AUGUSTA-RICHMOND COUNTY

LOCAL EMERGENCY OPERATIONS PLAN

ESF 3- Annex A

DEBRIS MANAGEMENT

ORGANIZATION & STRATEGY

NOVEMBER 2014

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I. Overview

This plan was developed to assist Augusta-Richmond County to plan for and be prepared to respond to emergency debris removal situations. The plan was written by the Augusta Emergency Management Division and reviewed by all departments within the City of Augusta that would be involved in debris removal; including but not limited to the Augusta Engineering Department, Environmental Services, Finance, Procurement, and City Administrator's Office.

This document outlines components critical to successful debris removal operations and provides key information that will help coordinate and effectively manage debris removal efforts should the area be affected by a major debris-generating event. Central to the success of debris removal operations is the understanding of following elements prior to a debris-generating event:

- The parties involved and their roles and responsibilities with regard to debris operations;
- Rules, regulations, and guidelines enacts by the Federal Emergency Management Agency (FEMA), Georgia Emergency Management Agency (GEMA), Augusta-Richmond County Emergency Management Division, and other agencies governing debris removal;
- The process of collecting debris;
- The process used to reduce and dispose of debris, including where the debris will be staged for reduction and hauled to final disposal.

Local government is the first to respond to a disaster. Response efforts will first be directed to activities that protect lives, public health and safety, such as evacuation, sheltering, firefighting, utility restoration, and clearing roads of debris. These response efforts may be accomplished with local force account labor and equipment, contractors, volunteer, and assistance from adjacent communities through Mutual Aid Agreements and Compacts.

Natural disasters can generate enormous amounts of debris in short periods of time. Disaster debris operations must be implemented quickly to expedite recovery operations and to protect public health and safety. However, the speed of initial debris clearance, removal, and reduction and disposal operations are drastically affected by the extent of pre-disaster planning.

II. Purpose

The purpose of the Debris Management Plan is to provide policies and guidance for Augusta-Richmond County for the removal and disposal of debris produced by a major disaster.

The Debris Management Plan will facilitate and coordinate the management of debris following a disaster in order to mitigate against any threat to the lives, health, safety, and welfare of the impacted citizens, expedite recovery efforts in the impacted area, and address any threat of significant damage to improved public or private property.

III. Situation and Assumptions

A. Situation

a. Richmond County is 324.33 square miles with a population of over 200,000. Areas of the county near the south county borders are rural land with fewer occupants. Areas near the Savannah River and the center of the county are more urban. The majority of the county's square miles are considered urban. Richmond County is land-locked on the north, west, and south sides of the county, on the east side of the county the Savannah River creates the county border.

b. Situations most likely affecting Augusta-Richmond County that would produce debris include: tornado, flooding, winter weather, ice, snow, earthquake, hurricane, wild fire, severe thunderstorm and lightning, acts of terrorism and Chemical, Biological, Radiological, and Nuclear events.

c. Natural and manmade disasters precipitate a variety of debris that include, but are not limited to, such things as trees, sand, gravel, building construction material, vehicles, personal property, and hazardous materials.

d. The quantity and type of debris generated from any particular disaster will be a function of the location and kind of event experience, as well as its magnitude, duration, and intensity. During an ice storm in 2014, all of Richmond County was affected and resulted in over 700,000 cubic yards of debris. More concentrated disasters, such as a tornado, will produce smaller amounts of debris requiring removal.

e. The quantity and type of debris generated, its location, and the size of the area over which it is dispersed will have a direct impact on the type of collection and disposal methods utilized to address the debris problem, associated costs incurred, and how quickly the problem can be addressed.

f. In a major or catastrophic disaster, many state agencies and local governments will have difficulty in locating staff, equipment, and funds to devote to debris removal, in the short-term as well as long-term.

B. Assumptions

a. A natural disaster that requires the removal of debris from public or private lands and waters could occur at any time.

b. The amount of debris resulting from an event or disaster could exceed the local government's ability to dispose of it.

c. If the natural disaster requires, the Governor would declare a state of emergency that authorizes the use of State resources to assist in the removal and disposal of debris. In the event Federal resources are required, the Governor would request through FEMA a Presidential Disaster Declaration.

d. Private contractors will play a significant role in debris removal, collection, reduction, and the disposal process.

e. The debris management program implemented by Augusta-Richmond County will be based on the waste management approach of reduction, reuse, reclamation, resource recovery, incineration, and land filling.
f. In Augusta-Richmond County the initial responding agent for the County will be the Augusta-Richmond County Emergency Management Division.
g. Depending on the severity of the disaster, it will not be possible to address the pickup and disposal of all generated debris in a timely manner in addition to regular garbage pickup activities. First focus will be on clearing the debris that hinders immediate lifesaving and emergency response actions and that poses an immediate threat to health and safety. Once such debris is addressed, other debris can be removed, segregated, and then transported to a temporary debris management site or final disposal site.
h. Residents should be advised that waste materials should be separated by type to facilitate prompt removal. Waste and debris should not be placed in the road, block mailboxes, electric and water meters, fire hydrants, storm drains, or areas prone to flooding. Residents should be made aware that during debris removal process they may experience increased traffic and noise.

IV. Scope

This plan is a coordinated response blueprint for all departments involved in the management and support of emergency debris removal. To assist in the expeditious recovery from a debris-generating event, the approach contained in this plan is to outline the Pre-Event Planning during normal operations, Pre-Event Preparation, Post-Event Response, and Post-Event Recovery.

Provisions of this plan shall be implemented to the degree necessary and required to coordinate the management of debris removal and disposal following a disaster.

V. Roles and Responsibilities

In a disaster, each department has a responsibility to lead or support the effort of debris management. See Appendix A for Key Personnel Contact Information.

A. Administration & Logistics

a. All City departments and agencies will maintain records of personnel, equipment, and material resources used to comply with this plan. Such documentation will be used to support reimbursement from any state or federal assistance that may be requested or required.
b. During the implementation of this plan, all City departments and agencies supporting debris operations will ensure 12-hour staffing capability, if the emergency or disaster requires, or as directed by the Debris Coordinator. For the purpose of this plan, the Engineering

Department will identify someone within the department to serve as the Debris Coordinator.

c. The Emergency Management Department will review this plan annually. It is the responsibility of each department and agency to update its respective portion of the plan, ensure any limitations or shortfalls are identified and documented, and develop work-around procedures, if necessary. The Review will consider changes in each of the following areas:
   i. Organization
   ii. Responsibility
   iii. Selected Contracts
   iv. Priority Roadways
   v. Critical Facilities
   vi. Concept of Operations

B. Lead Department

In order to prevent the duplication of effort following a disaster, the roles and responsibilities of the City departments, as they relate to debris removal and management, must be clearly defined prior to a disaster event. The purpose of this section is to outline the roles and responsibilities various departments will fulfill before, during, and after a debris removal operation.

a. **City Administrator:** The City Administrator is responsible for the day-to-day management of the City of Augusta. Upon receiving recommendations from Emergency Management, the City Administrator will provide elected officials and the public with information regarding the progress of the debris removal effort, and will carry out City policies in accordance with the law.
b. **Augusta-Richmond County Emergency Management** will have primary responsibility for leading and overseeing the debris removal and management operations. Following a disaster, **Emergency Management** will be the lead department responsible for coordinating the debris removal. All departments involved in Debris Removal will report to Emergency Management with updates on operations, requests for assistance, and concerns about operations. Responsibilities of the Emergency Management include, but are not limited to, the following:
   i. Coordinating debris damage assessments
   ii. Maintaining the road list and geographic information systems (GIS) data related to debris removal operations
   iii. Activating monitoring firm and debris removal contractors (see Appendix C: Monitoring Firm and Debris Contractors), once approved by the City Administrator
   iv. Coordinating with the monitoring firm regarding contractor invoice reconciliation
   v. Overseeing contracted hauling and monitoring contractors through the duration of the debris removal process

vi. Providing the City Administrator and the County Commissioners with information regarding the progress of the debris removal effort

C. Interdepartmental Coordination

With the Emergency Management acting as the lead agency in the cleanup effort, additional City departments will have specific duties to assist in the recovery effort. An account of the primary roles and responsibilities for each department are summarized below.

a. **311:** 3-1-1 is the non-emergency call number for Richmond County residents, visitors, and businesses to receive information and to report non-life threatening damage. The office will assist customers with shelter information, reporting outages to their provider, and assist with directory services in the event of massive power or data outages during an emergency. The call center will be activated for 24 hour response once the EOC is at full activation. The 3-1-1 Department will maintain a log of all calls received, requests that are entered and resolutions, if applicable, for all calls related to the emergency. This office will also serve as the main point of contact for Richmond County residents regarding debris removal updates, reports of damages to personal property and other complaints that need to be addressed by the monitoring company. All complaints will be documented and forwarded to the monitoring company on a daily basis.
b. **911**: 9-1-1 Emergency Dispatch will receive most of the calls when a disaster happens, whether they are emergency or non-emergency. The on duty 9-1-1 supervisor will be requested to create a call for service incident in the dispatch system to record any hazards and/or notifications related to the emergency. The information provided by 9-1-1 to the EOC will assist in providing information to the public about the conditions of the county.
c. **Emergency Management**: Emergency Management is a coordinating agency with responsibility to be the liaison between the local government and that State government. During normal operations, emergency management writes plans for the City to respond to large scale emergencies. In the scaling up phase for an emergency, the Emergency Management department will provide necessary state and federal forms for record keeping purposes. During the debris removal process, the emergency management office operates as the data collection point for all disaster related expenses, debris tickets, and any other related documentation. The emergency management office will also act as the press release coordinator for releasing information to the public and the media on debris removal. Emergency Management is responsible for monitoring potential threats and coordinating the evacuation and sheltering of citizens in the event of a disaster. Additionally, with the goal of saving lives and protecting property, Emergency Management operates the Emergency Operations Center (EOC) to coordinate and maintain essential City services during an incident. Coordinate PW development with Engineering, Procurement, Finance, Environmental Services, and the City Administrator.

d. **Engineering Department:** Engineering will only provide oversight and management for the Engineering Department tree contractors. Engineering may be requested to assist with debris clearance and removal during the first seventy (70) hours. Engineering will provide a list of contractors and pre-event contracts to Emergency Management before activating a contract. Emergency Management will approve the contracts to work based on price, equipment and personnel; only contractors with pre-event contracts properly procured with provisions for emergency response to debris removal will be permitted to work. Engineering will report to the Emergency Operations Center when requested and remain on-site until contractors are released from work. Engineering will assess debris issues on right-of-ways and on county roads. Engineering shall be responsible for procuring salt and sand prior to an event and the distribution during and after an event. Engineering will be responsible for clearing ice and snow from roadways. Engineering Department employees will be trained to monitor debris removal operations and may be requested to assist with monitoring debris operations until the Debris Monitoring Contractor is activated. If the Debris Monitoring Contractor is not activated, Engineering will work with Environmental Services to complete monitoring responsibilities, including but not limited to measuring truck capacity, monitoring contractor debris pickups, assessment of debris loads, and other activities as needed.

    i. **Traffic Engineering**: The Traffic Engineering department, part of the Engineering Department, will identify roadway clearing priorities (see Appendix M: Road Clearance Priorities) prior to a disaster event. Traffic Engineering will assist in emergency roadway clearing activities following a disaster event as needed, assist with debris damage assessments of the City following a disaster event, and provide guidance on current roadway construct that may delay or cause additional complications in debris removal processes.

e. **Environmental Services**: Environmental Services addresses all regular weekly pickup of City residents' bulk, household, recycling, and yard waste. During the emergency response, Environmental Services contractors may be requested to assist with debris removal during the first seventy (70) hours. Environmental Services will approve opening temporary debris management sites (TDMS), identify new sites if needed, and be responsible for staffing at Temporary Debris Management Sites (TDMS) locations until the Debris Contractor is activated. Environmental Services will continue to manage the landfill and weigh debris brought in by contractors. The final disposal site for debris will be the Augusta-Richmond County landfill; Environmental Services will designate the cell for disposal. Environmental services will be responsible for coordinating the response with the Environmental Protection Department (EPD). If the Debris Monitoring Contractor is not activated, Environmental Services will work with Engineering to complete monitoring responsibilities, including but not limited to measuring truck capacity, monitoring contractor debris pickups, assessment of debris loads, and other activities as needed. Environmental Services will provide a list of contractors and pre-event contracts to Emergency Management before activating a contract; only

contractors with pre-event contracts properly procured with provisions for emergency response to debris removal will be permitted to work.

f. **Fleet Management:** The Fleet Management Department shall provide a current list of assets assigned to each department. This inventory of assets will be updated with EMA every January. Prior to an anticipated disaster, Fleet Management shall update the inventory record with EMA and attend City planning meetings with the departments. If the disaster is not anticipated, Fleet Management shall provide an updated inventory within 24hours of the disaster occurrence.

g. **Finance Department**: The Finance Department is responsible for all financial systems, accounting, purchasing, employee payroll, revenue management, equipment services and fiscal reporting. Finance will be requested to assist Emergency Management in PW development. Finance will review all PW submittals to verify information is accurate prior to submission.

h. **Fire Department**: The Fire Department has several areas of responsibility, including fire suppression, emergency medical services, public fire safety, and public education. In case of an emergency at a TDMS location, dial 9-1-1 immediately. The call will be routed by emergency dispatch to the nearest available fire department. During an emergency response, the Fire Department may be called to block roads in support of the Sheriff's Office.

i. **Geographic Information System (GIS) Department:** The GIS department will be present in the EOC during activation to assist with identification and monitoring of road conditions during the event. GIS will maintain a database of maps on critical facilities, shelters, historical disaster data, and other maps as requested. During the Damage Assessment (DA) process, GIS shall be requested to build maps of the affected areas and parcels to be used by DA teams.

j. **Planning and Development:** The Planning and Development Department's License and Inspections Division is responsible for enforcing city permits and business licenses for private companies completing work on private property. License and Inspections will verify all debris contractors are properly licensed, bonded and insured.

k. **Procurement Department**: The Procurement Department is generally responsible for the procurement and contracting of equipment and services for the City. During the emergency response, Procurement will work with Emergency Management to manage all emergency procurement requests. Throughout the debris removal operation, it shall be the responsibility of the Procurement Department to coordinate with Emergency Management regarding PWs.

l. **Recreation, Parks, and Facilities**: Recreation, Parks, and Facilities may be tasked with assisting in emergency roadway clearing activities and/or debris removal from City properties. Parks may be utilized as TDMS locations or storage space for debris clearing equipment. Facilities may be utilized as shelters for those residents needing to evacuate their homes; Emergency Management will assist in selection of the facility based on the location of the emergency.

m. **Sheriff's Office**: The Sheriff's Office is responsible for preserving peace and order, preventing and detecting crime, apprehending offenders, and enforcing the law. The Sheriff's Office will close the roads and notify the EOC through 9-1-1 about deteriorating road conditions. Throughout the debris removal operations the Sheriff's Office shall support security operations at the TDMS locations and follow the debris removal trucks on busy roadways for safety.

n. **Utilities Department**: The Water Utilities Department supports an emergency operation with vehicles to assist with blocking roads and generators for shelter locations if needed. The department shall support response operations by supplementing with additional resources.

D. External Agencies

a. **Georgia Department of Transportation (GDOT):** The Georgia Department of Transportation is responsible for debris clearing and removal on state routes throughout the county.

b. **Federal Highway Administration (FHWA):** The Federal Highway Administration is responsible for debris clearing and removal on federal aid highways through the Emergency Relief program.

c. **Georgia Emergency Management Agency (GEMA):** The Georgia Emergency Management Agency will be present during the emergency period to provide guidance and assist with reporting. Request for federal assistance will come from the Governor at the direction of GEMA. During the recovery phase, GEMA is the grantee for all federal funding and will act as the Project Worksheet (PW) reviewer.

d. **Federal Emergency Management Agency (FEMA):** FEMA staff will provide guidance to the City regarding debris eligibility and the FEMA reimbursement process. Representatives will be on-site during the response phase to complete a preliminary damage assessment of debris cleanup; this is used to determine the need for federal assistance. FEMA representatives will also be present during the recovery phase to monitor debris-removal operations and complete PWs.

e. **Georgia Forestry:** Georgia Forestry is responsible for providing guidance and approval for the open burning of vegetative debris.

f. **Environmental Protection Department (EPD):** The EPD is responsible for providing guidance and approval of all TDMS. Environmental services will be responsible for coordinating the response with EPD.

VI. Concept of Operations

Debris management will be considered a critical function when it impairs the ability of emergency responders to provide immediate life safety services. In such instances, debris will be temporarily moved out of the way to facilitate rescue with permanent removal and disposal actions occurring once the situation has been stabilized. All agencies will document personnel and material resources used to

comply with this plan. Documentation and photographs will be used to support any Federal and State assistance that may be requested or required.

A. **Pre-Event Planning Coordination-Normal Operations**:
Pre-event debris management planning coordination is accomplished through the Augusta-Richmond County Emergency Management Division. Normal Operations is the period of time when there is not a serious threat of a disaster event. It is important to maintain a constant state of preparedness by reviewing and updating this Plan. The purpose of the review is to ensure all departments with debris responsibilities maintain the capacity to fulfill their obligations in a timely and effective manner should a disaster strike. Once roles and responsibilities have been review, updates to this Plan will be posted. The annual review/update of this Plan will include at a minimum:

a. Review debris guidance from FEMA and GEMA, including rules and regulations dictating operational procedures changes. The Plan will be updated as needed to reflect these changes.
b. Update primary debris contact lists, including department changes in personnel and contact information.
c. Update Go-Kits with new forms, guidelines, etc. and provide additional needed training.
d. Establish and maintain pre-positioned contracts for debris monitoring, debris removal services, and hazardous materials removal. The procurement of such services should be compliant with City procurement practices (see Appendix B for the City Procurement Code) and the procurement requirements specified in the Code of Federal Regulations-Title 44-Emergency Management and Assistance (44 CFR) Part 13.36.
e. Review emergency response priorities
    i. Road Clearing Priorities: Changes or updates relating to road segments and applicable maintenance responsibility among local, State, and Federal agencies are critical for reimbursement through the PA Program. It is critical to review and update priority road clearing lists and maps annually. Updated and accurate priority road clearing lists and maps will assist in the documenting debris clearing/removal operations and thereby assist during the reimbursement process.
    ii. Critical Facility Restoration Priorities: Changes or updates relating to Critical Facilities identified by the County are critical for reimbursement through the PA program. Updated and accurate Critical Facilities lists and maps will assist in documenting debris clearing/removal operations.
    iii. Review Pre-Position Debris Management Contracts: During times of normalcy, the County should establish and maintain pre-position contracts for debris monitoring and debris removal services. The procurement of such services should be compliant with the County procurement practices, and the procurement competition requirements specified in Code of Federal Regulations, Title 44, Emergency Management and Assistance (44CFR), Part 13.36.

f. Review TDMS Locations: Locations should be identified to serve as TDMS following a debris-generating event by the County to ensure compliance with TDMS location standard and local zoning laws. These sites should be reviewed annually to ensure they remain viable options for TDMS operations. Likewise, additional TDMS locations may be identified as the development and landscape of the County progress over time.
g. Coordinate with Engineering and Environmental Services to ensure they will be in operations following a disaster and to ensure capacity for debris removal from a large scale event. Coordinate with Engineering and Environmental Services to provide collections for disaster specific debris of all categories, excluding hazardous waste.
h. Review/update County Debris Forecasts as required. See Appendices D and E: Debris Forecasting and Estimating.
i. It will be the responsibility of each tasked agency to update its respective portion of the plan and ensure any limitations and shortfalls are identified and document, and work-around procedures developed, if necessary.

