor shall have a fully executed Right of Entry Agreement from the property owner prior to entering or encroaching onto private property for debris removal
- Eligible Household Hazardous Waste Removal, Transport and Disposal - Contractor shall not remove, transport, or dispose of any household hazardous waste. (HHW).
- White Goods – The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in the Iowa Administrative Code. The Contractor shall dispose of all white goods encountered in accordance with applicable Federal, State, and local laws.

- **DEBRIS PROCESSING:**

- **All debris shall be processed in accordance with local, State and Federal law, standards and regulations.** Processing shall include, but is not limited to, reduction by grinding and/or incineration when approved by the County. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods, and hazardous waste.
- **Generated Hazardous Waste Abatement** – Abatement of hazardous waste identified by the County is to be disposed of in accordance with all applicable Federal, State, and local laws, standards and regulations.
- **Permitting** – The Contractor shall maintain responsibility for all required permitting.
- **Debris Disposal** – Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process is to be in accordance with all applicable Federal, State, and local laws, standards and regulations. The Contractor shall be responsible for paying all landfill- tipping fees and provide all required documentation to the Debris Monitoring Consultant needed to receive eligible reimbursement

through FEMA and (FHWA) for such fees.

- **Assist** Fremont County Engineer and IDOT in the following:
 - Document date, time, and location (GPS Location) of origin of debris.
 - Troubleshoot questions and problems at the point of origin of debris retrieval and identify issues that could impact eligibility for cost reimbursements.
 - Remain in contact with the Fremont County Engineer.
 - Perform other duties as directed by Fremont County Engineer personnel, e.g. conduct final inspections and issue closeout reports.
- **DOCUMENTATION AND RECORDS:**
 - Documentation and Inspections
 - Flood debris shall be subject to inspection by the Fremont County Engineer and/or its designee(s). Inspections will be to insure compliance with the contract and applicable local, State, and Federal laws.
 - The Contractor will, at all times, provide the Team access to all work sites. The Contractor will have in place personnel to verify and maintain records regarding the contents and cubic yards of all the vehicles entering and leaving the landfill.
 - Provide daily, weekly or other periodic reports for the Fremont County Engineer, noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.
 - The Contractor shall provide all requested information to the Team that is necessary for proper documentation. County staff shall review all documentation prior to submittal. The Contractor will work closely with the FDEM, FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies. Discrepancies in what is required of the Contractor must immediately be brought to the attention of the Fremont County Engineer.
 - Documentation and Recovery Process – The Contractor will provide the following assistance in addition to debris removal:
 - Recovery process documentation – create recovery process documentation plan
 - Maintain documentation of recovery process
 - Provide written and oral status reports as requested to Fremont County Engineer
 - Review documentation for accuracy and quantity
 - Assist in preparation of claim documentation.
- **WORK AREAS:**
 - **Work Areas** – The County will establish and approve all areas that the Contractor will be allowed to work. These include Right of Way, public land, and private properties. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition.

- **Working Hours**– All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only unless otherwise authorized by the County. The Contractor may work during these hours seven (7) days per week including holidays. The Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

- **Priority of Work Areas** – The County will establish and approve all areas that the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the County. Such determination will not be unreasonably withheld.

- **Safety** – The Contractor shall have at least one Safety Officer on duty at all times. The safety officer shall be familiar with and properly trained to perform the assigned Safety Officer duties. All work zones shall conform to all applicable Federal, State and local safety standards. In addition, Contractor shall ensure that all subcontractors have received appropriate safety training.

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Section 8 – Required Forms

PROPOSAL SUBMITTAL CHECKLIST

- _____ Proposer’s Certification
- _____ Addendum Acknowledgement
- _____ Drug-Free Workplace Certificate

- _____ Affidavit of Non-Collusion
- _____ Professional References
- _____ MWBE Participation Statement
- _____ Vendor Information
- _____ W-9 Form
- _____ Detailed breakdown of total cost of services

- _____ Lump Sum Base Bid Worksheet

Submission of one (1) original marked “ORIGINAL”, five (5) identical paper copies, and one (1) electronic copy in pdf format on CD or digital storage device.