B. Pre-Event Preparation:

The City should begin pre-event preparations when an event is approaching Augusta-Richmond County. However, some disasters do not allow for this preparation. If it is possible, crucial City personnel and external partners should be on standby to report to the EOC as needed.
The availability of pre-selected/pre-approved TDMS locations will be evaluated by the Environmental Services Department. Emergency Management shall place pre-positioned monitoring firm and debris removal contractors on stand-by at the direction of the City Administrator.

a. Checklist
    i. Download most recent road list and relevant documents to backup storage devices. It is critical that the City provide updates of the road list to the monitoring firm as soon as it is available.
    ii. Distribute go-kits for City personnel for debris monitoring activities.
    iii. Alert key personnel and place monitoring firm and debris removal contractors on stand-by. The City should notify the contractors that their contracts have been activated. Discussion with the contractors should address the following issues:
        1. Availability and amount of assets that will be dedicated to debris removal operations
        2. Estimated time of mobilization
        3. Exchange of updated mobile contact information
        4. Identification of staging area(s) for truck certification
    iv. Review plan with key personnel. Once roles are reviewed and agreed upon, the meeting should focus on key activities that need to occur immediately following the emergency, including damage assessment and emergency road clearing.

v. Issue pre-event media press releases. The press releases should reassure the public that the City is prepared and has a plan in place to immediately respond to an event. The City will provide information on proper private property clearing and when the cleanup process will begin. (Appendix F: Press Information)

C. Post-Event Response:

a. General: Debris management operations are generally divided into two phases, Response and Recovery. In order to develop effective and efficient management strategies for each phase, the County debris planners must consider several variables which include, but are not limited to:
   i. Amount and type of forecasted debris;
   ii. Employee labor resources;
   iii. Available equipment;
   iv. Urgency of the debris operations;
   v. Damage to priority infrastructure; and
   vi. Limitations of forces and skills for specialized debris issues.

b. Response Phase: Sometimes referred to as the "Initial Push," usually not exceeding 70-hours. The County will begin the Response Phase sometimes during but always immediately after an event in order to gain access to affected areas. Actions required during the response phase are usually completed within a matter of days following a disaster event. The period of time in which roadways are cleared of scattered debris, leaning trees, and other obstructions in roadways for emergency response vehicles. This operation is reimbursable by FEMA on a time and materials basis. It is critical that all types of equipment and the amount of time the equipment is used are documented accurately and in detail.

   During this phase, depending on the severity of the event, the Engineering Department should initiate emergency roadway clearing operations using City employees (force account labor). Force account labor may be used to push debris out of the roadways or to remove debris until the pre-selected debris removal contractor and monitoring contractor can mobilize.

   The primary goals of debris operations during the Response Phase include, but are not limited to: Emergency Roadway Clearing, Damage Assessment, and Estimating the Amount of Debris.

   i. Emergency Roadway Clearing
      1. Sometimes called "cut and toss" activities. The objective is to provide for the safe movement of emergency and support vehicles into and out of the disaster area to facilitate search and rescue efforts, allow access to critical facilities, and prevent further damage to critical infrastructure. This is accomplished by pushing debris onto the shoulder and away from overhead power lines, primarily on the public right-of-

ways (ROW). There is little time or concern for sorting debris at that time, therefore there is no attempt during this phase to physically remove or dispose of the debris, unless life-safety issues warrant. Debris that is moved or relocated during the Initial Push should be placed as close as possible to the edge of the roadway. Driveway cutouts, fire hydrants, valves, and storm-water inlets will be left unobstructed.

2. The type of debris encountered during the Initial Push will most likely include, but may not be limited to: trees blown down and broken limbs; and utility poles, power-telephone-cable TV lines, transformers and other electrical devices.
3. Priorities:
    - Priority Roadways: Response Phase operations primarily focus on emergency access routes and main arterials. The County has designated priority roadways for initial debris clearing based on its particular situation. The GA Department of Transportation (GDOT) will be contacted to coordinate priorities for clearance on State roads.
    - Access to Critical Facilities: The County has defined priority routes to gain access to critical community facilities, such as: municipal buildings, water treatment plants, wastewater treatment plants, power generation units, airports, hospitals, and shelter sites.
    - 911 emergency calls will take priority of road clearing debris removal crews and resources at all times to ensure access for emergency vehicles and resources into the impacted area to protect public health and safety following a major disaster or catastrophic event.
    - 311 will take all non-emergency calls for debris removal and road clearing. Information will be provided to the Debris Monitoring Contractor to assign to the Debris Removal Contractor.

ii. Damage Assessment (DA): As soon as practical, damage assessments should be conducted to identify necessary lifesaving actions, assess the magnitude of damage and determine if additional resources are needed from other local governments and the State. The Damage Assessment also assists in providing the State with an overall situational awareness report.

1. The necessary equipment or performing Preliminary and subsequent Damage Assessments include:
    - Digital Camera
    - 100 foot tape or roll-off wheel
    - Calculator, notepad, sketchpad

- Maps of the area
- Dedicated vehicle and mobile communications
- Copy of the Debris Management Plan
- Appropriate GEMA reporting forms

Go-Kits will be available for DA teams to provide the necessary supplies.

2. The Damage Assessment Team Leader will divide the county into sectors to assess the extent of debris generated by the event. Sector boundaries can be determined based on the following criteria:
    - Commission Districts
    - Critical Infrastructure
    - Land Use (residential, business, agricultural)
    - Parcel Zone Map
3. The Damage Assessment Team should then investigate the damaged areas by sector to record the extent of damage and estimate the amount and composition of debris observed in each sector annotate the locations on county maps.

iii. Estimating the Amount of Debris: Debris estimating is normally used in a post-disaster situation to establish a reasonable estimate of the actual debris quantities and mix. Debris estimates will be used to establish debris removal priorities, TDMS and landfill space requirements, and the possible need for contracted resources.

D. **Recovery Phase**: The Recovery Phase begins as emergency access routes are cleared and residents are returning to their homes where they begin to bring debris to the public ROW. At this time, the County will begin to collect, reduce, and dispose of the debris generated during the event utilizing the most cost-effective and environmentally responsible methods available. Depending on the quantity of debris generated by the event, and the complexity of the operations required to mitigate debris issues, debris management operations throughout the County could continue for several weeks.

VII. Debris Collection and Removal Methods

The public expects to have debris removed from neighborhoods as soon as possible following a disaster event. The implementation of disaster debris collection as soon as practical after the disaster event assures the public that recovery efforts are in progress and that the community will return to normal quickly.

The type of debris, the affected locations, and the amount of debris will depend on the event affecting the county at that time. Collection methods will be based on the type and amount of debris and the area(s) affected.

There are two main methods of debris collection, curbside collection and temporary debris site collection. Debris clean-up may be completed by one of these methods or a combination of both.

A. **Curbside Collection:** Similar to normal waste management pickup. Private property owners will pull debris to the ROW for pickup. This method may be used when the disaster is concentrated in one area of the county OR if the disaster is affecting the entire county and affecting emergency vehicle response.
    a. Depending on the emergency situation, debris may be separated based on types: vegetative debris, household bulk waste, and construction debris.
        i. Vegetative debris is trees, branches, "woody" debris. Debris must be disaster related. Debris small enough to be placed in Kraft bags, such as leaves, grass, and twigs, are considered yard waste and will not be picked up as part of the Disaster Debris Removal process. An education process for the community will be conducted to effectively distribute the necessary information about debris removal operations.
        ii. Household bulk waste is considered damaged personal goods, white goods, electronic goods, and household hazardous waste that cannot be placed in the residential Roll-Out Cart provided by Environmental Services. Debris must be disaster related in order to qualify for pick-up and should be separated by category (personal goods, white goods, electronic goods, and household hazardous waste). Residential garbage, or municipal solid waste, may not be picked up as part of debris removal efforts depending on the type of disaster; services may be temporarily discontinued in order to allow additional crews to focus on disaster debris removal. Household hazardous waste should be separated from other types debris. Depending on the disaster, household hazardous waste may not be part of the debris pickup. Regular household quantities of hazardous waste, such as insect killer, will be collected as part of normal residential collection. The City shall resume normal solid waste pickup schedules as soon as possible.
        iii. Recycling will be picked up according to the regular schedule. Services may be temporarily discontinued to allow additional work crews to focus on disaster debris removal.
        iv. Construction debris is accumulation of construction and demolition materials removed by the homeowner prior to the receipt of insurance.
            1. The City should watch for non-disaster related debris and contractors should not pick up ineligible debris. City departments with on-call contracts for debris pick up should educate contractors on what is eligible for pick up during the recovery period. Information will be distributed to the community on what is eligible for pickup.
            2. Richmond County homeowners will be requested to sort debris before placing it at the ROW.

B. **Temporary Debris Management Sites (TDMS) Collection**: Residents transport their debris to a common location identified for drop-off.
   a. The primary location for Richmond County resident debris drop-off will be the Augusta Landfill at 4330 Deans Bridge Road.
   b. TDMS will be surveyed to determine suitability for debris, See Appendix J: Property Suitability Survey.
   c. The number of TDMS will depend on the amount and location of the debris requiring disposal.
   d. TDMS require monitoring; staff must be assigned to manage the site and record drop-offs. Staff is responsible for making sure the TDMS does not become a drop-off for non-disaster related items.
   e. TDMS locations will be identified for residents of Richmond County to dispose of their debris.
   f. Additional sites may be identified for on-call contractors to drop off their debris. Community drop off sites cannot be utilized by on-call contractors.

C. **Debris Removal on Private Property:** Debris removal from private property is the responsibility of the home owner. Residents will be given debris removal criteria for the removed debris to be eligible. Residents using contractors to remove the debris will not be eligible for debris removal services from the City; the contractor will be required to remove the debris and take it to the landfill.
   a. **Special Circumstances:** In special circumstances, the City may remove debris from private property. This includes the private subdivisions in Richmond County. Residents are still responsible for removing debris from their personal property to the County right-of-way.
      Debris may also be removed if deemed hazardous to health and a safety issue to those surrounding the area by East Central Georgia Public Health District. If the debris must be removed due to a health and safety issue, Code Enforcement will issue a ticket to the homeowner first giving them notice to remove the debris. If the debris is not removed by the deadline, the City will remove the debris; the charges incurred by the City to remove the debris will be charged to the homeowner for reimbursement.
      The Planning and Development Department's License and Inspections Division shall be responsible for enforcing all companies are properly permitted to provide private property debris removal.

D. **Health and Safety:** The City complies with all Public Health Department and Environmental Control requirements to maintain and ensure the highest quality of health and safety standards for its residents. In addition, information will be disseminated to the public regarding basic health and safety issues as necessary (see Appendix F: Health and Safety).

E. **Public Information:** The City must develop Public Information management plans in order to facilitate debris cleanup and removal. This plan should contain definitions of the types of debris,

public and private debris sites, and recycling guidance. Emphasis should be placed on actions the public can perform to expedite the cleanup process (see Appendix G: Public Information).

VIII. Debris Reduction & Recycling Debris

A. Reduction Method
   a. The preferred method of vegetative debris reduction is chipped or ground. The leftover mulch is either hauled to a final disposal facility or recycled.
   b. The secondary method of reduction is incineration. Air curtain burning and open burning of vegetative debris require permits from Georgia Forestry.
   c. Crushing debris may be an appropriate method for bulk items and white goods.

B. Recycling of Debris
   a. Vegetative debris that is reduced through chipping or grinding results in leftover mulch. The remaining mulch can be used for agricultural purposes or fuel for industrial heating.
   b. Metal debris, such as white goods, can be recycled.
   c. Concrete, asphalt, and other masonry products that may become debris as a result of a debris-generating event, can be crushed and potentially used for road construction projects or as trench backfill.

IX. Temporary Debris Management Sites and Disposal Locations

In a large disaster, the public may have access to sites throughout the county where they can drop off debris. Monitors at these sites will determine if the debris needs to be sorted and monitor the debris being dropped off. Based on the amount of the debris, the traffic flow in and out of the sites will be set up to best accommodate the amount of debris. The sites will be monitored for volume and information recorded for each truck using the FEMA Debris Management guidance (FEMA 325). Those sites are:

- Eisenhower Park
- Augusta Landfill

See Appendix K: Temporary Debris Management Sites

Alternate locations may be considered by prioritizing potential alternate sites if one or more pre-approved sites are not available. In a smaller disaster, with more concentrated areas of damage, debris sites may be identified in closer proximity to the affected area.

Debris at the temporary debris management sites will be transported to the landfill for final disposal. Environmental Services will identify the location at the landfill for final disposal at the time of the event.

At the time of the event, the Augusta Landfill will be labeled for Richmond County resident drop-off or on-call contractor drop-off. These should be separate sites.

X. Debris Monitoring Firm

A. **Monitoring Function:** Upon activation, the monitoring firm will deploy staff to conduct truck certification, collection, and disposal monitoring functions. The monitoring firm will orient employees with operational procedures and refresh staff with the field training program on current debris removal eligibility, FEMA requirements, City debris removal contract requirements, and safety procedures. Collection monitors must carefully document debris collection information to demonstrate eligibility and ensure proper debris removal contractor payments and FEMA reimbursement. The monitoring firm will maintain responsibility for contractor work and payment recommendations.

The documentation should include:

- Applicant name
- Location of debris, including full address and zone
- Time and date of collection
- Name of contractor
- Name and unique employee number of monitor
- Truck certification number
- Truck capacity (disposal site monitor will fill out load call [percentage] information)
- Debris classification
- Disaster declaration number

Force account labor from Engineering and Environmental Services will be trained to monitor using these criteria for the Initial Push monitoring at TDMS locations. Within twenty-four (24) hours of activation of the Debris Monitoring contract, the contractor will take over monitoring responsibility from Environmental Services.

B. **Truck Certification:** Accuracy and documentation of all measurements are critical. All debris removal trucks hauling debris under a volumetric contract with the City must have their capacity and dimensions measured, sketched, photographed, and documented on a truck certification form (see Appendix M). Each debris removal truck will be assigned a unique number for debris tracking and invoice reconciliation purposes.

Truck certifications should contain the following:

- Unique truck number
- Driver name
- Driver phone number
- License number, state issued, and expiration
- Tag number, state issued, and expiration
- Vehicle measurements
- Sketch of vehicle

C. **Disposal Monitoring:** The primary function of the monitoring firm is to document the disposal of disaster debris at approved TDMS locations and the final disposal site. Monitors perform quality

assurance/quality control (QA/QC) checks on all load tickets and haul-out tickets to ensure that information captured by collection monitors is complete. This QA/QC includes, but is not limited to, the following:

- Inspection of truck placards for authenticity and signs of tampering
- Verification that placard information is documented properly
- Verification that all required fields on the load ticket have been completed

Afterwards, the disposal monitor will document the amount of debris collected by making a judgment call on vehicle fullness-typically on a percentage basis. The percentage documented for each debris removal vehicle is later applied to the calculated CY capacity of the vehicle to determine the amount of debris collected. The disposal monitor's responsibilities include, but are not limited to, the following:

- Completing and physically controlling load tickets
- Ensuring debris removal trucks are accurately credited for their loads
- Ensuring trucks are not artificially loaded
- Ensuring hazardous waste is not mixed in with loads
- Ensuring all debris is removed from the debris removal trucks before exiting the TDMS location or final disposal site
- Ensuring only debris specified within the City's scope of work is collected

In addition to the responsibilities listed above, final disposal site monitors will complete the following:

- Ensuring all debris is disposed at a properly permitted landfill
- Matching landfill receipts and/or scale house records to haul-out tickets

D. **Augusta-Richmond Responsibility:** Trained staff with Augusta-Richmond County will participate in monitoring the contractor by evaluating at least ten (10) percent of the load calls in a week of work, surveying the debris piles before grinding begins, and addressing any concerns with the contractors within twenty-four (24) hours.

XI. Environmental Considerations & Other Regulatory Requirements

In the event a historic site is affected in the emergency and requiring debris removal, the City will consult the Georgia State Historic Preservation Office (SHPO) for guidance before any work is completed. The Georgia SHPO is the Georgia Department of Natural Resources, Historic Preservation Division (HPD). Brief descriptions of environmental and historic preservation special considerations that relate to debris operations are addressed below:

A. **Georgia Environmental Policy Act (GEPA) of 1991** is designed to protect the cultural and natural resources of Georgia that may be impacted by a state government agency's actions. Under the

law, government agency means any department, board, bureau, commission, authority, or other agency of the state. Actions undertaken by local governments are also included if more than 50% of the total project cost is funded by a state agency or if the project involves state funds of $250,000 or more. There are numerous projects carried out with state funds or state grants that have the potential to affect Georgia's environment. GEPA, enacted in 1991, addresses this issue and provides for the disclosure of the environmental effects of proposed state projects. State agencies are required to prepare an Environmental Effects Report for all projects that the responsible agency official determines may significantly impact the quality of the environment, including historic and archaeological resources. State agencies may request the comments of the HPD. Our role is to assist state agencies and their applicants in assessing the impacts of projects on historic and archaeological properties listed in or eligible to be listed in the Georgia Register of Historic Places. For more information, see Appendix P: Historical Districts and Appendix S: Environmental Policy Act.

B. **Federal Clean Water Act** overall goal is to restore and maintain the chemical, physical, and biological integrity of the Nation's waters. Water quality standards are a key tool used by States to meet this goal and are the foundation for numerous activities conducted by Georgia EPD. Georgia's water quality standards are found in Chapter 391-3-6-.03 of the Rules and Regulations for Water Quality Control (see Appendix T: Georgia Water Quality Control).

The Clean Water Act makes it unlawful for any person to discharge any pollutants from a specific course into navigable waters, unless a permit was obtained under its provisions. Through Section 404 of CWA, permits are required to discharge dredged and fill materials into waters of the United States, including wetlands.
Section 402 of the Clear Water Act implements the National Pollutant Discharge Elimination System, which establishes a permit program controlling water pollution by regulating point sources that discharge pollutants into the waters of the United States.
Debris removal projects such as dredging, demolition, and construction and operation of sites used for debris management must comply with the requirements of the Clean Water Act as administered by the Federal, State, or local regulatory agency (see Appendix U: Clean Water Act).

C. **Clean Air Act** was established to protect the nation's air through the reduction of smog and atmospheric pollution. Debris clearance, removal, disposal, recycling, reduction, and demolition, must comply with the air quality standards required by State and local regulatory agencies (see Appendix V: Clean Air Act). Augusta-Richmond County will monitor contractors, where they are working, how long they are working, and verify the proper permits are obtained for work being completed.

D. **Endangered Species Act** prohibits actions that cause unnecessary harm to species listed as threatened or endangered, or the destruction or adverse modification of habitat for these

species. Endangered species include mammals, fish birds, reptiles, and amphibians, as well as plants and insects. If a project involves the known habitat of a threatened or endangered species, the City must consult with the Georgia Department of Natural Resources before work is completed (see Appendix W: Endangered Species Act).

E. **National Historic Preservation Act** requires all work completed must assess the effects the undertakings will have on historic properties. Agencies must consult with parties who have an interest in the effects of the undertaking in order to identify the affected historic properties, assess the effect of the undertaking on historic properties, and seek ways to avoid, minimize, or treat any adverse effects on historic properties. All agencies shall review the implementing regulation in 36 CFR Part 800 (see Appendix X: 36 CFR Part 800). Historic properties include districts, buildings, structures, objects, landscapes, archaeological sites, and traditional cultural properties that are included in, or eligible for including in, the National Register of Historic Places. These properties are not just old building or well-known historic sites, but places important in local, State, or national history. Facilities as diverse as bridges and water treatment plants may be considered historic.

XII. References

A. FEMA-322 Public Assistance Guide
B. FEMA-325 Public Assistance Debris Management Guide
C. FEMA-329 Debris Estimating Field Guide
D. FEMA 44 Code of Federal Regulations (CFR) 13.36 & 2 CFR 215
E. Stafford Act, Sec 403 & 407
F. Chatham County Emergency Management Debris Management Plan
G. Ohio Emergency Management Debris Management Plan

XIII. Effective

This plan is effective immediately upon the approval of by the Commission of Augusta, Georgia.

Approved on this 2nd day of December 2014

Mayor

Clerk of Commission

Emergency Management Director

XIV. Appendices

Appendix A: Key Personnel Contact List

Appendix B: City of Augusta Procurement Code

Appendix C: Monitoring Firm and Debris Removal Contractors

Appendix D: Debris Forecasting & Estimation

Appendix E: Estimated Debris Quantities for Augusta-Richmond County

Appendix F: Health & Safety

Appendix G: Press Information

Appendix H: Temporary Debris Management Site Guidance

Appendix I: Temporary Debris Management Sites Checklist

Appendix J: Property Suitability Survey

Appendix K: Temporary Debris Management Sites

Appendix L: Debris Management Site Memorandum of Agreement

Appendix M: Truck Certification Form

Appendix N: Road Clearance Priorities

Appendix O: County Resources

Appendix P: Historical Districts

Appendix Q: Debris Removal Contractor Solicitation and Evaluation

Appendix R: Monitoring Contractor Solicitation and Evaluation

Appendix S: Georgia Environmental Policy Act of 1991

Appendix T: Georgia Water Quality Control

Appendix U: Clean Water Act

Appendix V: Clean Air Act

Appendix W: Endangered Species Act

Appendix X: FEMA 36 CFR Part 800

Appendix Y: Executive Order 12898

Appendix Z: EPD Rules on Solid Waste Management

Appendix AA: FEMA-325 Debris Management Guide Question and Answer Section

Appendix A: Key Personnel Contact List

Key Personnel & Contact Information

Contact	Department	Position	Cell Phone	Office Phone
Tameka Allen	Administration	Interim City Administrator	706-466-0526	706-821-2522
Steve Cassell	Administration	Interim Deputy City Administrator	706-836-5160	706-821-2524
Abie Ladson	Engineering	Director	706-564-4175	706-796-5040
Chief Chris James	Fire Department/EMA	Fire Chief/EMA	706-799-9803	706-821-1640
Mie Lucas	EMA	Disaster Preparedness Coordinator	706-799-9804	706-821-1157
Chief Wayne Taylor	Fire Department	Special Operations Chief	706-564-6436	706-821-1645
Mark Johnson	Environmental Services	Director	706-564-0128	706-592-3201
Geri Sams	Procurement	Director	706-799-9082	706-821-2422
Donna Williams	Finance	Director	706-829-9624	706-821-2338
Susan Kain	Finance	Grant Coordinator		706-821-2427
Tom Wiedmeier	Utilities	Director	706-513-9016	706-312-4160
Robert Levine	Recreation, Parks & Facilities	Director	706-513-1899	706-796-4084
Patrick Clayton	Sheriff's Office	Deputy Chief		706-821-1066
Jody Smitherman	Law	Public Safety Lawyer	706-799-3351	706-821-5552
Teresa Russell	Marshal's Department	Deputy Director		706-821-2880
Dominick Nutter	911	Director	706-755-4867	706-821-1209
Deke Copenhaver	Mayor's Office	Mayor	706-825-6314	706-821-1831
Mike Blanchard	IT	IT Deputy Director		706-821-2862
Sandy Wright	Risk Management	Director		706-821-2486
Gordon Lowe	GEMA	Field Coordinator	912-655-1311	912-486-7941

Appendix B: City of Augusta Procurement Code

ARTICLE 1

GENERAL PROVISIONS AND DEFINITIONS

Sec. 1-10-1. Purpose.

The purpose of the Procurement Chapter of the AUGUSTA, GA. CODE is to provide detailed procedures for implementation of procurement requirements for Augusta, Georgia and to provide for a DBE Program for federally assisted contracts. Further, the purpose of this Chapter is to:

(a) Simplify and consolidate procurement procedures;

(b) Provide for centralized procurement;

(c) Ensure fair and equitable treatment of all persons involved in the procurement process;

(d) Foster competition in the public procurement process; and

(e) Ensure compliance with all federal, state and local laws.

This chapter shall contain all of the rules, regulations, and procedures needed to purchase goods and services and provide other procurement services for the Augusta, Georgia government.

Sec. 1-10-2. Application of this chapter.

(a) Except as otherwise provided herein, the requirements of this chapter apply to contracts for the procurement of supplies, commodities, services, construction, professional, and consultant service products solicited or entered into by Augusta, Georgia. It shall apply to the expenditure of public funds irrespective of the source of the funds. It shall also apply to the disposal of Augusta, Georgia's supplies and personal assets.

(b) Nothing in this chapter shall preclude Augusta, Georgia from complying with the terms and conditions of any grant, gift, donation or bequest that are otherwise consistent with state and federal laws.

Sec. 1-10-3. Supplementary laws.

The principles of law and equity, including those relative to contract, agency, fraud, duress, coercion, mistake, bankruptcy, and the Uniform Commercial Code of Georgia (O.C.G.A. 11-1-101 et. seq. as amended) and all other applicable federal, state and local laws shall apply, as appropriate, to the procurement process.

Sec. 1-10-4. Good faith provision.

All parties involved in the negotiation, performance, or administration of Augusta, Georgia

contracts shall act in good faith. Good faith means honesty in fact in the conduct or transaction concerned and the observance of reasonable commercial standards of fair dealing. *See* O.C.G.A. § 11-2-201.

Sec. 1-10-5. Public access to procurement information.

(a) Contract files. Written records pertaining to a solicitation, award or performance of a contract or purchase order shall be maintained by the Procurement Director.

(b) Retention. All procurement records shall be maintained and disposed of in accordance with the Records Retention schedule as established by the Augusta, Georgia Commission.

(c) Public access. Procurement information shall be considered public records to the extent required by the Georgia Open Records Act. A Request for Proposals (RFP) shall not become public record until the final contract is negotiated and awarded. Any financial, trade secrets or commercial data contained in Request for Proposals shall be considered privileged and confidential and shall not be disclosed.

(d) Procurement opportunities will be posted on the Augusta, Georgia internet website under the Procurement Department: http://www.augustaga.gov

Sec. 1-10-6. Preference for local suppliers, professional services and contractors.

(a) Augusta, Georgia encourages the use of local suppliers of goods, services and construction products whenever possible. Augusta, Georgia also vigorously supports the advantages of an open competitive market place. Nothing in this Section shall be interpreted to mean that the Augusta, Georgia Administrator or Procurement Director are restricted in any way from seeking formal bids or proposals from outside the Augusta market area.

(b) When the quotation or informal bids selection method is used by the Procurement Director or using agency head to seek firms to quote on Augusta, Georgia commodities, services and construction products, local firms should be contacted, if possible, first. Where the Procurement Director or using agency head ascertains that there may not be at least three (3) qualified informal bidders, quotes may be sought from outside the Augusta, Georgia market.

(c) In the event of a tie bid (see Section 1-10-50 (h)), when all other factors are equal, the Augusta, Georgia Administrator shall select the bid from within the local market area, except that the Administrator shall retain the flexibility to make the award of contract to a bidder outside of the local market area if there is sufficient evidence to support collusive bidding in favor of a local source.

(d) The Local Vendor Preference policy shall only be applied to projects of one-hundred thousand dollars ($100,000) or less and only when the lowest local qualified

bidder is within 10% or $10,000, whichever is less of the lowest non-local bidders. The lowest local qualified bidder will be allowed to match the bid of the lowest non-local bidder and, if matched, the lowest local qualified bidder will be awarded the contract.

(e) For the purposes of this section, "local bidder" shall mean a business which:

(1) Has had a fixed office or distribution point in and having a street address within the geographic limits of Richmond County, Georgia for at least six (6) months immediately prior to the issuance of the request for bids or quotes by Augusta; and

(2) Holds any business license required by the AUGUSTA, GA. CODE; and

(3) Employees at least one full-time employee, or two part-time employees whose primary residence is within the geographic limits of Richmond County, Georgia or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is within the geographic limits of Richmond County, Georgia.

(f) The Procurement Director shall develop a program to routinely search out local firms that offer products or services which Augusta, Georgia may purchase and encourage such firms to place themselves on the local bidder's list.

(g) Registration as a local bidder. In order to be registered as a local bidder, a bidder must submit a completed application to the Procurement Department, and the applicant must be approved and registered by the Procurement Department. An eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

(h) Criteria. To be registered as a local bidder, the eligible bidder must satisfy the criteria set forth in subsection (e) above.

(i) Term. The certification as a local bidder shall expire two (2) years from the date of the approval of the application. Following the expiration date, a business is no longer a local bidder. An eligible bidder must submit a new application for certification as a local bidder to the Procurement Director and establish that it continues to meet the requirements contained in subparagraph (e) of this section in order to receive a bid preference on eligible local projects.

(j) Continuing obligations of eligible bidders registered as local bidders. Eligible bidders registered as local bidders shall be under a continuing duty to immediately inform the Department of Procurement in writing of any changes in the eligible bidder's business if, as a result of such changes, the eligible bidder no longer satisfies the requirements of subparagraph (e) of this section.

(k) Nothing in this section shall be interpreted to mean that the Augusta, Georgia Administrator or Commission may decline to follow the provisions of O.C.G.A. §§ 36-91-1 through 36-91-95, Public Works Contracts. O.C.G.A. § 36-91-22 requires that all Augusta, Georgia public works contracts of one-hundred thousand dollars ($100,000) or more, as defined therein, be publicly advertised before letting out the contract to the lowest bidder. Further, nothing in this section shall be interpreted to mean Augusta, Georgia Administrator or Board of Commissioners may decline to follow the provisions of the AUGUSTA, GA. CODE requiring public advertising before letting certain contracts.

(l) Georgia-made Preference: Augusta, Georgia shall provide a preference for Georgia-made products on the purchase of supplies, materials, equipment and agriculture products. The Georgia-made Preference policy shall only be applied to purchases of such items costing over one-hundred thousand dollars ($100,000) and only when the vendor seeking this preference supplies sufficient proof that their product is Georgia-made. A vendors request for the Georgia–made Preference must be placed in the vendor's response to an applicable Augusta, Georgia bid. The Administrator shall determine whether the product is a Georgia-made product. The lowest bidder of a Georgia–made product will be allowed to match the bid of the lowest non-Georgia-made bidder. If matched the lowest bidder of a Georgia–made product will be awarded the contract.

Sec. 1-10-7. Value analysis.

(a) *Purpose.* A significant portion of the Augusta, Georgia Annual Budget is committed each year to various purchase contracts such as raw materials, equipment, equipment parts or components, general supplies, and professional and non-professional services. Therefore, it is essential that maximum value be obtained for every public tax dollar spent. A proven technique for obtaining this goal is value analysis.

(b) *Definition of value analysis.* Value analysis is the organized and systematic study of every element of cost in a part, material, or service to make certain it fulfills its function at the best value. It employs techniques which identify the functions the user wants from a product or service; establishes by comparison the appropriate cost for each function; then, it causes the required knowledge, creativity; and initiative to be used to provide each function for that cost.

(c) *Application of value analysis to the procurement process.* Value analysis is a study of function and the value of any service, material, or product established by the minimum cost of other available alternatives, materials, products, or services that will perform the same function. To achieve high value, emphasis must be placed on obtaining high use value at low cost.

- **Sec. 1-10-8. Compliance with state and federal requirement.**

When the procurement transaction involves the expenditure of State or Federal funds, the transaction shall be conducted in accordance with any applicable mandatory State or Federal laws and authorized regulations. Notwithstanding where State and Federal assistance or contract funds are used in procurement transaction, any applicable local requirements that are more restrictive than State or Federal requirements, but not in conflict therewith, shall be followed.

Sec. 1-10-9. Definitions-generally.

The terms, phrases, words, and their derivations set forth below shall have the meaning given herein. Words not defined herein or within the Official Code of Georgia Annotated shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application. Words used in the singular shall include the plural, and the plural the singular; words used in the present tense shall include the future tense. The words shall, will, and must are mandatory and not discretionary. The word may is permissive. Unless otherwise provided, all the definitions contained herein are also applicable to Chapter 10B of this Code.

(1) *Agreement.* The bargain of the parties in fact as found in their language or by implication from other circumstances including course of dealing or usage of trade or course of performance as provided in O.C.G.A. § 11-1-205 and § 11-2-208. Whether an agreement has legal consequences is determined by the provision of this title, if applicable; otherwise, by the law of contracts, (O.C.G.A. § 11-1-103 and O.C.G.A. § 11-2-201).

(2) *Annual contract.* Means any contract entered into for a period of one year or multiple one-year periods (including options to renew for additional one year periods), with a vendor or contractor, to provide Augusta, Georgia, upon request with a specified product or service, such as paving, concrete or office supplies at a predetermined rate or price.

(3) *Award.* Means when legislation authorizing the award of a contract has been adopted by the Board of Commissioners and approved the execution of the contract by the Mayor; however no liability shall attach nor shall the contract be considered binding unless it has been duly executed by the contractor and returned with all required submittals including insurance and bonding, if applicable, executed by the Mayor; attested to by the Clerk and approved by General Counsel as to form.

(4) *Bid.* An offer to perform a contract for work and labor or supplying materials or goods at a specified price. Or, an offer by an intending purchaser to pay a designated price for property which is about to be sold at auction.

(5) *Bid Bond.* A bond with good and sufficient surety or sureties for the faithful acceptance of the contract payable to, in favor of, and for the protection of the

governmental entity for which the contract is to be awarded.

(6) *Bidders List.* Augusta, Georgia's official list of qualified persons or vendors to be invited to respond to any type of invitation for bids or requests for proposals which shall be maintained by the Procurement Director.

(7) *Business.* Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, firm, or any other private legal entity.

(8) *Change Order.* An alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion.

(9) *Commodities.* Those things that are useful or serviceable, particularly articles of merchandise moveable in trade, goods, wares, supplies, and merchandise of any kind.

(10) *Construction.* The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

(11) *Contract.* Means all types of Augusta, Georgia agreements, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction, professional or consultant services and for the transfer of interests in real property.

(12) *Contract Administration.* All activity necessary after award of a contract to administer a contract and to ensure full compliance with its terms, conditions, and scope of services.

(13) *Contract Documents.* All documents which define the scope of the project, including but not limited to, the plans and specifications, advertisement for bids, instructions to bidders, the bid, the proposal, bonds, general conditions, special conditions, insurance and technical specifications.

(14) *Contract Modification.* Any written alteration in specifications, delivery point, time and rate of delivery, period of performance, price, quantity or other provisions of any contract reached by mutual action of the parties to the contract.

(15) *Contractor and/or Sub-Contractor.* Any person having a contract with Augusta, Georgia, a using agency of Augusta, Georgia, or a contractor thereof.

(16) *Cooperative Procurement.* Acquiring commodities, services, and construction by, or on behalf of, more than one public procurement agency.

(17) *Cost Analysis.* The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.

(18) *Cost Data.* The factual information concerning the cost of labor, material, overhead, and other cost elements which are expected to be incurred or which have been actually incurred by the contractor in performing the contract.

(19) *Cost-reimbursement Contract.* A contract under which a contractor is reimbursed for costs which are allowable and in accordance with the contract terms and the provisions of this chapter, and a fee or profit, if any.

(20) *Board of Commissioners.* The Board of Commissioners of Augusta, Georgia which is the governing body of Augusta, Georgia.

(21) *Mayor.* The chief executive officer of Augusta, Georgia who is authorized to sign all contracts for the Board of Commissioners.

(22) *Administrator.* The chief appointed administrative officer of Augusta, Georgia.

(23) *Days.* Days mean calendar days. In computing any period of time prescribed by the Procurement Code, the first day shall not be counted but the last day shall be counted. If the last day falls on a Saturday or Sunday, the party shall have through the following Monday. When the last day falls on a legal holiday observed by the governing authority, the party shall have through the next day.

(24) *Debarment.* Exclusion from contracting and subcontracting with Augusta, Georgia for a specified period of time.

(25) *Designee.* A duly authorized representative of a person holding a superior position.

(26) *Discussions.* As used in the selection process, means an exchange of information or other manner of negotiation during which the offeror and Augusta, Georgia may alter or otherwise change the conditions, terms, and price of the proposed contract. Discussions may be conducted in connection with competitive sealed proposals, sole source, and emergency procurement.

(27) *Emergency.* Any situation resulting in imminent danger to the public health or safety or the loss of an essential governmental service.

(28) *Employee.* An individual drawing a salary or wages from Augusta, Georgia, whether elected or not; any non-compensated individual performing personal services for Augusta, Georgia or any department, agency, commission, council, board, or any other entity established by the executive, legislative or judicial branch of Augusta, Georgia; and any non-compensated individual serving as an

elected official of Augusta, Georgia.

(29) *Fault. Wrongful act, omis*sion or breach.

(30) *Financial Interest.* All direct ownership interests of the total as*sets or* capital stock of a business entity where such ownership interest is ten (10) percent or more. (O.C.G.A. § 36-67A-1).

(31) *Firm.* Any individual, partnership, corporation, association, joint venture, or other legal entity permitted by law to practice or offer professional or consultant services.

(32) *Good Faith.* Honesty in fact in the conduct or transaction concerned. (O.C.G.A. § 11-1-201).

(33) *Gratuity.* A payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

(34) *Genuine.* Free of forgery or counterfeiting. (O.C.G.A. § 11-1-210).

(35) *Immediate family.* Father, mother, son, daughter, brother, sister, grandparents or grandchildren, wife or husband, or the wife or husband of any of the preceding listed persons.

(36) *Interested party.* Means an actual or prospective bidder, offeror, or contractor that may be aggrieved by the solicitation or award of a contract, or by the protest.

(37) *Invitation for Bids.* An advertisement for the submission of bids for a particular project, item or goods whether attached or incorporated by reference.

(38) *Let (contracts).* Award to one of several persons, who have submitted proposals (bids) therefore, the contract for erecting public works or doing some part of the work connected therewith, or rendering some other service to the government for a stipulated compensation.

(39) *Responsive Bidder.* A person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

(40) *May.* Denotes the permissive.

(41) *Notice.* Knowledge, or a notice or notification received by an individual or organization. Notice is effective for a particular transaction from the time when it is delivered to the individual it is addressed to or is delivered to any person in the organization conducting, or seeking to conduct business with Augusta, Georgia.

(O.C.G.A. § 11-1-201).

(42) *Notice to proceed.* Written document issued by the Procurement Director or her designee directing the contractor to proceed with the performance of the contract.

(43) *Offer.* A proposal or bid submitted in response to a request for proposal (RFP) or invitation for bid (ITB).

(44) *Offeror.* Any person submitting a response to a solicitation issued, including an informal request for quotes, a request for proposal or invitation for bids.

(45) *Organization.* Includes a corporation, government or governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, or any other legal or commercial entity. (O.C.G.A. § 11-1-201).

(46) *Payment bond.* A bond with good and sufficient surety or sureties payable to Augusta, Georgia for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.

(47) *Performance bond.* A bond with good and sufficient surety or sureties for the faithful performance of the contract and to indemnify Augusta, Georgia for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of Augusta, Georgia for which the work is to be done.

(48) *Person.* Any business, individual, union, committee, club, other organization, or group of individuals.

(49) *Pre-qualification.* The process to determine whether a prospective bidder or proposer satisfies the criteria established for inclusion on the pre-qualified bidders or proposers list.

(50) *Price Analysis.* The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

(51) *Pricing Data.* The factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered selling prices, historical selling prices, and current selling prices. The definition refers to data relevant to both prime and sub-contract prices.

(52) *Procurement.* Means buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

(53) *Procurement Department.* The department responsible for the expenditure of public funds for the procurement of commodities, services, or construction products.

(54) *Procurement Director.* The department head of the Procurement Department responsible for the procurement of goods and services for Augusta, Georgia.