BY:

Bidder

(Authorized Signature)

(Date)

(Print Name)

This document must be completed and returned with your Submittal

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposals, Instructions to Proposers, General and/or Special Conditions, Specifications, RFP Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the County adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the proposal.

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

I further certify that this RFP is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a RFP for the same product or service; no officer, employee or agent of the Fremont County Board of Supervisors or of any other proposer interested in said RFP; 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.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE RFP IS SUBMITTED:

Please check one: I take **NO** exceptions. Exceptions:

NAME OF BUSINESS	MAILING ADDRESS
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS

STATE OF IOWA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of September, 2019 by _____, who is personally known to me or who has produced as identification and who did take an oath.

Notary Public

This document must be completed and returned with your Submittal

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined this Request for Proposal (RFP) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____

(Authorized Signature)

(Date)

(Print Name)

STATE OF IOWA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of September, 2019, by _____, who is personally known to me or who has produced as identification and who did take an oath.

Notary Public

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DRUG FREE WORKPLACE

I, the undersigned, in accordance with Iowa Code §730.5, hereby certify that,
_____ (print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Iowa or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- “As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein”.

(Authorized Signature)

(Date)

(Print Name)

STATE OF IOWA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of September, 2019, by _____, who is personally known to me or who has produced as identification and who did take an oath.

Notary Public

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AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF FREMONT COUNTY EMPLOYEES

_____, * being first duly sworn, deposes and says that he (it) is the Offeror in the above proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of Fremont County or of any other Offeror is interested in said proposal; and that affiant makes the above proposal with no past or present collusion with any other person, firm or corporation.

(Authorized Signature)

(Date)

(Print Name)

The foregoing instrument was acknowledged before me this ____ day of September, 2019, by _____, who is personally known to me or who has produced as identification and who did take an oath.

Notary Public

**NOTICE: State name of Offeror followed by name of authorized individual (and title) that is signing as Affiant. If Offeror is an individual, state name of Offeror only.*

This document must be completed and returned with your Submittal

PROFESSIONAL REFERENCES

Please provide three (3) current and correct references from clients for similar services.

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

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MWBE PARTICIPATION STATEMENT

Note: The Consultant is required to complete the following information and submit this form with the proposal. Project Description: _____

Consultant Name: _____

This Consultant (is) (is not) a certified small or Minority or Woman Owned Business Enterprise (MWBE) per 44 C.F.R. § 13.36 (e).

Expected percentage of contract fees to be subcontracted to MWBE(s): _____%

If the intention is to subcontract a portion of the contract fees to MWBE(s), the proposed MWBE sub-Consultants are as follows:

DBE Sub-Consultant	Type of Work/Commodity
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
(Authorized Signature)	(Date)
_____	_____
(Print Name)	

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VENDOR INFORMATION

(Please attach a current W9 Form)

Name of Individual or Business Name: _____

Parent Company Name (if different than above): _____

Taxpayer Identification Number (TIN): _____

Vendor is:

() Corporation

() Partnership

() Sole Proprietorship

() Other _____

(Explain)

Permanent Residence/Corporate Office Address:

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

Payment Address (if different from above):

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

Purchase Order Address (if different from above):

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

This document must be completed and returned with your Submittal

LUMP SUM BASE BID

\$

		,				.		
--	--	---	--	--	--	---	--	--

(Place figures in appropriate boxes.)

BIDDER INFORMATION

TYPE OF ORGANIZATION: _____
(Corp., Partnership, Individual, Joint Venture, etc.)

IF A CORPORATION, THE CORPORATION IS ORGANIZED UNDER THE LAWS OF THE STATE OF:

THE STATE OF: _____
(State)

NAME OF PRESIDENT: _____
(Insert Name)

IF A PARTNERSHIP, NAMES OF ALL GENERAL PARTNERS:

(Insert Names)

This document must be completed and returned with your Submittal

Section 9- Sample Contract

Lump Sum Contract for Debris Removal Example

ARTICLE 1:

Agreement Between Parties

This contract is made and entered into on this ___day of _____, 20____, by and between the county of _ _____, hereinafter called the ENTITY and _____, herein after called the CONTRACTOR.