(55) *Procurement Officer.* Any person duly authorized to enter into and administer contracts and make written determinations with respect thereto. The term also includes an authorized representative acting within the limits of authority granted by this Code.

(56) *Product.* Something produced by physical labor or intellectual effort, commodities, supplies, equipment, materials, goods, services and construction.

(57) *Product Reference.* A specification limited to one or more items by manufacturers' names or catalog numbers to describe the standard of quality, performance, and other salient characteristics needed to meet Augusta, Georgia requirements, and which provides for the submission of equivalent products.

(58) *Professional and consultant services.* Means those services within the scope of the practices of architecture, investment banking, professional engineering, planning, landscape architecture, land surveying, the medical arts, management and analysis, accounting or auditing, law, psychology or any other similar kind or type of professional practice. For purposes of this division, professional and consultant services shall not include investment management services as defined by the laws of the State of Georgia.

(59) *Proposal.* Means the solicited submission of information from a prospective offeror in accordance with the terms of the applicable request for proposals and applicable law.

(60) *Protest.* Means a written statement concerning any unresolved disagreement or controversy arising out of the solicitation or award of a contract filed in accordance with the requirements of this Code.

(61) *Protestor.* Means any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or the award of a contract and who files a protest.

(62) *Public procurement unit.* The United States Government, any department, agency or division thereof, any city, county, town, and any subdivision of the State of Georgia or public agency of any such subdivision, public authority, educational, health, or other institution, any other non-profit entity which expends public funds for procurement or supplies, services, or construction.

(63) *Public Sale.* A sale held to dispose of surplus Augusta, Georgia property.

(64) *Public Works Construction.* The building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real property other than those projects covered by Chapter 4 of Title 32 of the GEORGIA CODE. Such term does not include the routine operation, repair, or maintenance of existing structures, buildings, or real property.

(65) *Purchase*. Includes taking by sale, discount, negotiation, mortgage, pledge, lien, issue or reissue, gift, or any other voluntary transaction creating an interest in property. (O.C.G.A. § 11-1-201).

(66) *Purchase Order*. Written authorization requesting the selected vendor to deliver goods with payment to be made later.

(67) *Qualified Products List.* An approved list of commodities described by model or catalog numbers, which, prior to competitive solicitation, Augusta, Georgia has determined will meet the applicable product specifications requirements.

(68) *Quotations or informal bids selection method*. The method for procuring services, commodities or goods without the formality of a written proposal or sealed bid for purchases that do not exceed $10,000.

(69) *Requisition.* The document submitted by a using agency requesting that a purchase be made on its behalf. Requisition includes, but is not limited to, a description of the requested commodity, service or construction product, delivery schedule, transportation data, criteria for evaluation, suggested sources of supply, and information supplied for the working of any written determination required by law or this Code.

(70) *Request for Proposals (RFP*). All documents, whether attached or incorporated by reference, utilized for soliciting proposals.

(71) *Request for Qualifications (RFQ*). A method used to predetermine the capacity of prospective bidders or proposers for a specific project prior to the issuance of a solicitation.

(72) *Responsible Bidder or Proposer.* A person who has the capability in all respects to perform fully and reliably the contract requirements, and the tenacity,

perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. In considering whether a bidder is responsible, the Procurement Director, Augusta, Georgia Administrator, using agency head, or Augusta, Georgia Commission may consider the proposers or bidder's quality of work, general reputation in the community, financial responsibility, and previous employment or use by Augusta, Georgia.

(73) *Responsive Bidder or Proposer.* A person or entity that has submitted a bid or proposal which conforms in all material respects to the requirements set forth in the invitation for bids or request for proposal.

(74) *Sealed Bid.* A method of soliciting public works construction contracts and other contracts, products or services whereby the award is based upon the lowest responsive, responsible bid in conformance with the provisions of Georgia Law and this Code.

(75) *Sealed Proposal.* A method of soliciting public works contracts and other contracts, products or services whereby the award is based upon criteria identified in a request for proposals in conformance with the provisions of Georgia Law and this Code.

(76) *Services.* The furnishing of labor, time or effort, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

(77) *Small Business.* A United States business which is independently owned and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.

(78) *Solicitation.* Means an invitation for bids, a request for proposals, a request for quotations or any other document issued by the Augusta, Georgia concerning its soliciting bids or proposals to perform an Augusta, Georgia contract or purchase order.

(79) *Sole Source.* Those procurements made pursuant to a written determination by Augusta, Georgia that there is only one source for the required supply, service, or construction item.

(80) *Specification.* Any description of the physical or functional characteristics or of the nature of commodities, services, or construction products. It may include a description of any requirement for inspecting, testing, or preparing a commodity, service, or construction product for delivery.

(81) *Substantial Interest.* The direct or indirect ownership of more than twenty-five (25) percent of the assets or stock of any business. (O.C.G.A. § 45-10-20).

(82) *Supplies*. Any goods, equipment, material or other personal property owned by Augusta, Georgia and available for use by the personnel of the organization.

(83) *Surplus Supplies.* Any Augusta, Georgia owned supplies no longer needed having any use to Augusta, Georgia as determined of official action of the Board of Commissioners.

(84) *Ultra Vires*. In excess of legal power or authority.

(85) *Using Agency.* Any department, commission, board, office, authority, or division of Augusta, Georgia requiring commodities, services or construction products or professional or other consultant services.

(86) *Using Agency Head.* The director or department head of a using agency that is responsible for the administration or such using agency.

(87) *Value Analysis.* An organized and systemic study of every element of cost in a part, material, or service to make certain it fulfills its function at the best value.

(88) *Warranty Period.* The period following final acceptance of the project during which the contractor/vendor is responsible for repair of any product, equipment and /or work not caused by vandalism or natural disaster.

ARTICLE 2

Sec. 1-10-10 through 1-10-22

RESERVED*

* Editors Note: Ord. No. 6239, § 2, adopted Jan. 18, 2000, repealed §§ 1-10-10--1-10-22 in their entirety. See the Code Comparative Table.

ARTICLE 3

OFFICE OF THE PROCUREMENT DIRECTOR

Sec. 1-10-23. Authority and responsibility of procurement director.

(a) *Authority.* The Procurement Director is designated as the principal public procurement official for Augusta, Georgia, and shall be responsible for the procurement of commodities, services, construction, and professional service products in accordance with the AUGUSTA, GA. CODE and this chapter.

(b) *Duties.* The duties of the Procurement Director include but are not limited to:

(1) Procuring or supervising the procurement of all commodities, services, construction, and professional and consultant service products needed by Augusta, Georgia;

(2) Acting to procure for Augusta, Georgia the highest quality in commodities, construction and service products at the best value to Augusta, Georgia;

(3) Discouraging collusive bidding and endeavoring to obtain as full and open competition as possible on all purchases and sales;

(4) Keeping informed of current developments in the field of procurement, prices, market conditions and new products, and secure for Augusta, Georgia the benefits of research conducted in the field of procurement by other governmental jurisdictions, national technical societies, trade associations having national recognition, and by private businesses or organizations;

(5) Prescribing and maintaining such forms as needed to operate the procurement program;

(6) Preparing, recommending, and implementing standard procurement nomenclature for using agencies and product suppliers;

(7) Preparing, adopting and properly maintaining a vendors' catalog file and qualified products list;

(8) Exploring cooperative ventures and possibilities of buying in bulk so as to take full advantage of discounts;

(9) Procuring for Augusta, Georgia whenever possible all tax exemptions;

(10) Cooperating with using agencies so as to secure for Augusta, Georgia the maximum efficiency in budgeting and purchasing;

(11) Recommending to the Administrator that product vendors who are irresponsible and non-responsive or default on contracts be debarred from receiving any business from Augusta, Georgia for an appropriate period of time;

(12) Exercising general supervision over all other inventories of supplies belonging to Augusta, Georgia;

(13) Establishing and maintaining programs for specifications development, contract administration, and inspecting, testing and acceptance, in cooperation with the public agencies using the commodities, services and construction products;

(14) Working to ensure equal opportunity for all business owners;

(15) Selling, trading, or otherwise disposing of surplus supplies belonging to Augusta, Georgia;

(16) Prequalifying suppliers;

(17) Prequalifying products through the study of testing data;

(18) Maintaining the official Augusta, Georgia bidder's list;

(19) Adopting operational procedures;

(20) Contract administration;

(21) Examining solicitation documents and contracts to ensure compliance with state and federal laws as well as any court ordered injunctions;

(22) Resolving protests except as otherwise designated by the AUGUSTA, GA. CODE; and

(23) Any other duty assigned by the Commission or Administrator that is within the intent and scope of duties set forth in the AUGUSTA, GA. CODE.

Sec. 1-10-24. Centralization of procurement function.

(a) Except as otherwise required by law, the Procurement Director or designee shall solicit all bids or proposals for the procurement of commodities, services, and construction products, professional or consultant service products and personal property disposition for all using agencies of Augusta, Georgia, except for certain purchases officially authorized to be made by an elected official or using agency head.

(b) Augusta, Georgia shall not be legally bound by any purchase order or contract made contrary to the provisions of the AUGUSTA, GA. CODE and this chapter. Except as may be specifically provided herein, it shall be a violation of this chapter for any officer or

employee of Augusta, Georgia or other person to order the purchase of any commodities, make contracts for any services, or dispose of any property within the purview of this chapter other than through the Augusta, Georgia Administrator or Procurement Director. Any such purchase may be considered ultra vires. Violators shall be subject to penalties provided by law and/or in the AUGUSTA, GA. CODE.

Sec. 1-10-25. Contract administration.

(a) Using Agency requirements. The Procurement Director shall maintain a close and cooperative relationship with using agencies; and shall afford each using agency reasonable opportunity to participate in and make recommendations with respect to procurement matters affecting the agency. The Procurement Director and the Department Head of the using agency shall consult with and seek technical assistance from professionals or persons within the agency having subject matter expertise and knowledge when drafting and developing solicitation documents. If the knowledge and expertise is not available in the using agency then the Procurement Director and/or the using agency shall consult and seek such technical skills and knowledge from other Augusta departments or professionals.

(b) Examination of solicitation documents and contracts: Prior to the advertising of any bid, solicitation, or procurement of any type, the using agency the Procurement Director and the using agency shall review each solicitation for accuracy as well as compliance with federal laws, state laws and court ordered enjoinments. The Procurement Director and the using agency shall also review each contract to determine the accuracy of the terms, conditions, substance and the inclusion of all required documents including insurance and bonding.

Sec. 1-10-26. Unauthorized contracts

Liability of Augusta, Georgia officers and employees for unauthorized contracts. If any officer or employee of Augusta, Georgia shall create any actual legal liability against himself or herself or Augusta, Georgia under the circumstances below, or any other circumstances, such action shall not be construed as a waiver of any defenses available to Augusta, Georgia, including immunity:

(a) Such officer or employee requests or knowingly permits any person to proceed or to continue with the performance of any construction or services for Augusta, Georgia or to provide supplies to Augusta, Georgia; and

(b) The construction or service, or the provision of supplies was not duly authorized by the Mayor or the Mayor's designee, in accordance with Augusta, Georgia Charter and the AUGUSTA, GA. CODE, prior to the performance of the construction, service, or provision of supplies, and such officer or employee knew or should have known such fact; and

(c) The contractor or supplier expends money, incurs liability or otherwise acts to its financial detriment in reliance upon the representation of the Augusta, Georgia's officer

or employee involved; then in such event, if Augusta, Georgia Administrator and department head, in the case of an employee, or the Mayor, in the case of an appointed official, as the case may be, determines that such circumstances exist, that there are no mitigating or extenuating factors sufficient to justify the actions of the officer or employee, and that just cause exists for the discharge of the offending officer or employee of Augusta, Georgia then such offending officer or employee shall be discharged from his or her employment with Augusta, Georgia subject to the labor-management relations ordinance where appropriate.

(d) Augusta, Georgia prohibits any language in any solicitation, bid or contract that is inconsistent with the March 14, 2007 Court Order in the case, *Thompson Wrecking, Inc. v. Augusta Georgia*, civil action No. 1:07-CV-019. Any such language appearing in any Augusta, Georgia solicitation, bid or contract is void and unenforceable.

(e) Nothing in this article or the AUGUSTA, GA. CODE shall be construed as a waiver of any defenses available to Augusta, Georgia, including immunity.

Sec. 1-10-27. Conflicts of interests.

In accordance with this division it shall be unethical for any Augusta, Georgia officer or employee to participate directly or indirectly in the procurement process except in the following circumstances:

(a) Procurement by competitive sealed bidding. Direct or indirect financial interest in or employment by or having any other interest in a business which is involved in a procurement with Augusta, Georgia only through a competitive sealed bid shall not be a cause for a conflict of interest under this division.

(b) Disposition of real property by competitive sealed bidding. Direct or indirect financial interest in or employment by or having any other interest in a business which is involved in the acquisition of real property disposed of by Augusta, Georgia through competitive sealed bidding shall not be a cause for a conflict of interest under this division.

(c) Disclosure and determination of no adverse interest. Any Augusta, Georgia officer or employee who has a direct or indirect financial interest in any procurement made other than by a competitive sealed bid shall disclose the nature of the financial interest to the Procurement Director. Augusta, Georgia Administrator, in consultation with the Procurement Director and General Counsel shall make a written determination as to whether Augusta, Georgia officer or employee has a conflict of interest that would prevent participation in such procurement.

Sec. 1-10-28. Gratuities and kickbacks.

(a) *Gratuities.* It shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of

employment in connection with any decisions, approval, disapproval, recommendation, preparation of any procurement, influencing the content of any specification or procurement standard, rendering of any advice, investigation or acting any advisory capacity or in any in any matter related to a contract, subcontract, solicitation or proposal.

(b) *Kickbacks.* It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor or contractor or any person associated therewith as an inducement for the award of a contract or subcontract. This prohibition against gratuities and kickbacks shall be contained in every solicitation and contract.

(c) *Former Employees.* No former employee or officer shall participate directly or indirectly in an Augusta, Georgia procurement for six (6) months after termination of employment or service with Augusta, Georgia.

Sec. 1-10-29. Contingent fees.

(a) *Prohibition.* It shall be unethical for a person to be retained or to retain a person to solicit or secure an Augusta, Georgia contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees of bona fide established commercial selling agencies for the purpose of securing business.

(b) *Contract clause required.* Every Augusta, Georgia contract or purchase order shall contain the clause prohibiting contingent fees, as follows:
"The vendor or contractor or firm warrants that it has not employed or retained any company or person, other than a bona fide employee working for the vendor or contractor or firm, to solicit or secure this contract or purchase order; and that the vendor or contractor or firm has not paid or agreed to pay any person, company, association, corporation, individual or firm other than a bona fide employee working for the vendor or contractor or firms, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement, For the breach or violation of the above warranty, and upon a finding after notice and hearing, Augusta, Georgia shall have the right to terminate the contract or purchase order without liability, and, at its discretion, to deduct from the contract or purchase order price, or otherwise recover the fill amount of such fee, commission, percentage, gift or consideration."

Sec. 1-10-30. Penalties.

(a) *Criminal penalties.* To the extent that violations of the ethical standards of conduct set forth in this division constitute violations of state law or violations of Augusta, Georgia standards of conduct set forth in section 1-1-8 of the AUGUSTA, GA. CODE, they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this division. Criminal, civil and administrative sanctions, against employees or non-employees which are in existence on the effective date of the ordinance from which this article derives shall not be impaired.

(b) *Sanctions*. The Augusta, Georgia Board of Commissioners is permitted to impose sanctions upon any employee or non-employee for violations of these provisions.

(c) *Employees*. The Administrator, upon the recommendation of a Augusta, Georgia Department Director may impose any one or more of the following sanctions on an employee for violations of the ethical standards of this division:

(1) Oral or written warnings or reprimands;

(2) Suspensions with or without pay for specified periods of time; or

(3) Termination of employment.

(d) *Nonemployees*. The Administrator, upon recommendation and approval by the Board of Commissioners, may impose one or more of the following sanctions on a non-employee for violations of the ethical standards:

(1) Written warnings or reprimands;
(2) Termination of contracts; or
(3) Debarment or suspension as provided in Article 8.

Sec. 1-10-31. Reporting of anti-competitive practices to state.

Under this article, collusion and other anti-competitive practices among offerors are prohibited by local, state and federal laws, and Augusta, Georgia, therefore, establishes the following:

(a) Certification of independent price determination. All offerors shall identify a person having authority to sign for the offeror who shall certify, in writing, as follows:
"I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of local, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this offeror."

(b) Compliance with this subsection shall be considered met if the certification of independent price determination, as provided in this subsection, is set forth in an exhibit attached to the offer and appropriate language incorporating the exhibit into the offer is set forth therein.

(c) Reporting of anti-competitive practices. When for any reason collusion or other anti-competitive practices are suspected among any offerors, a notice of the relevant facts shall be transmitted to the State Attorney General by the Augusta, Georgia General Counsel for investigation.

ARTICLE 4

PRODUCT SPECIFICATIONS

Sec. 1-10-32. Purpose.

The purpose of a specification is to provide a description and statement of the requirements of a product, components of a product, the capability or performance of a product, and/or the service or work to be performed to create a product.

Sec. 1-10-33. Types of specifications.

(a) *Design*. This specification describes and states the required functional, physical and quality characteristics of a product, components of products, or services.

(b) *Performance.* This specification describes and states the intended use, operating conditions, specific features and characteristics, and performance capability of the product. For construction or services, a performance specification states the methods to be employee and/or standards to be met, specific starting and completion schedule, and frequency of the service to be performed to develop the final product.

(c) *Design/performance.* This specification is a combination of types (a) and (b) described above. It is a complete description and statement of the required physical makeup, functionality, intended use, operating conditions, specific features and characteristics, and performance capability of the product.

(d) *Service availability.* If availability of service is to be a criteria for awarding a contract, the specifications shall clearly state that service availability may be considered in determining the most responsive bid, and the bidders shall be required to submit information concerning their ability to service and maintain the product or equipment.

(e) *A specification should be complete in its statement requirements*. Other published specifications can be incorporated (e.g., Georgia D.O.T. Specifications, Underwriters Laboratory, etc.); however, original statements are preferable. A specification may also include provisions for testing and inspecting where necessary.

Sec. 1-10-34. Maximum practicable competition.

All specifications shall be drafted so as to promote overall economy for the purpose intended and encourage competition in satisfying Augusta, Georgia's needs, and shall not be unduly restrictive. The procedures in this Section apply to all specifications including, but not limited to, those prepared for Augusta, Georgia by architects, engineers, designers, draftsmen, and other consulting persons.

Sec. 1-10-35. Qualified products list.

(a) Augusta, Georgia shall advertise at least once per fiscal year for vendors to register with the Procurement Department the products and services they wish to offer Augusta, Georgia. Augusta, Georgia shall keep an index of these vendors by name and the list shall be cross referenced for products and services. The vendor's name shall be kept for two (2) years or permanently if the vendor continues to offer bids. Records shall be kept as to the number of times a vendor is contacted for informal quotes and other bids. Upon the request of a vendor, the said vendor shall be added or deleted from the list. The use of such a list is not intended to restrict competition. Any vendor may submit, prior to product solicitation, a commodity, product or service to the Procurement Director for review and possible inclusion on the qualified products list.

(b) Vendors shall be removed from the vendor list for the reasons established by the Procurement Director, including, but not limited to:

(1) Declining to offer bids for a two (2) year period.

(2) Failing to satisfactorily meet terms, agreements, or contracts made with the procurement department or the using agency.

(3) Being convicted of criminal offenses in obtaining contracts or convicted of embezzlement, violation of state or federal anti-trust statutes, or any other crime which indicates a lack of business integrity or honesty.

(4) Violating contract provisions or failing to perform without good cause or any other cause which the Procurement Director deems to be so serious as to affect the responsiveness and responsibility of a contractor, including the disbarment or suspension from a vendor's list by another governmental entity.

(5) Violating the standards as set forth in Article II hereof for conflicts of interest.

Sec. 1-10-36. Background information on vendors.

The Department Head and/or the Administrator is directed to provide the bid amount as submitted, information concerning the vendor's previous performance, the service and quality of the products offered, the availability of the goods and services when needed, adherence to delivery schedules, and other criteria pertinent to that particular item, on vendors who have submitted bids, proposals, or contracts for the Commission's consideration. The information is to be included in the backup documents for the Commission's consideration in awarding the contract.

Sec. 1-10-37. Product references in specifications.

(a) *Use.* Product references may be used in specifications, in conjunction with other descriptive narrative, when:

(1) No other design or performance specification or qualified products list is

available;

(2) Time does not permit the preparation of another form of purchase description;

(3) The nature of the product or the nature of Augusta, Georgia's requirements dictates the use of a brand name or equal reference in the specification; or

(4) The use of a brand name or equal specification is in Augusta, Georgia's best interests.

(b) *Designation of several products references.* Product reference or equal specifications shall seek to identify as many different product references as are practicable, as or equal references and shall further state that substantially equivalent products to those designated will be considered for award, unless conditions warrant otherwise.

(1) Unless otherwise authorized by the Administrator, product reference or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.

(2) Where a product reference or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of the product reference is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

(c) In all cases where brand name items are requisitioned by any department, the Procurement Director has the authority to determine whether similar products of equal quality offered for sale to Augusta, Georgia at a lower price shall be ordered in lieu of the requisitioned brand name items.

Sec. 1-10-38. Responsibility for specifications.

The using agency shall be responsibility for acquiring specifications data for its procurements. Procurement Department personnel may assist with this task by providing copies of previously used specifications, brochures, or other reference materials. However, the Procurement Director shall have the primary responsibility to develop the data provided by the using agency head into the proper format for the solicitation of bids, proposals, or quotations and ensure that all specifications comply with federal laws, state laws and court ordered enjoinments. All specifications shall be drafted so as to promote free and open competition in satisfying the using agency's needs and shall not be unduly restrictive.

Sec. 1-10-39. Inspection of purchases.

The procurement director, or his or her designee, in conjunction with the using agency or department head shall inspect, or supervise the inspection of, all deliveries of materials, supplies or contractual services to determine their conformance with the specifications set forth in the pertinent purchase order or contract. The Procurement Director may require chemical and

physical tests of samples submitted with bids and samples of deliveries, which examinations are necessary to determine quality of the samples and conformance with specifications.

ARTICLE 5

REQUIREMENTS FOR BIDDING OR PROPOSING ON AUGUSTA, GEORGIA CONTRACTS

Sec. 1-10-40. Responsibility of bidders and proposers.

(a) *Determination of responsibility.* The level of responsibility of the bidder or proposer shall be ascertained for each contract awarded by Augusta, Georgia based upon full disclosure to the Procurement Director concerning the person's capacity to meet the terms of the contract and based upon the person's past record of performance on similar contracts, the bidder's quality of work, general reputation in the community, financial responsibility, and previous employment or use by Augusta, Georgia. If an offeror who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the Procurement Director or the using agency and submitted to the Procurement Director. The failure of an offeror to promptly supply information in connection with an inquiry with respect to the level of responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror or proposer. A copy of the determination shall be sent promptly to the non-responsible offeror. The final determination shall be made a part of Augusta, Georgia's contract file and be made a public record.

(b) *Right of nondisclosure.* Except as required by the Open Records Act, information furnished by an offeror pursuant to this Section shall not be disclosed outside of the Procurement Department, or using agency, by Augusta, Georgia staff without prior written consent by the offeror.

Sec. 1-10-41. Cost or pricing data.

(a) *Required submissions relating to the award of contract.* A prospective contractor shall submit cost or pricing data when the contract is expected to exceed five thousand dollars ($5,000) and is to be awarded by competitive sealed proposals (section 1-10-52; Competitive Sealed Proposals), by sole source procurement authority (section 1-10-56; Sole Source Procurement), or by competitive selection procedures for professional and consultant services (section 1-10-53).

(b) *Exceptions.* The submission of cost or pricing data relating to the award of a contract is not required when:

(1) The contract price is based on adequate price competition;

(2) The contract price is based on established catalogue prices or market prices;

(3) The contract price is set by law or regulation;

(4) Augusta, Georgia uses an alternative procurement method for obtaining the best value, such as Construction Management at Risk, Design/Build, etc.; or

(5) It is determined by the Procurement Director and approved by the Augusta, Georgia Administrator, in writing, that the requirements of this Section may be waived, and the determination states the reasons for such waiver.

(c) *Required submissions relating to change orders or contract modifications.* A contractor shall submit cost or pricing data prior to the approval of any change order or contract modification, including adjustments to contracts awarded by competitive sealed bidding, whether or not cost or pricing data was required in connection with the initial pricing of the contract, whenever the change or modification involves aggregate increases or aggregate decreases of five percent (5%) or more of original bid or proposal price.

(d) *Exceptions.* The submission of cost or pricing data relating to the pricing of a change order or contract modification is not required when:

(1) Unrelated and separately priced adjustments for which cost or pricing data would not be required are consolidated for administrative convenience; or

(2) It is determined in a written report by the Procurement Director and approved by the Augusta, Georgia Administrator that the requirements of subsection (c) hereof (Cost or Pricing Data; Required Submissions Relating to Change Orders or Contract Modifications) may be waived, and the determination states the reasons for such waiver.

(e) *Certification required.* Any prospective or current contractor required to submit cost or pricing data in accordance with this Section shall certify that to the best of its knowledge and belief the cost or pricing data submitted was accurate, complete, and current, as of a mutually specified date prior to the award of the contract, or the pricing of the change order for contract modification.

(f) *Price adjustment provision required in contracts.* Augusta, Georgia contracts shall include a provision stating that when detailed pricing data has been requested by Augusta, Georgia and submitted by the offeror/contractor under the terms of the contract which is later found to be in error, that the price of the products charged to Augusta, Georgia, including profit or fee, shall be appropriately adjusted. Such prices shall be accurate, complete, and current as of the date agreed upon between Augusta, Georgia and the contractor.

Sec. 1-10-42. Cost or price analysis.

A cost analysis or a price analysis, including life cycle costing as appropriate, may be conducted prior to award of a contract. If this technique is to be used, notice shall be provided the bidder/offeror in the bid solicitation or request for proposals. A written record of such cost analysis or price analysis shall be made a part of the contract file.

Sec. 1-10-43. Bid and performance bonds when required.

Bid and performance bonds or other security shall be requested for any contract as the Procurement Director, using agency head, and/or Administrator deem advisable to protect Augusta, Georgia's interest under circumstances specified herein. Any such bonding requirements shall be set forth in the solicitation.

Sec. 1-10-44. Bid security.

(a) *Requirement for bid security.* Bid security shall be required for all competitive sealed bids for construction contracts when the price is estimated by the Procurement Director to exceed one-hundred thousand dollars ($100,000).

(b) Bid security shall be a bond provided by a surety company authorized to do business in the State of Georgia or the equivalent in cashier's or certified check (Checks shall be made payable to Augusta, Georgia), or such other security as approved by the Augusta, Georgia General Counsel.

(c) Nothing herein prevents the requirements of such security on construction and other purchases less than one-hundred thousand dollars ($100,000) when the circumstances warrant such requirements as determined by the Procurement Director and using agency head.

(d) *Amount.* Bid security, when required, shall be in an amount equal to at least ten percent (10%) of the amount of bid or an amount certain specified in the solicitation.

(e) *The bid security of the three (3) lowest bidders shall be held until contract award.* Securities posted by others will be returned shortly after receipt of bids. Except for the three (3) lowest bidders, unsuccessful bidders shall be entitled to the return of the bid security. Upon failure of a successful bidder to enter into a contract within an established time frame after Augusta, Georgia tenders the proposed contract, the bidder shall forfeit the bid security. Upon approval of the contract by the Commission, the remaining bid securities shall be returned.

(f) Upon failure of an offeror to enter into a contract within ten (10) days after the contract is tendered by Augusta, Georgia, the offeror's security is subject to forfeit.

(g) *Rejection of bids/noncompliance with bid security requirement.* When the procurement requires bid security, any bid or proposal submitted without such security shall be rejected and returned to the bidder with a written explanation of the action taken.

(h) *Withdrawal of bids.* Withdrawal of a bid is considered cause to forfeit

bid security. However, the bidder may be entitled to the return of its bid security if the bidder is permitted to withdrawn its bid or proposal before award as provided in section 1-10-50(h).

Sec. 1-10-45. Payment and performance bonds.

(a) *Requirement and amount.* When a contract for construction services is awarded in excess of one-hundred thousand dollars ($100,000) the following bonds shall be delivered to Augusta, Georgia, and shall become binding on the parties upon the execution of the contract:

(1) A performance bond in the amount of 100% of the price specified in the contract executed by a surety company authorized to do business in the State of Georgia, and in a form and fashion satisfactory to Augusta, Georgia; and

(2) A payment bond in the amount of 100% of the price specified in the contract executed by a surety company authorized to do business in the State of Georgia and in a form and fashion satisfactory to Augusta, Georgia.

(b) Nothing in this chapter shall prohibit Augusta, Georgia from requiring other contractors or suppliers of professional services to comply with one or both bonding requirements if so determined by the Augusta, Georgia Administrator, and/or using agency head, to be necessary.

(c) *Reduction of bond amounts.* Prior to the taking of bids, the Procurement Director and architect/engineer or project manager, upon approval of the Administrator, may reduce the amount of performance and payment bonds when a written determination is made that it is in the best interest of Augusta, Georgia to do so, provided Georgia law does not mandate the amount of such bond.

(d) *Authority to require additional bonds.* Nothing in this Section shall be construed to limit the authority of Augusta, Georgia to require other security in addition to those bonds if warranted by the circumstances and other than specified in this Section.

Sec. 1-10-46. Insurance requirements.

Standard ranges and types of coverage shall be determined under the direction of the Augusta, Georgia Administrator and advice of the Augusta, Georgia General Counsel, Risk Management, Finance Director, Procurement Director and other appropriate staff. General requirements shall be reviewed at least once annually. Insurance shall be required within established ranges and for specific purposes for each solicitation and contract, except where otherwise provided for in the AUGUSTA, GA. CODE.

Sec. 1-10-47. Request for qualifications; pre-qualifications of contractors.

(a) The Procurement Director, in consultation with the Administrator and using agency head

may determine that it shall be in the best interest of Augusta, Georgia to pre-qualify offerors for contracts of a particular type. The imposed standards shall be met by any contractor who wishes submit a bid or proposal for the subject project. The contractor shall submit required data in order to obtain a fair and impartial determination of whether the pre-qualification standards have been met. When pre-qualification is required, only those contractors who submit the required pre-qualification information and who are actually pre-qualified to submit a bid or proposal for the proposed solicitation.

(b) *Public notice.* Public notice of pre-qualification shall be given in the same manner as provided in section 1-10-50 (c).

(c) *Pre-qualification standards.* The Procurement Director and affected using agency heads shall review all information submitted by the suppliers and, if necessary, require additional information. The standards set for pre-qualification shall include but not be limited to factors set forth in section 1-10-50-Sealed Bids; Bid Acceptance and Bid Evaluation or section 1-10-52-Sealed Proposals; Evaluation and Selection. If the Procurement Director and Administrator determine that the contractor meets all standards, then the contractor shall be so pre-qualified. The contractor shall be notified in writing.

(d) *Failure to pre-qualify.* Should a contractor not be pre-qualified, appropriate written notice shall be sent and the contractor may appeal such determination as provided in Article 9.

(e) In no instance shall a contract be awarded from the solicitation of request for qualifications.

ARTICLE 6

PROCUREMENT SOURCE SELECTION METHODS AND CONTRACT AWARDS

Sec. 1-10-48. Generally.

The following sections provide detailed information concerning the use of the seven (7) source selection methods available for use for the procurement of commodities, services and construction products for Augusta, Georgia. The seven methods are: (1) sealed bids, (2) sealed proposals, (3) special services, (4) quotations or informal bids, (5) sole source, (6) emergency procurement and (7) annual contracts.

Sec. 1-10-49. Purchase order.

No officer or employee of Augusta, Georgia shall request a vendor to deliver goods, merchandise, materials or supplies to Augusta, Georgia except upon a regular purchase order issued by the procurement agent; however, the provisions of this subsection shall not apply to emergency purchases provided for in this section.

Sec. 1-10-50. Sealed bids selection method.

(a) *Conditions for use.* All contracts of Augusta, Georgia shall be awarded by competitive sealed bidding except as otherwise provided elsewhere in this article (see section 1-10-52-Sealed Proposals; 1-10-53-Professional Services; 1-10-54-Quotations; 1-10-56-Sole Source Procurement; and 1-10-57-Emergency Procurements, of this chapter).

(b) *Invitation for bids and specifications.* An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All

requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission.

(c) *Public notice and bidder's list.* Adequate public notice of the invitation for bids shall be given in reasonable time, not less than ten (10) working days prior to the date set forth therein for the receipt of bids.

(1) Public works type contracts with values that equal or exceed one-hundred thousand dollars ($100,000), shall be advertised at least once weekly for at least four (4) weeks prior to opening of bids.

(2) Public notice shall include publication for three (3) days within a ten (10) day period in the legal gazette or newspaper. The public notice minimally shall state the place, date, and time of pre-bid conference and/or bid opening, where specification documents may be obtained, and a brief description of the purchase or sale.

(3) The Procurement Director shall also directly solicit sealed bids from all responsible prospective suppliers whose names appear on the Augusta, Georgia Bidders' List which the Procurement Director shall maintain.

(d) *Pre-bid conference and addendum.* A conference to be conducted by the Procurement Director and using agency head, if appropriate, hearing will be scheduled at least five (5) working days before receipt of bids. While the pre-bid conference is not a requirement, it is strongly recommended and widely used to further acquaint interested bidders with the bid requirements and items to be purchased and vendor input. Any substantive changes to specifications resulting from the pre-bid conference or other vendor/contractor sessions shall be documented in an addendum and communicated to all bidders registered for the procurement action.

(e) *Bid opening.* Sealed Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the public notice and invitation for bids. The amount of each bid, and such other relevant information as the Procurement Director deems appropriate, together with the name of each bidder shall be recorded; the record, and each bid, shall be open to public inspection in accordance with Section 1-10-5 (Public Access

to Procurement Information).

(f) *Bid acceptance and bid evaluation*. Provided that the bids are delivered to the Procurement Director at the time, place, and under the conditions contained in the Invitation for Bids, the bids shall be conditionally accepted without alteration or correction pending evaluation.

(g) Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include bidder responsibility and responsiveness, capability and past performance, and criteria to determine acceptability such as inspection, testing, quality workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objective and clearly measurable, including but not limited to discounts, transportation costs, and total or life cycle costs.

(h) *Correction or withdrawal of bids*. Correction or withdrawal of inadvertently erroneous bids before or after bid opening may be permitted under the circumstances described below:

(1) Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the Procurement Office prior to the time set for bid opening.

(2) The bidder may withdraw the bid, prior to bid opening, without revealing the amount of the bid, by submitting a new sealed bid and providing written notice of such withdrawal.

(3) After the bid opening, corrections to bids shall be permitted only as to bid price and only to the extent that the bidder can show by clear and convincing evidence that a mistake of a non-judgmental character was made, the nature of the mistake, and the bid price actually intended. Otherwise, no changes in bid prices or other provisions of bids shall be permitted.

(4) In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

(i) Such error in the calculation of the bid can be documented by clear and convincing written evidence;

(ii) Such error can be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the bid sought to be withdrawn;

(iii) The bidder serves written notice upon the Procurement Director either prior to the award of the contract or not later than forty-eight (48) hours after the opening of bids, excluding Saturdays, Sundays and legal holidays;

(iv) The bid was submitted in good faith and the mistake was due to a calculation or clerical error, an inadvertent omission or typographical error as opposed to an error in judgment; and

(v) The withdrawal of the bid will not result in undue prejudice to Augusta, Georgia or other bidders by placing them in a materially worse position than they would have occupied if the bid had never been submitted.

(5) In the event that an apparent successful bidder has withdrawn his or her bid as provided in subsection (3) of this Code section, action on the remaining bids should be considered as though the withdrawn bid had not been received. In the event the project is re-let for bids, under no circumstances shall a bidder who has filed a request to withdraw a bid be permitted to resubmit a bid for the work.

(6) No bidder who is permitted to withdraw a bid pursuant to subsection (3) of this Code section shall for compensation supply any material or labor to, or perform any subcontract or other work agreement for, the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted. (O.C.G.A. § 13-10-22).

(7) All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported in a written report made by the Procurement Director.

(8) Withdrawal after receipt of bids is cause to forfeit bid security unless substantial evidence was presented clearly evidencing the mistake and

hardship that would occur to either Augusta, Georgia or the bidder in the event of award.

(i) *Tie bids.* In the event two or more bidders are tied in price while otherwise meeting all of the required conditions, the bid shall be awarded to the business which is located within Augusta, Georgia, or if not within the above, within the State of Georgia. Where this method does not result in the awarding of a bid, the Procurement Director shall call a public forum, cause each bidder or stand-in to write the name of the bidder on paper and placed in a container, the winner to be determined by drawing lots.

(j) *Letting the contract.* The contract shall be awarded or let in accordance with procedures set forth herein. Award shall occur with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids.

(k) In addition to price and other material factors, the Procurement Director, in consultation with the using agency, shall consider the following in the context of award recommendations:

(1) The ability, capacity, and skill of the bidder to perform the contract or provide the services required,

(2) The capability of the bidder to perform the contract or provide the service promptly or within the time specified, without delay or interference,

(3) The character, integrity, reputation, judgment, experience, and efficiency of the bidder,

(4) The quality of performance on previous contracts,

(5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services,

(6) The sufficiency of the financial resources of the bidder relating to his ability to perform the contract,

(7) The quality, availability, and adaptability of the supplies or services to

the particular use required, and

(8) The number and scope of conditions attached to the bid by the bidder.

(l) *Award to other than low bidder*. When the award is not given to the lowest most responsive and responsible bidder, a full and complete statement of the reasons for awarding the purchase order or other contract shall be prepared and signed by the Procurement Director and/or Administrator and made part of the record file.

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

(a) Only the names of the vendors making offers shall be disclosed at the proposal opening.

(b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.

(c) Proposals shall be open for public inspection only after the award is made.

(d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.

(e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.

(f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.

(g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

(a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

(b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).

(c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

(d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.

(e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

(f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such

in each proposal will not be disclosed without written consent of the offeror.

(g) *Evaluation and selection*. The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

(1) The ability, capacity, and skill of the offeror to perform the contract or provide the services required;

(2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;

(3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;

(4) The quality of performance on previous contracts;

(5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

(6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;

(7) The quality, availability, and adaptability of the supplies or services to the particular use required; and

(8) Price.

(h) *Selection committee*. A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.

(i) *Preliminary negotiations*. Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the

solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.

(j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

(k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

1-10-53. Competitive selection procedures for professional and consultant services.

As used in this section professional and consultant services, such as those provided by architects, engineers, investment banking, professional engineering, planning, landscape architects, land surveying, the medical arts, management and analysis, accounting or auditing, psychology or any other similar kind or type of professional practice which are normally obtained on a fee basis. This section shall not be applicable to services provided by attorneys or other professionals retained in connection with legal services. General Counsel shall be responsible for selecting attorneys and litigation related professionals.

(a) *Conditions for use.* The Procurement Director, upon the request or recommendation of the using agency, shall procure professional and consultant services, in accordance with this section.