ARTICLE 2:

Scope of Work

This contract is issued pursuant to the Solicitation and Procurement on _____, 20_, for the removal of debris caused by the sudden natural or manmade disaster of _____ to _____, 20____. It is the intent of this contract to provide equipment and manpower to remove all hazards to life and property in the affected communities. Clean up, demolition, and removal will be limited to 1) that which is determined to be in the interest of public safety and 2) that which is considered essential to the economic recovery of the affected area.

ARTICLE 3:

Schedule of Work

Time is of the essence for this debris removal contract.

Notice to proceed with the Work: The Work under this contract will commence on _____, 20____. Maximum allowable time for completion will be _____ calendar days, unless the Entity initiates additions or deletions by written change order. If the Contractor does not complete Work within the allotted time, liquidated damages will be assessed in the amount of _____ per day.

ARTICLE 4:

Contract Price

The lump sum price for performing the work stipulated in the contract document is. \$ _____.

ARTICLE 5:

Payment

The Contractor shall submit certified pay requests for completed work. The Entity shall have 10 Calendar Days to approve or disapprove the pay request. The Entity shall pay the Contractor for his/her performance under the contract within _____ days of approval of the pay estimate. On contracts over 30 days in duration, the Entity shall pay the Contractor a pro-rata percentage of the contract amount on a monthly basis, based on the amount of work completed and approved in that month. The Entity will remunerate

the Contractor within 30 days of the approved application for payment, after which interest will be added at a rate of _____ on each payment. Retainer shall be released upon substantial completion of the work.

ARTICLE 6:

Change Orders

If the scope of work is changed by the Entity, the change in price and contract time will be promptly negotiated by the parties, prior to commencement of work.

ARTICLE 7:

Contractor's Obligations

The Contractor shall supervise and direct the Work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, equipment, personnel, taxes, and fees necessary to perform under the terms of the contract. Any unusual, concealed, or changed conditions are to be immediately reported to the Entity. The Contractor shall be responsible for the protection of existing utilities, sidewalks, roads, building, and other permanent fixtures. Any unnecessary damage will be repaired at the Contractor's expense.

ARTICLE 8:

Entity's Obligations

The Entity's representative(s) shall furnish all information, documents, and utility locations, necessary for commencement of Work. Costs of construction permits and authority approvals will be borne by the Entity. A representative will be designated by the Entity for inspecting the work and answering on-site questions. The Entity shall designate the public and private property areas where the disaster mitigation work is to be performed. Copies of complete "Right of Entry" forms, where they are required by the State and local law for private property, shall be furnished to the Contractor by the Entity. The Entity shall hold harmless and indemnify the Contractor judgments and awards alleged to have been caused by services rendered under this contract for disaster relief work unless such claims are caused by the gross negligence of the Contractor, his subcontractors or his employees.

ARTICLE 9:

Claims

If the Contractor wishes to make a claim for additional compensation, for work or materials not clearly covered in the contract, or not ordered by the Entity as a modification to the contract, he/she shall notify the Entity in writing. The Contractor and the Entity will negotiate the amount of adjustment promptly; however, if no agreement is reached, a binding settlement will be determined by a third party acceptable to both Entity and Contractor under the sections of applicable State law.

ARTICLE 10:

Insurance and Bonds

The contractor shall furnish proof of Worker’s Compensation Coverage, Automobile Liability Coverage, and Comprehensive General Liability Insurance (Premises-Operations, Personal injury, etc. as deemed necessary by the Entity).

Surety: The Contractor shall deliver to the Entity fully executed Performance and Payment Bonds in the amount 100% of the contract amount, if required by the specifications, or general or special conditions of the contract. The Entity will reimburse the Contractor for the costs of the bonds, the cost of which will be included in the base bid.

ARTICLE 11:

Contractor Qualifications

The Contractor must be duly licensed in the State per statutory requirements.

THIS CONTRACT IS DULY SIGNED BY ALL PARTIES HERETO:

By _____

Contractor

Address _____

City & State _____

Entity (County, City, Village, Township)

By _____