(b) *Statement of qualifications.* The Procurement Director shall request and maintain statements of interest from persons interested in providing

professional and consultant services that shall include a statement of qualifications and performance data for such persons. Each using agency shall encourage professional and consultant firms, which desire to provide services to the agency, to submit statements of qualifications to Procurement Director. Procurement Director may specify a uniform format for statements of qualifications. Persons may amend these statements at any time by filing a new statement. Any person placed on the qualifications list shall be removed if found in violation of any provision of this article or if such person is found in default under any contract with Augusta, Georgia.

(c) *Public notice*. When requested by the using agency, Procurement Director shall issue public notice for requests for proposals from professional and consultant offerors as provided in section 1-10-50(c).

(d) *Selection*. Procurement Director, in consultation and upon the recommendation of the head of the using agency, shall select from among the offerors no less than three (3) offerors (the "short-listed offerors") deemed to be the most responsible and responsive; provided, however, that if three (3) or less offerors respond to the solicitation, this requirement will not apply. The selection of the short-listed offerors shall be made in order of preference. From the date proposals are received by Procurement Director through the date the contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of offeror's teams prior to award. The selection criteria shall include, but not be limited to, those contained in section 1-10-52(g) and the following:

(1) Previous experience demonstrating competence to perform work or services involved in the solicitation;

(2) Past performance of previous contracts with respect to time of completion and quality of work;

(3) The fee or compensation demanded for the services;

(4) The ability to comply with applicable laws;

(5) The ability to comply with the schedule of the commencement and completion of the services, as required by Augusta, Georgia;

(6) The financial ability to furnish the necessary bonds to the extent necessary;

(7) The financial condition of the offeror; and

(8) The ability to provide staffing of management personnel, satisfactory to Augusta, Georgia.

(e) *Negotiations and award.* Procurement Director shall negotiate a contract with the most responsible and responsive short-listed offeror at compensation that Procurement Director determines in writing to be fair and reasonable to Augusta, Georgia. In making this decision, Procurement Director shall take into account the estimated value, the scope, the complexity and the professional nature of the services to be rendered. Should Procurement Director be unable to negotiate a satisfactory contract with the offeror considered to be the most responsible and responsive at a price for Procurement Director determines to be fair and reasonable to Augusta, Georgia; negotiations with that offeror shall be terminated. Procurement Director shall then undertake negotiations with the second most responsible and responsive short-listed offeror. If negotiations with the second most responsible and responsive short-listed offeror are unsuccessful, negotiations shall be terminated and Procurement Director shall then undertake negotiations with the third most responsible and responsive short-listed offeror. Should Procurement Director be unable to negotiate a contract with any of the short-listed offerors, Procurement Director and the using agency may select from the additional offerors that were not short-listed in order of their responsibility and responsiveness and Procurement Director may continue negotiations in accordance with this section until an agreement is reached.

Sec. 1-10-54. Informal bids selection methods (standard and small purchases) and authority of Administrator and General Counsel.

(a) *Conditions for use.* Any standard or small purchase contract or purchase order for supplies, services, and construction not exceeding ten thousand dollars ($10,000) in total value may be made in accordance with the purchase procedures authorized in this Section and other applicable provisions of this Article. Contract requirements shall not be artificially divided so as to constitute a small purchase under this Section.

(b) *Request for quotations and specifications.* Requests for quotations may be issued in writing or by telephone for purchases less than ten thousand dollars ($10,000). In either case, specifications shall be prepared describing the item or service in a form suitable for an appropriate vendor response.

(1) Informal oral bid quotations. Quotes from a minimum of three (3) sources shall be obtained. Maximum purchase under this system is to

be five thousand dollars ($5,000), including sales tax. Vendor quotes are to be noted on the requisition for retention. The procurement requirement shall not be artificially divided so as to constitute a purchase to be made by this method.

(2) Informal written bid quotations. Solicitation for written bid quotes shall be obtained from three (3) sources, if available, from the vendor list. The maximum purchase under this system is to be ten thousand dollars ($10,000), including sales tax.

(3) Selection is to be made from the list in the following manner:

(i) Low bidder on last quote;

(ii) Next vendor on list;

(iii) Repeat procedure until all vendors have been asked to quote;

(iv) Begin new rotation of vendors by using the last low bidder on quote.

(c) *Public notice.* Notice in the form of advertisements is not required. However, no less than three (3) vendors/contractors shall be directly solicited, if available, to submit quotations.

(d) *Receipt of quotations.* Quotations shall be scheduled for receipt at a date, time and place certain. The amount of each quote and such other relevant information as the Procurement Director deems appropriate, together with the name of each offeror shall be recorded. The record of each quote shall be open to public inspection in accordance with section 1-10-5 (Public Access to Procurement Information).

(e) *Evaluation.* Quotations shall be evaluated based on the requirements set forth in the request for quotations, which may include bidder responsiveness, capability and past performance, and criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the quoted price and be considered in evaluation forward shall be objective and clearly measurable, including but not limited to discounts, transportation costs, and total or life cycle costs. No criteria may be used in the evaluation processes that are not

set forth in the request for quotations or other notice.

(f) *Correction or withdrawal of quotes.* Correction or withdrawal of inadvertently erroneous quotes before or after the evaluation of the quotes may be permitted under the circumstances described in section 1-10-50(g) (Correction or Withdrawal of Bids).

(g) *Tie quotes.* Shall be handled in the manner described in section 1-10-50 (h) (Tie Bids).

(h) *Award.* Award shall be made to the most responsible and responsive bidder offering the lowest acceptable quotation. The names of the person submitting quotations and the date and amount of each quotation shall be recorded and maintained as a public record. Written quotations are advisable but not expressly required.

(i) *Agency purchases under one-thousand dollars ($1,000)/authority of using agency.* Procurement of an item or article which does not exceed one-thousand dollars ($1,000.00), including any sales tax, shall be exempt from the bid process except that, where applicable, contract vendors shall be used unless substitution is approved in writing and in advance by the Procurement Director. Further, the procurement requirements shall not be artificially divided so as to constitute a small purchase. A reasonable effort shall be made to negotiate price agreements that will cover much of the small purchase volume. For purchases of one-thousand dollars ($1,000) or less in value the using agency head may issue a Purchase Order to acquire commodity and service products. The using agency shall obtain adequate and reasonable competition for the supply, service, or construction being purchased. Further, the using agency head shall require the preparation and maintenance of written records adequate to document the competition obtained, properly account for the funds expended, and facilitate an audit of the small purchase made. Small purchases under one-thousand dollars ($1,000) may be made by the elected official or using agency head of all using agencies as follows:

(1) Where the purchase does not exceed one-thousand dollars ($1,000) and a Using Agency Purchase Order is prepared and presented to the vendor.

(2) A copy of the purchase order shall be forwarded to Finance and

Procurement notifying the Director of Finance and Procurement of the purchase and requesting payment to be made from funds previously allocated to such using agency.

(j) *Limitations on small purchases made by using agencies.* When small purchases are made by the using agency head pursuant to Subsection (i), the following requirements shall be met:

(1) Such purchases are limited to goods and minor services where no contract exists or goods are not stocked by Augusta, Georgia. No equipment and furniture purchases are authorized under subsection (i);

(2) The Using Agency Purchase Orders and original invoices shall be prepared and signed by an authorized party at the using agency level and forwarded to Finance for further processing;

(3) Purchases shall not be divided artificially to constitute a small purchase; and

(4) Using agencies are responsible for checking the availability of funds prior to making any small purchase.

(k) *Authority of Administrator to make small purchases.* The Administrator shall have authority to make purchases, approve annual bids and enter into professional services agreements without Commission approval for products, services and annual bids not exceeding $25,000.

(l) *Authority of General Counsel to settle small cases.* The General Counsel shall have authority to settle pending and potential litigation not exceeding $25,000 without Commission approval.

Sec. 1-10-55. Banking services.

(a) *Vendor and payroll accounts.* Requests for Proposals shall be solicited as provided in section 1-10-52 of this chapter for each of these accounts.

(b) *Accounts other than vendor and payroll accounts.*

(1) Requests for Proposals shall be solicited as provided in section 1-10-52 of this chapter for each such account.

(2) As provided in section 1-10-6, local banks shall be contacted first. For purposes of this section, local banks shall be defined as those banking institutions with a full service banking location in Augusta, Georgia.

Sec. 1-10-56. Sole source procurement.

(a) Notwithstanding other provisions in this Article, whenever it shall be made to appear that by reason of design, capacity, compatibility with other equipment or with machinery, purpose, function or other characteristics an item of procurement required by Augusta, Georgia or one of its departments is obtainable only from one source, the item may be procured by the Procurement Department through negotiation from the source from which it is available without the necessity of bids or proposals.

(b) Before any item may be obtained under the provisions of this section, however, the requisitioning agency must accompany its requisition for the order with a statement specifying in reasonable detail the reasons why the item should be procured by sole source. This specification of reasons shall be in writing and shall be attached to the requisition at the time it is transmitted to the procurement officer and shall demonstrate due diligence in determining if other sources exist. The due diligence review shall include the research of available sources, contact with professional and trade associations related to the supply, service or construction item or professional or consultant service. There shall also be a written determination which states the sources reviewed, the name of the contractor and the terms of the agreement reached including terms and prices.

(c) If the Augusta, Georgia Administrator, upon considering the requisition and the substantiation therefore, determines that the item should be purchased by sole source procurement and the cost thereof does not exceed twenty-five thousand dollars ($25,000), the Administrator may approve such procurement. If the item exceeds twenty-five thousand dollars ($25,000) in cost, and the Administrator determines that sole source procurement is appropriate, the requisition shall be referred to the Commission for action.

(d) The Procurement Director shall conduct the negotiations as to the terms of the sole source.

(e) The Procurement Director shall draft a letter of justification for the sole

source procurement and place in the contract file.

Sec. 1-10-57. Emergency procurement selection method.

Notwithstanding any other provisions of this chapter, the Procurement Director, Augusta, Georgia Administrator or constitutional officer may make or authorize others to make emergency procurement of equipment, supplies, services, general construction, or public works type construction services when there exists a threat to public health, welfare, or safety, or where daily operations are affected; provided that such emergency procurement shall be made with such competition as is practicable under the circumstances. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the item(s) procured under the contract, and the identification number of the contract file. A written report explaining the determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file, and a copy of same provided the Augusta, Georgia Commission at their next regular meeting in the case of public works contracts as defined by Georgia Law or other Augusta, Georgia purchases when the value of the purchase exceeds twenty-five thousand dollars ($25,000).

In the event an emergency should arise after office hours or on holidays or weekends which requires immediate action on the part of the using agency involved and where it is not possible or convenient to reach the Procurement Director, constitutional officer, or Administrator, the using agency head is authorized to make purchases. Such purchases shall be well documented, packaged for payment, and forwarded to the Procurement Director within twenty-four (24) hours, if possible, after occurrence.

In the event the Board of Commissioners of Augusta, Georgia determines at an open meeting of which minutes are recorded, that an emergency exists, and there is an immediate need for goods, materials or supplies to relieve said emergency, the Board of Commissioners shall be allowed to approve purchases without bids in the event the Board has determined an emergency exists, but all such declarations of emergency shall be in strict accordance with applicable State law defining "emergency." (1975 Ga. Laws p. 4334 as amended).

Sec. 1-10-58. Annual contracts.

Upon approval of an annual contract by the Board of Commissioners (or the Administrator for annual bids of up to $25,000), any using agency may order supplies or services under such annual contract as needed up to the maximum amount approved in the annual bid.

Sec. 1-10-59. Specific requirements/options for source selection method.

Encumbrance of funds. The Procurement Director shall not execute any contracts or purchase orders, except in the case of certain emergency purchases, until the Finance Department staff certifies, after pre-audit, that there is to the credit of the using agency concerned a sufficient unencumbered appropriation balance, in excess of all unpaid obligations, to defray the amount of the purchase.

Sec. 1-10-60. Rejection or cancellation of solicitations; negotiating; re-advertisement.

(a) *Conditions for use*. An invitation for bids/quotes, a request for proposals, or other solicitation may be canceled, or any or all bids may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interest of Augusta, Georgia. The reasons thereof shall be made part of the contract file. Each solicitation issued by Augusta, Georgia shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interest of Augusta, Georgia. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

(b) *Authority to reject/cancel*. The Augusta, Georgia Commission has the authority to reject/cancel any and all bids, quotes and proposals. The Administrator shall also have the authority to reject/cancel any and all bids, quotes and proposals but may only do so with the authorization of the director of the effected user department.

(c) *Negotiating*. If the low responsive and responsible bid for the project exceeds available funds as certified by the Finance Department staff, and such bid does not exceed such funds by more than twenty percent (20%), the Augusta, Georgia Administrator and the Procurement Director are

authorized, when time permits, or economic considerations preclude further re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the invitation for bids.

(d) *Re-advertisement.* In the event that the negotiating process set forth in subparagraph (c), above, is unsuccessful, the Procurement Director may, in the alternative, re-advertise for the purpose of receiving a new set of bids. Therefore, if the lowest and best bid exceeds the budgeted amount and the Augusta, Georgia Commission does not appropriate additional funds, the Procurement Director may readvertise for bids after making sufficient changes in the specifications to bring the project within budget.

Sec. 1-10-61. Multi-term contract.

(a) *Maximum period.* A contract for services or supplies may be entered into for a period up to five (5) years, provided that the term of the contract and the conditions for renewal or extension, if any, is included in the solicitation and funds are available for the balance of the then current fiscal year. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds. All multi-year contracts shall contain a clause which terminates the contract at the beginning of a fiscal year when funds are not appropriated by the Commission for continuation of the contract for that fiscal year.

(b) *Determination prior to use.* Prior to the utilization of a multi-term contract, it shall be determined in writing:

(1) that estimated requirements cover the period of the contract and are reasonably firm and continuing; and

(2) that such a contract will serve the best interest of Augusta, Georgia by encouraging effective competition or otherwise promoting economies in procurement.

(c) *Cancellation due to unavailability of funds in succeeding fiscal periods.* All multi-term contracts shall include provisions providing that when funds are not appropriated or otherwise made available to support continuation of

performance in a subsequent fiscal period, the contract shall be canceled with appropriate notice.

(d) *Renewal of contract.* At least ninety (90) days prior to the expiration of any term of a multi-term contract, the using agency shall submit to the Augusta, Georgia Administrator, a report of the performance of the contract and the agency's recommendation as to the renewal of the contract. The Administrator, after consultation with the using agency and review of the report, and upon appropriate approval, shall renew the contract if renewal is in the best interest of Augusta, Georgia. All other requirements of this Section must be met in order to consummate a renewal.

(e) *Expiration and extension*. Contracts being considered for renewal or re-bid may be extended by the Administrator for a period of time not exceeding ninety (90) days. Any extensions are subject to the availability of funds and mutual agreement of the vendor/contractor and Augusta, Georgia.

Sec. 1-10-62. Right to inspect facilities.

Official representatives of Augusta, Georgia shall have the right to inspect facilities of a vendor at any reasonable time which is related to the performance of any contract award, bid on or to be awarded by Augusta, Georgia.

Sec. 1-10-63. Right to audit records and contracts and collection of statistical data.

(a) Official representatives of Augusta, Georgia may, at reasonable times and upon reasonable written notice to vendor, inspect the official records of the person or firm pertaining to a contract, change order, or purchase order with Augusta, Georgia when such inspection is required by law, or is authorized by the Administrator in writing as being in the public interest.

(b) Contract audit. Augusta, Georgia shall be entitled to audit the books and records of a contractor or subcontractor under any negotiated contract or subcontract, other than a firm fixed-price contract to the extent that such books, documents, papers and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3)

years from the date of final payment under the subcontract, unless a shorter period is authorized in writing.

(c) Collection of statistical data. Augusta, Georgia shall be entitled to collect statistical information relating to such factors to determine whether disparities exist as permitted by law. All contractors and subcontractors under any negotiated contract or subcontract shall collect such information for every Augusta, Georgia contract and shall make such information available upon request.

Sec. 1-10-64. Rebidding or cancellation of existing contract.

In the event a vendor is unwilling or unable to perform a contract or the vendor gives written notice of cancellation of an existing contract, the Procurement Director may immediately pursue a replacement of said contract either by formal or informal bid procedure as is appropriate, with the approval of the Augusta, Georgia Administrator. The Procurement Director may accept a next lowest bidder. The options selected shall be the most advantageous to Augusta, Georgia.

Sec. 1-10-65. Multiple awards; limitations on multiple awards.

(a) Multiple awards. Unless otherwise provided in this section, or unless otherwise provided by law, two or more offerors may be awarded separate contracts, at the discretion of the Administrator, on the basis of one solicitation for the same or similar work, supplies or services if Augusta, Georgia reserves the right to do so in the solicitation. Multiple contracts may be awarded, in the discretion of the Administrator for the procurement of annual contracts for supplies, annual contracts for construction and annual contracts for services. The solicitation shall also include a statement that Augusta, Georgia may, in its discretion, elect to award only one contract if the Procurement Director, after consultation with the head of the using agency, determines in writing that one contract is sufficient for the needs anticipated by Augusta, Georgia at the level of quality desired. Awards shall be made in accordance with the provisions of this article. Notwithstanding anything contained in this section, however, if multiple awards are not anticipated in a solicitation prior to the deadline established for receipt of bids, proposals or quotations, multiple awards shall not be made under that solicitation.

(b) Prohibition against multiple awards for the procurement of construction or

services that are not annual contracts. Except as provided in subsection (a) of this section, or unless otherwise provided by law, multiple contracts shall not be awarded under one solicitation for the procurement of construction or services which are not annual contracts.

(c) *Inapplicability*. This section shall not apply to the grant agreements, inter-governmental agreements or emergency procurements.

ARTICLE 7

Sec. 1-10-66 through Sec. 1-10-75. Reserved.

ARTICLE 8

SUSPENSION OR DEBARMENT OF BIDDER OR PROPOSER

Sec. 1-10-76. Authority to suspend or debar from qualified bidder/proposer list for consideration of contract award.

Authority to debar or suspend. The Procurement Director, after consulting with the General Counsel, is authorized to debar a person for cause from participation in any Augusta, Georgia procurements at any tier and consideration for award of contracts. The debarment shall be for a period of not more than five (5) years. The period of time during which the debarment will be imposed is to be determined by the Procurement Director based upon the severity of the causes for debarment. After consultation with the using agency and General Counsel, the Procurement Director is authorized to suspend a person from participation in any Augusta, Georgia procurement at any tier and consideration for award of contracts if there is probable cause for debarment. The suspension shall not be for a period exceeding the greater of: (1) three months; (2) the period during which administrative review of the suspension is pending; or (3) the period during which judicial review of an administrative decision that was adverse to the suspended firm is pending.

Sec. 1-10-77. Causes for debarment or suspension.

The causes for debarment or suspension include:

(a) Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract.

(b) Conviction under state and federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as an Augusta, Georgia contractor.

(c) Conviction under state or federal antitrust statutes arising out of the solicitation and submission of bids or proposals.

(d) Violation of contract provisions, as set forth below, of a character which is regarded by the Procurement Director to be so serious as to justify debarment action:

(1) Deliberate failure to perform in accordance with the provisions or within the time limit provided in any Augusta, Georgia contract.

(2) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment. In the event that the

contractor asserts in a suspension or debarment proceeding that such recent failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts was caused by acts beyond the control of the contractor, the contractor must introduce documentation from the applicable contract/project in which it provided notice of such acts beyond its control and/or invoked its rights to equitable adjustment or other similar remedies under the applicable contract as a result of force majeure or other similar events; provided, however, that Augusta, Georgia's determination on such issue will be independent from the contract/project at issue. It is insufficient in a debarment proceeding for the contractor to raise this issue for the first time concerning a prior contract under which it failed to perform or performed unsatisfactorily.

(e) For violation of any ethical standards set forth in Article 3, Ethics in Public Contracting.

(f) Submission to Augusta, Georgia of a claim for additional compensation that is without merit, including, but not limited to claims seeking to recoup:

(1) Costs incurred by the contractor but not included in its bid or proposal due to its own error;

(2) Costs that it has already been paid or will be paid under the contract;

(3) Costs asserted simply for the purpose of forcing Augusta, Georgia to consider a settlement at a reduced amount;

(4) Costs that the contractor has not certified pursuant to the contract documents; and

(5) Costs that the contractor would not be entitled to recover under the contract documents, including, but not limited to attorneys fees and interest on unpaid sums.

(g) Material misrepresentation of the composition of the ownership or work force of a business entity registered with Augusta, Georgia as a local small business.

(h) Any other cause the Procurement Director, in consultation with the using agency and General Counsel, determines to be so serious and compelling as to affect responsibility, including, but not limited to, debarment by another governmental entity.

Sec. 1-10-78 . Notice.

The Procurement Director shall issue a written notice of the decision to debar or suspend. The notice shall state the reasons for the action taken and the effective date of the debarment or suspension and shall inform the debarred or suspended person involved of the right to administrative review as provided in this division.

Sec. 1-10-79. Finality of decision.

A decision under this section is final and conclusive, unless fraudulent or any person adversely affected by the decision appeals administratively to the Administrative Services Committee in accordance with the appeals and remedies of Article 9 of this Chapter.

Sec. 1-10-80. Board of Commissioner's initiated debarment.

The Board of Commissioners, by enactment of an appropriate resolution, may request that the Procurement Director initiate an investigation into whether a particular person should be debarred and/or suspended and, after consulting with the General Counsel, the Procurement Director is authorized to debar or suspend such person for cause from participation in any Augusta, Georgia procurements at any tier and consideration for award of contracts.

ARTICLE 9

APPEALS, PROTESTS AND REMEDIES

Sec. 1-10-81. Procurement protests.

Authority to Resolve Protested Solicitations and Awards.

(a) *Right to Protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director.

(b) *Authority to Resolve Protests.* The Procurement Director and the Administrator shall have the authority, prior to a final decision by the Commission, to settle and resolve the protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.

(c) *Decision of Procurement Director.* If the protest is not resolved by mutual agreement, the Procurement Director shall issue a decision in writing regarding the protest as specified in Section 1-10-83. The decision shall:

(1) state the reasons for the action taken; and

(2) inform the protester of its right to administrative review as provided in this Article.

(d) *Notice of Decision.* A copy of the decision shall be mailed or otherwise furnished to the protestor and any other interested party.

(e) *Finality of Decision.* A decision under Subsection (d) of this Section shall be final and conclusive, unless any person adversely affected by the decision files a timely appeal in accordance with Article 9 of this code.

(f) *Stay of Procurements During Protests or Appeals.* In the event of a timely protest under section 1-10-82 of this Article, the Procurement Director shall not proceed further with the solicitation or with the award of the contract unl ess the Administrator, after consultation with the head of the using agency and General Counsel, makes determination that the award of the contract without delay is necessary to protect substantial interests of Augusta, Georgia. Such a determination may be made orally in a Committee

Meeting, a Commission Meeting or may be provided to the protestor in writing.

1-10-82. Filing of protest.

(a) Protests shall be made in writing to the Procurement Director and shall be filed in within five (5) business days after the protestor knows or should have known of the facts giving rise thereto. A protest is considered filed when received by the Procurement Department. **Protests filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.**

(b) *Subject of Protest.* Protestors may file a protest on any phase of solicitation or award including but not limited to specifications preparation, bid solicitation, award, or disclosure of information marked confidential in the bid or offer.

(c) To expedite handling of protests, the written protest shall include as a minimum the following:

(1) the name and address of the protestor;

(2) appropriate identification of the procurement, and, if a contract has been awarded, its number;

(3) a statement of reasons for the protest; and

(4) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

(d) *Requested Information; Time for Filing.* Any additional information requested by any of the parties should be submitted within the time periods established Procurement Director in order to expedite consideration of the protest. Failure of any party to comply expeditiously with a request for information by the Procurement Director may result in resolution of the protest without consideration of any information which is untimely filed pursuant to such request.

(e) *Making Information on Protests Available.* The Procurement Director shall upon written request make available to any interested party information submitted that bears on the substance of the protest except where

information is proprietary, confidential, or otherwise prohibited from disclosure or required to be withheld by law or regulation. Persons who wish to keep such information submitted by them confidential should so request by specifically identifying such information within documents submitted, and indicating on the front page of each document that it contains such information.

Sec. 1-10-83. Decision by the Procurement Director

Time for Decisions. A written decision on a protest shall be made by the Procurement Director within ten (10) business days after receiving all relevant, requested information. If a protest is sustained, the Procurement Director may determine that the solicitation or award violates the law; or may make a determination that the solicitation should be cancelled in order to comply with the applicable law.

Sec. 1-10-84. Appeals.

Appeal of a decision of the Procurement Director may be requested by the protestor or any department involved in the protest. The appeal shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted.

Sec. 1-10-85. Time for filing appeal.

Appeals of a decision of the Procurement Director shall be filed in the Procurement Department not later than five (5) business days after receipt of such decision.

Sec. 1-10-86. Request for hearing and effect of untimely appeal.

A contractor or prospective contractor that has been notified of a denial of its protest action may request in writing an appeal to the Augusta, Georgia Commission. All appeals must be received by the Procurement Department within five (5) business days. **Appeals filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.** Where no appeal (or an untimely appeal) is filed, the Procurement Director's decision is considered final and the award shall proceed.

Sec. 1-10-87. Notice of hearing.

If a timely appeal is filed by the protestor, the Procurement Director shall place the protest on the agenda of the Administrative Services Committee. The Clerk of Commission's Office shall provide public notice of the Administrative Services Committee agenda as required by law. In addition, the protestor shall be sent written notice of the time and place of the hearing. Copies of such notice shall be sent to the Augusta, Georgia General Counsel and the Department Director of the appropriate user department.

Sec. 1-10-88. Administrative Services Committee hearing procedures and effect of failure to appear at hearing. **(Ordinance 7439 – Commission Approved 11-19-13)**

(a) Protests appearing on the Administrative Services Committee shall be treated as any other Committee agenda item, except that the Protestor, or his or her representative, shall have the right to address the Committee and to present evidence in support of the protest for a maximum of ten (10) minutes. The Procurement Director and user department, or their representative, shall also have the opportunity to present evidence relating to the protest for a maximum of ten (10) minutes. The Chairman of the Administrative Services Committee may grant additional time equally to each party at his or her discretion.

(b) After considering the evidence presented, the Administrative Services Committee shall make a recommendation to grant or deny the protest, or to send the item to the full Augusta, Georgia Commission without recommendation. Regardless of the action taken by the Committee, the protest shall be forwarded to the full Commission agenda for a final decision. The Clerk of Commission shall make an audio recording of the protest hearing and shall make such recording available to Commissioners within two (2) business days following the hearing.

(c) Procedure to Speak to Full Commission Regarding Protest.
A protestor seeking to speak to the full Commission regarding his or her protest must submit a request in writing, including his/her address and the name of the procurement being protested, no later than 5:00 p.m. on the Wednesday preceding the next regularly scheduled Commission meeting that follows the Administrative Services Committee protest hearing. Such request shall be provided to the Clerk of Commission with a copy to be provided to the Procurement Director. When the protest is heard by the Commission, the protestor and the Procurement Director shall each have five (5) minutes to summarize the arguments and evidence presented to the

Administrative Services Committee. The Commission will not hold a new hearing and will not accept new evidence. If the protestor has not made a timely request to address the full Commission, the Commission may, at its discretion, dispose of the agenda item via the Consent Agenda.

(d) Effect of Failure to Appear at Hearing. Failure on the part of the Protestor to appear before either the Administrative Services Committee or the full Augusta, Georgia Commission is considered **an abandonment of their right to appeal and a failure on the part of the protestor to exhaust administrative remedies.** The Procurement Director's decision is considered final and the award shall proceed accordingly. However, the Chairman of the Administrative Services Committee or the Mayor may, at his or her discretion, grant the Protestor one continuance to the next regularly scheduled Committee or Commission Meeting. Such continuance may only be granted during the Committee or Commission meeting and shall be recorded on the minutes of such meeting.

Sec. 1-10-89. Authority of Administrator to participate in procurement matters.

The Augusta, Georgia Administrator has the authority to:

(a) communicate with the protestor and other interested parties to try to settle any dispute, or narrow the issues for matters to be presented to the Committee or Commission;

(b) consult with the Procurement Director, the User Department and the General Counsel regarding the need for a stay pursuant to Section 1-10-81(f);

(c) participate in all aspects of the procurement process as necessary to support the best interests of Augusta, Georgia.

Sec. 1-10- 90. Hearing procedures.

(a) Hearings shall be as informal as may be reasonable and appropriate under the circumstances and in accordance with the applicable rules of the Administrative Services Committee and Commission. The Procurement Director shall provide the Administrative Services Committee and Commission with copies of the protest and the response of the Procurement Department.

(b) Witnesses providing testimony at before the Administrative Services Committee or Commission shall testify under oath or affirmation.

Sec. 1-10-91. Determination of Commission; final decision.

The Commission's decision regarding a Protest is the final step in the Appeals process for Augusta, Georgia. The parties shall have thirty (30) days to file a judicial appeal of any such decision. Such appeal shall be by writ of certiorari to the Superior Court of Richmond County.

Sec. 1-10-92. Contract claims.

Decision of Augusta, Georgia Administrator. All claims by a contractor or vendor against Augusta, Georgia relating to a contract shall be submitted in writing to the Augusta, Georgia Administrator. The contractor or vendor may request a conference on the claims. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

Sec. 1-10-93. Augusta, Georgia's right to amend bid solicitations or awards that are in violation of law.

Applicability. This section applies where it is determined by administrative review that a solicitation or award of a contract is in violation of applicable law. For purposes of this section administrative review shall refer to a review by the Procurement Director and/or Augusta, Georgia Administrator in consultation with the General Counsel.

(a) *Prior to bid opening or closing date for receipt of proposals.* If prior to the bid opening or the closing date for receipt of proposals, the Procurement Director, after consultation with the Augusta, Georgia Administrator, and the Augusta, Georgia General Counsel, determines that a solicitation is in violation of federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable laws.

(b) *Prior to award.* If after bid opening or the closing date for receipt of proposals, the Procurement Director, after consultation with the Administrator or his designee, and the General Counsel determine that a solicitation or proposed award is in violation of federal, state or municipal

law, then the solicitation or proposed award shall be canceled.

(c) *After award*. If, after an award, the Procurement Director, after consultation with the Administrator and the General Counsel, determines that a solicitation or award of a contract was in violation of applicable law, the following options shall be available to Augusta, Georgia:

(1) The contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of Augusta, Georgia and the person or company awarded the contract has not acted fraudulently or in bad faith; or

(2) If services or work have not commenced under the contract, it may be terminated and declared null and void; or

(3) If services or work have commenced under the contract, it may be terminated and the person awarded the contract shall be compensated for the actual expenses reasonably incurred for partially performing and in terminating its performance under the contract.

ARTICLE 10

TYPES OF CONTRACTS

Sec. 1-10-94. Authority to approve, sign and execute contracts by type.

(a) *Generally*. The following section establishes five (5) types of purchases: (1) major purchases, (2) standard purchases, (3) small purchase, (4) using agency purchase, and (5) emergency purchases.

Each type of purchase has its parameters involving: (1) value of purchase, (2) level of approval required within the organization for the purchase, (3) level of budget authorization given for the purchase, (4) level of authority required for the source selection process, and (5) person within the organization charged with the responsibility to sign the purchase contract document.

(b) *Major purchase contracts*. Capital equipment, construction and all services purchase contracts with a value of one-hundred thousand dollars ($100,000) or more must have:

(1) Specific project concept approval by the Commission;

(2) Specific budget approval (listed in budget) or special funding authorization by the Commission;

(3) Commission approval of the source selection method and award of contract; and

(4) Contract to be signed by the Mayor.

(c) *Standard purchase contracts*. Goods and services purchase contracts with a value less than one-hundred thousand dollars ($100,000) but more than ten thousand ($10,000) must have:

(1) General project concept approval by the Commission and/or Augusta, Georgia Administrator; and

(2) General budget approval by the Commission and specific budget approval of the Administrator, or special funding authorization by the Commission or the Administrator (if the transfer of funds is necessary and general project concept not approved previously by the Commission); and

(3) Administrator approval of source selection method and award of contract; and

(4) Contract to be signed by the Mayor.

(d) *Small purchase contracts*. Small purchases equal to, or less than, ten thousand dollars ($10,000) but more than one-thousand dollars ($1,000) must have:

(1) General project concept approval by the Commission and/or the Administrator; and

(2) General budget approval by the Commission (e.g. could be specified within a larger account) and specific budget approval of using agency head as designee of the Administrator, or special funding authorization by the Administrator (when transfer of funds is necessary and general project concept not previously approved by the Commission or Administrator); and

(3) Using agency head approval of source selection method and Administrator award of contract; and

(4) Small purchase orders to be signed by the Procurement Director or designee.

(e) *Using agency purchase contracts.* Using agency purchases (as defined elsewhere) of one-thousand dollars ($1,000) or less must have:

(1) General budget approval by the Commission (e.g. could be specified within a larger account) and/or or special funding authorization by the Administrator; and

(2) Using agency head approval of the source selection method and award of contract; and

(3) Purchase order approved by the Procurement Director.

(f) *Emergency purchase contracts.* Emergency purchases (as defined elsewhere) regardless of the amount of the purchase must have:

(1) Specific project concept approval by the Commission or the Administrator; and

(2) General budget approval by the Commission (e.g. could be unspecified within a larger account) and specific budget approval of the using agency head as the Administrator's designee; and

(3) Using agency head approval of the source selection method and award of contract if during non-standard working hours, or by the Administrator during normal working hours; and

(4) Contract/small purchase order to be signed by the Administrator, using agency head, or Mayor based on the value of the purchase.

Sec. 1-10-95. Public works contracts.

Augusta, Georgia is authorized to utilize any construction delivery method, provided that such method places the bidder or offeror at risk for construction; and requires labor or building

materials in the execution of the contract shall be awarded on the basis of competitive sealed bidding or competitive sealed proposals.

(a) *Waiver of Technicalities.* Augusta, Georgia shall have the authority to reject all bids or proposals or any bid or proposal that is non-responsive or not responsible and to waive technicalities and informalities.

(b) Modifications or Addenda to Public Works Plans and Specifications. Augusta, Georgia shall not issue or cause to be issued any addenda modifying plans and specifications within a period of 72 hours prior to the advertised time for the opening bids or proposals, excluding Saturdays, Sundays, and legal holidays. However, if the necessity arises to issue an addendum modifying plans and specifications within the 72 hour period prior to the advertised time for the opening of bids or proposals, excluding Saturdays, Sundays, and legal holidays, then the opening of bids or proposals shall be extended at least 72 hours, excluding Saturdays, Sundays, and legal holidays, from the date of the original bid or proposal opening without need to readvertise as required by O.C.G.A. § 36-91-20(b)(1).

(c) *Change Orders.* Augusta, Georgia bid and contract documents may contain provisions authorizing the issuance of change orders, without the necessity of additional requests for bids or proposals, within the scope of the project when appropriate or necessary in the performance of the contract. Change orders may not be used to evade the purposes open, fair and competitive public bidding on public works contracts.

(d) *Notice to Proceed.* The Procurement Director shall, after consultation with the using agency, issue a Notice to Proceed to the contractor, stating the name of the project, the date upon which the project is to begin, the contact name and telephone number for the using agency and the contract term.

(e) Registration and Participation of Contractors pursuant to the Georgia Security and Immigration Compliance Act and the Immigration Reform and Control Act of 1986. All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program [any of the electronic verification of work authorized 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], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91 and shall continue to use the federal authorization program throughout the contract term.

Chapter 10B

LOCAL SMALL BUSINESS OPPORTUNITY PROGRAM

Sec. 1-10-122. Title.

Augusta, Georgia Local Small Business Opportunities Program ("LSBOP").

Sec. 1-10-123. Objective.

Augusta, Georgia is firmly committed to the principles of equal opportunity and in keeping with these principles, hereby sets forth a program and establishes a mechanism for developing, approving, and implementing procedures by which local small business enterprises shall be identified, informed and educated regarding opportunities for supplying goods, general services, and construction services required by Augusta, Georgia, and providing for objectives for bidders to incorporate the use of Local Small Businesses as commercially useful sub-contractors, thereby promoting balanced economic and community growth throughout Augusta, Georgia. The LSBOP is a race and gender-neutral program.

Sec. 1-10-124. Policy, intent and purpose.

(a) *Policy*. It is the policy of Augusta, Georgia that all necessary and reasonable steps shall be taken to ensure that local small business enterprises have the maximum opportunity to compete for and participate in all contracts and subcontracts funded by or through the Augusta, Georgia governing authority. Further, the Augusta, Georgia Commission has determined as a means to ensure full economic participation by small local business that a mechanism for developing, approving and implementing a LSBOP is required.

Augusta, Georgia has established the LSBOP to promote opportunities for registered Local Small Business to participate in Augusta, Georgia's contracting and procurement activities by requiring contractors to utilize registered Local Small Businesses to perform commercially useful functions to the maximum extent possible and as economically feasible, as partners or subcontractors for service delivery or as suppliers of various goods required in the performance of a contract. This LSBOP is in addition to and shall not supplant the Local Preference of Code § 1-10-6.

(b) *Intent and Purpose*. The Augusta, Georgia Local Small Business Opportunity Program is established to encourage equal opportunity, diversity, and equity in Augusta, Georgia's contracting and procurement activities. In a race and gender neutral manner, the Program will promote fair and equal opportunities for all local small businesses. It is specifically intended that the encouragement of local small businesses will allow for the development and growth of such businesses to increase competition for construction and procurement opportunities.

(1) It is the intent and purpose of this Program to encourage equal opportunity in Augusta, Georgia's contracting and procurement and to eliminate discrimination and the effects of past discrimination therein.

(2) It is also the intent and purpose of this Program to encourage the use of the Local Small Business Opportunity Program, which will have the benefit to Augusta, Georgia of assisting the local economy with job formation while remedying the discrimination against minority owned business enterprises in the Augusta, Georgia contracts and procurement in a race and gender-neutral manner.

(3) It is also the intent and purpose of the LSBOP to develop evidence relevant to whether future race and gender conscious programs are necessary to remediate the effects of past or current discrimination, as required by applicable laws.

Sec. 1-10-125. Definitions.

(a) *Generally.* Those definitions set forth in Chapter 10 of this Code shall also apply to Chapter 10B, except as provided in this section.

(b) *Specifically.*

(1) *Citizen's Small Business Advisory Board (CSBAB).* Is a council to advise the Commission and the Director of minority and small business opportunities of matters pertaining to the LSBOP, and to meet with small businesses to review and advise as to the issues in program administration. *See* Ga. Laws 1995, p. 3648, § 14(d) (hereinafter Consolidation Act).

(2) *Commercially Useful Function.* For the purpose of determining whether a registered Local Small Business is performing a commercially useful function, Director of minority and small business opportunities shall consider all of the facts in the record, viewed as a whole, including without limitation the following:

(i) A Local Small Business performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.

(ii) To perform a commercially useful function, the Local Small Business must be responsible, with respect to material and supplies used on the contract or sub-contract for which it is engaged, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

(iii) A Local Small Business does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of Local Small Business participation. In determining whether a Local Small Business is such an extra participant, the Director of minority and small business opportunities will examine similar

transactions, particularly those in which Local Small Businesses do not participate.

(3) *Director of minority and small business opportunities.* The person designated by the Commission "to serve as equal employment opportunity director and as director of minority and small business opportunities" in accordance with § 14(c) of the Consolidation Act.

(4) *Good Faith Efforts.* Techniques used by a bidder/proposer to seek Local Small Businesses to participate as a subcontractor or supplier required to fulfill the bid/proposal request for participation. Such good faith efforts of a bidder/proposer include, but are not necessarily limited to, the following actions:

(i) Including qualified local small businesses in the prime contractor's solicitations for subcontractors and suppliers.

(ii) Assuring that local small businesses are solicited whenever such business enterprises can perform a commercially useful function.

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of local small businesses.

(iv) Establishing delivery schedules, where the requirements of the prime contract permit, which encourage participation of local small businesses.

(v) Using the services and the assistance of the Director of minority and small business opportunities in the identification of qualified local small business and negotiating subcontracts and supply contracts with such enterprises.

(vi) Requiring each first tier subcontractor to take the affirmative steps outlined in sub paragraphs 1 through 5 above with respect to the identification and usage of second or third tier sub-contractors.

(vii) Placing notices of opportunities for qualified local small business to perform subcontracting work on the eligible project in newspapers, trade journals, and other relevant publications, including publications specifically targeted to local small businesses, or communicating such notices of opportunities via the Internet or by other available media or means.

(viii) Designating portions of the work for local small businesses subcontracting in trades with available local small business subcontractors.

(ix) Providing a minimum of five (5) days notice to local small businesses when requesting bids or proposals for furnishing material or services as a subcontractor or supplier.

(5) *Gross Receipts.* Total income or, in the case of sole proprietorship gross income, plus "cost of goods sold" as these terms are defined or reported on Internal Revenue Service (IRS) Federal tax return forms; Form 1120 for corporations; Form 1120S for Subchapter S corporations; Form 1065 for partnerships; and Form 1040, Schedule F for farm or Schedule C for sole proprietorships.

(6) *Joint Venture.* An association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills, and knowledge.

(7) *Local Small Business.* A corporation, sole proprietorship, partnership or other business organization that meets the requirements for registration as such with Augusta, Georgia in accordance with Section 1-10-128 of this Code.

(8) *Monthly Utilization Report or MUR.* A memorialization by a prime contractor of all subcontracting and Local Small Business participation utilized on a contract. Contractors/vendors are required to submit the Monthly Utilization Reports on all subcontracting participation to the Director of minority and small business opportunities.

(9) *Non-Discrimination Statement.* Written affirmation made by a bidder relating to the bidder's conduct prior to submission of a bid as well as after award of a contract that the bidder agrees to:

(i) Follow the policies of Augusta, Georgia relating to the participation of local small businesses.

(ii) Undertake certain measures to ensure the maximum practicable participation by local small businesses; and

(iii) Not engage in discriminatory conduct against local small businesses inconsistent with this Policy.

(10) *Personal Net Worth.* Net value of the assets of an individual owner, after total liabilities are deducted must not exceed seven hundred and fifty thousand dollars ($750,000). An individual's Personal Net Worth does not include the individual's ownership interest and the individual's equity in his or her primary place of residence. An individual's Personal Net Worth includes his or her share of assets held jointly with the individual's spouse. Property held by the entireties is deemed to be owned equally by the spouse.

(11) *Prime Contractor.* A person or firm who is awarded a contract from Augusta, Georgia for provision of goods or services and has the primary responsibility for performance of the contract. The Prime Contractor may subcontract portions of the work required to Subcontractors, as indicated in the bid or solicitation documents.

(12) *Registered Local Small Business.* Any business entity registered by the Director of minority and small business opportunities, providing goods or services, which has its principal office and place of doing business in Augusta, Georgia; with three (3) year average gross annual receipts being not more than one and one half million dollars ($1,500,000); and whose owners meet the personal net worth threshold, all as defined herein. The term Local Small Business shall also include a manufacturer with seventy-five (75) employees or less or wholesaler with fifty (50) employees or less without regard to gross revenues.

(13) *Schedule of local small business participation.* Written data sheet which is a required submittal for a bid or proposal that lists proposed local small business subcontractors and the estimated value of proposed sub-contracts.

Sec. 1-10-126. Application; effective date.

Except as otherwise provided, this ordinance shall apply to all bids, proposals, contracts, expenditures and purchases commenced by Augusta, Georgia except sole source or emergency procurements and certain federally funded projects as provided herein. The effective date of this ordinance shall be the date it is approved by the Augusta, Georgia Commission.

Sec. 1-10-127. Program administration.

(a) *Services to be provided by the Local Small Business Opportunities Program.* The Director of minority and small business opportunities shall have the primary responsibility to assure that the LSBOP is effectively and equitably carried out in Augusta, Georgia. Other Augusta, Georgia officials, the Procurement Director, Department Directors and management personnel shall give their full cooperation towards the implementation of the LSBOP.

(b) *Program.* The LSBOP administration consists of performing vendor registration, education and outreach, and review of bid and proposal documents. Specifically, the program shall consist of:

(1) Developing and administering local small business registration criteria and procedures.

(2) Establishing and maintaining a directory available to the public of registered local small businesses capable of supplying the type and quality of equipment, supplies, general services, construction, and professional services required by Augusta, Georgia.

(3) Regularly seeking out and registering new local small businesses to bid on Augusta, Georgia purchases and solicitations.

(4) Notifying vendors of their registration status and advising non-registered parties of their right to appeal the denial of registration which shall be filed with the

Director of minority and small business opportunities within five (5) days of receipt of such notice.

(5) Developing annual forecasts and periodically updating same based on a review of anticipated purchases and registered local small businesses.

(6) Monitoring and reporting on legislative and judicial actions relevant to local, small business interests.

(7) Reviewing specifications and bid documents with the Procurement Department to ensure maximum opportunities for registered local small businesses to compete on an equal basis for contracting opportunities and to perform commercially useful functions.

(8) Convening and/or participating in information sessions with local small businesses regarding bid requirements and contract performance.

(9) Providing technical assistance, conducting seminars, visiting vendors, and performing other outreach services to encourage and increase participation in Augusta, Georgia's bidding process by local small businesses.

(10) Exploring and developing other means of expanding the program, and attracting and increasing local small business participation including joint efforts with other governmental agencies and authorities.

(11) Refer local small businesses to third party development assistance providers when appropriate for bonding, financial and technical assistance.

(12) Attend pre-bid, pre-qualification or pre-proposal conferences to provide information on the LSBOP.

(13) Preparing and presenting an annual LSBOP report to the Augusta, Georgia Commission.

(14) Assist prime contractors and other potential bidders in identifying and contacting local small businesses.

(15) Develop outreach programs specifically targeted to educate local small businesses about the LSBOP.

(16) The Director of minority and small business opportunities shall work with User Departments to set contracting goals for each project over $100,000 to include those with subcontracting and/or supplier possibilities. The Director of minority and small business opportunities and User Departments shall have the authority to reduce or eliminate such local small business goals on a project based on the type of contract, the type of subcontracting work that will be required, and the availability of local small businesses.

(17) At Risk Management Construction Project Prime bidders will also be subject to the contract goals for subcontractors.

(18) Augusta, Georgia shall indicate goals for local small businesses in Project Specific solicitations over $100,000 to provide opportunities for local small business participation.

(19) Where a bid provides a goal for local small business participation, the Director of minority and small business opportunities and User Department shall recommend a bidder be awarded a contract only where the bidder has demonstrated Good Faith Efforts to meet the designated goals.

(20) Notify all registered vendors of formal bid opportunities through direct solicitation or public advertisement, including information on the LSBOP.

(21) Work with project managers or user agencies to divide larger projects into smaller projects or contracts when commercially appropriate, in order to create more opportunities for local small businesses to participate in contracts let by Augusta, Georgia.

(22) Provide data and technical assistance to support the outreach efforts of the LSBOP as necessary and appropriate.

(23) Ensure specifications are open and competitive.

(24) The Director of minority and small business opportunities, the Using Agency and the Finance Director, may make special provision for progress payments as deemed reasonable to assist local small businesses to carry out the terms of a contract.

(25) When a local small business is awarded a contract with Augusta, Georgia, the Procurement Director may furnish written confirmation of the same, providing the terms of the contract which may be used by the local small business in negotiating lines of credit with lending institutions.

(c) *Evaluation of the Local Small Business Opportunity Program.* The LSBOP shall be evaluated on an annual basis. Each annual report shall be compiled by the Director of minority and small business opportunities and shall compare the fiscal year ending with the previous fiscal year. Evaluation of the program may include:

(1) Number of local small business firms registered;

(2) Training and technical assistance offered to local small businesses;

(3) Dissemination of LSBOP information at pre-bid conferences; and

(4) Evaluation of the effectiveness of the local small business in relation to the achievement of Augusta, Georgia's goals set forth under this policy, including the utilization of local small businesses on contracts.

Sec. 1-10-128. Registration and certification procedures.

(a) *Registration Criteria; acceptance of certification by other governmental agencies.* The LSBOP requires prior registration or evidence of current certification by other governmental agencies Local Small Business in order to count the participation of that toward program goals. Eligibility requirements for registration are:

(1) Certification as to small business status may be accepted from other local governmental, state or federal agencies that apply criteria substantially similar to that imposed by this ordinance.

(2) Applicant firm must complete an appropriate application form obtained from the Director of minority and small business opportunities and must qualify as a local small business, as the term is defined in this Article as to principle place of business, gross annual receipts and personal net worth thresholds.

(3) Applicant firm must have its principal place of business located within the geographic limits of Richmond County. A location utilized solely as a post office box, mailbox, mail drop, virtual office, telephone message center, or any combination thereof, with no substantial work function, shall not be deemed to be a significant local presence sufficient to qualify as a local small business.

(4) Applicant firm must possess a valid Augusta, Georgia business license for six (6) months prior to submitting their LSBOP registration application;

(5) The firm's three (3) year average annual gross receipts, as defined herein, must not exceed $1.5 million ($1,500,000) in annual gross receipts; the annual gross receipts limitation shall not apply to manufacturers with seventy-five (75) employees or less or wholesalers with fifty (50) employees or less.

(6) Applicant firm owner must be a citizen or lawfully admitted permanent resident of the United States;

(7) Applicant firm must be a business, including a sole proprietorship, partnership, corporations, limited liability company, or any other business or professional entity:

(i) which is at least fifty-one (51) percent owned by one (1) or more of the applicant individuals identified, and the ownership must have been in existence for one (1) year or more; and

(ii) in the case of a publicly-owned business, at least fifty-one (51) percent of all classes of stock which is owned by one (1) or more of such persons, each of whom meets the net worth criteria as defined herein.

(8) No individual owner of an applicant firm, or if a sole proprietorship or partnership the individuals themselves, may have a personal net worth that exceeds $750,000, as that term is defined in this Article.

(9) No local small business shall be registered on the basis of the race or gender of its ownership regime.

(b) *Renewal of Registration.* Local small business registration is valid for a two-year period beginning on the date Augusta, Georgia registers the business. To re-apply, a local small business must submit a new application and evidence of continuing eligibility.

It is the responsibility of the local small business to notify the Director of minority and small business opportunities of any change in its circumstances affecting its continued eligibility for the program. Failure to do so may result in the firm's de-registration and preclusion from future participation in the LSBOP;

(1) A Local Small Business that no longer meets registration criteria shall not be re-registered by the Director of minority and small business opportunities;

(2) Firms that have been denied registration or re-registration may protest the denial as follows:

(i) Within five (5) days of receipt of denial of registration or re-registration, the firm may protest such action in writing to the Director of minority and small business opportunities. Protests filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.

(ii) A hearing shall be held by Augusta, Georgia Administrator (or his or her designee) at which time the firm may present additional facts and evidence in support of its eligibility. Augusta, Georgia Administrator (or his or her designee) shall control all aspects of the hearing, including scheduling, conduct, witnesses, and evidence, and may request the attendance of witnesses and production of particular documents.

(iii) Augusta, Georgia Administrator shall send written notice of the decision to the firm within thirty (30) days of the hearing.

(iv) A firm found to be ineligible cannot apply for registration or re-registration for a period of one year after the effective date of the final decision.

(c) *Limitations*. Notwithstanding any other provision of this program except on a finding of good cause by Augusta, Georgia, a registered local small business is no longer eligible to participate in the LSBOP after being enrolled for ten (10) consecutive years regardless of whether the firm received contracts or prime contracts under the program. If a firm has been released from the program before graduation as a result of exceeding the LSBOP thresholds, it will still be eligible to receive contracts from Augusta, but such participation will not be counted toward the LSBOP goal of identifying and employing local small businesses to the greatest extent possible.

In determining whether a good cause exists for a firm to continue participation beyond ten (10) consecutive years, Augusta may review all relevant factors such as amount of business previously received by the firm, and capability of other small firms to provide goods and services, impact on a potential contract opportunity for other local businesses to compete. In no event shall a firm's participation in the program extend beyond fifteen (15) years.

Participation or registration as a local small business in the LSBOP shall not preclude a registered firm from competing for a prime contract with Augusta, Georgia on the same basis as other prime contractors or suppliers.

(d) *Graduation*. Augusta, Georgia shall graduate a local small business from eligibility as a local small business. The local small business will be graduated from local small business if any one of the following occurs:

(1) The local small business' gross revenues in each of the previous consecutive three (3) years exceed an average of $1.5 million;

(2) The net worth of any owner of a local small business exceeds an average of $750,000 for each of the previous consecutive three (3) years, exclusive of principal residence and the value of the local small business; or

(3) The local small business has participated in the LSBOP for ten (10) years and Augusta, Georgia has not approved an extension of participation based on good cause.

Sec. 1-10-129. Local small business opportunities program participation.

(a) *Sealed Bids, Sealed Proposals, Professional Services And Other Major Purchasing*. The following procedures and contract requirements will be used to insure that local small businesses are encouraged to participate in Augusta, Georgia contracts, including but not limited to construction contracts, requests for professional services and the performance of public works contracts. The Augusta, Georgia user department shall indicate goals for local small business in all solicitations for contracts over $100,000 in value:

(1) Bid conditions, requests for proposals, and all other specifications for contracts awarded by Augusta, Georgia will require that, where subcontracting goal is

utilized in performing the contract, the bidder or proponent, will make Good Faith Efforts to subcontract with or purchase supplies from local small businesses. Bid specifications will require the bidder or proponent to keep records of such efforts that are adequate to permit a determination of compliance with this requirement.

(2) Each bidder shall be required to provide documentation of achieving goal or provide documentation of Good Faith Efforts to engage local small businesses as subcontractors or suppliers, the names of local small businesses and other subcontractors to whom it intends to award subcontracts, the dollar value of the subcontracts, and the scope of the work to be performed, recorded on the form(s) provided or made available as part of the bid package. If there are no sub-contracting opportunities, bidder shall so indicate on the appropriate form.

(3) For all such contracts, the Procurement Department will provide the Director of minority and small business opportunities with a copy of the invitation to bid or bid specifications including scope of work. The Director of minority and small business opportunities will identify the existence of registered local small businesses which are qualified to submit bids as prime contractors.

(4) The Director of minority and small business opportunities shall identify subcontracting opportunities and shall make available trade-specific lists of registered local small businesses to potential prime contractors. Prime contractors are encouraged to form Joint Ventures with local small businesses to perform major contracts, particularly in the areas of construction and professional services.

(5) Within thirty (30) days of the adoption of this Ordinance, the Procurement Department will include a copy of this ordinance in each bid or proposal package or shall publish and make available an internet link at which the LSBOP Ordinance and related forms may be found on the official website of Augusta, Georgia.

(6) All bid documents shall require bidders or proponents to submit with their bid the following written documents, statements or forms, which shall be made available by the Procurement Department.

(i) Non-Discrimination Statement which shall affirm the bidder's: (a) adherence to the policies of Augusta, Georgia relating to equal opportunity in contracting; (b) agreement to undertake certain measures as provided in this policy to ensure maximum practicable participation of local small businesses; and (c) agreement not to engage in discriminatory conduct of any type.

(ii) Proposed Local Small Business Subcontractor/Supplier Utilization Plan.

(iii) Documentation of Good Faith Efforts to use local small businesses.

Failure to submit the above documentation shall result in the bid or proposal being declared non-responsive.

(7) Before advertising and soliciting bids, the Director of minority and small business opportunities and using department will assess if large contracts can be segmented into multiple contracts. Methods to be considered include:

(i) The term of a contract may be shortened that results in a dual effect; the reduction of quantity required, and the risk inherent in guaranteeing prices over a longer period of time.

(ii) Work to be performed may be grouped according to geographic location within Augusta, Georgia.

(8) When the Solicitation bid document contains a local small business goal, each Bidder must either: meet the local small business goal or comply with the Good Faith Effort requirement set for in section 1-10-125(b)(4). **Failure to do so constitutes grounds for rejecting the Bid.**

(9) When the Solicitation bid document does not contain a local small business goal, each bidder must negotiate in good faith with each local small business that responds to the Bidder's solicitation and each local small business that contacts the Bidder on its own accord.

(10) Self-Performance. Self performance does not exempt Bidders from the LSBOP requirements unless the self performer is a qualified and registered local small business. Bidders that do not meet the local small businesses goal and desire to self-perform all or part of the construction contract must nevertheless demonstrate that they complied with the Good Faith Efforts requirements as set forth in section 1-10-125(b)(4).

(b) *Departmental Purchase Requirements (All Formal Bids over $100,000).* User Departments making purchases or issuing solicitations for projects over $100,000 (including project management, contract management, and/or construction, and/or design contracts) shall have the following duties and responsibilities with regard to the LSBOP:

Departments shall:

(1) Establish Project Specific Goals on all projects $100,000 and above.

(2) Submit the scope of work and cost estimate evaluations to the Director of minority and small business opportunities so appropriate local small business subcontracting goals may be determined.

(3) Assist the Director of minority and small business opportunities with setting Project Specific Goals.

(4) Assist in identification of available local small businesses.

(5) Gather and maintain data for those contracts which they manage.

(6) Submit subcontracting data to the Director of minority and small business opportunities within fourteen (14) days of progress payments and thirty (30) days of contract closeout.

(7) Submit to the Director of minority and small business opportunities, on or before the beginning of each Fiscal year, the Department's annual list of projects, listing all upcoming projects, estimating the probable monetary value, and stating the projected bid advertisement date.

(8) Indicate goals for local small businesses in solicitations for contracts that provide opportunities for local small business participation.

(9) Work with User Departments to monitor contracts to facilitate prompt payments to local small business and to be in compliance with Project Specific Goals and commitments.

(10) Track and report statistics regarding the effectiveness of the LSBOP, as measured by a review of data indicating prime and subcontractor spending with local small business, as required by the policies and procedures.

(c) *Methodology for Setting Local Small Business Project Specific Goals.* The Director of minority and small business opportunities in consultation with User Department shall establish a local small business goal for all contracts through rules and guidelines for the implementation of the LSBOP. Such methodology shall take into account the reasonably known availability of subcontracting opportunities that local small businesses can perform on each contract. Local small business goals should be calculated based upon specific contracting, subcontracting, and/or supplier opportunity and the availability of local small business registered in Augusta, Georgia's directory. For federally funded projects, this will be achieved by applying the Federal Guidelines for setting Goals 49 CFR Parts 26-45.

(d) *Post Contract Award Requirements.* The purpose of this sub-section is to establish requirements for contractor compliance with the LSBOP after a contract has been awarded. This is incorporated into all Augusta, Georgia Contracts for which a local small business goal has been established or negotiated.

(1) Contractors shall have an affirmative, ongoing obligation to meet or exceed the committed local small business goal for the duration of the contract. The Augusta, Georgia may deem a contractor to be in violation of the LSBOP and in breach of its contract if at any time Augusta, Georgia determines that: (a) The

contractor will not meet the committed local small business goals; and (b) the reasons for the contractor's failure are within the contractor's control. For example, if a contractor does not meet the local small business goal because the contractor terminated a local small business without cause or if the contractor caused and local small business to withdraw from the project without justification, then Augusta, Georgia is justified in finding the contractor to be in violation of the LSBOP.

(2) Exceptions. A contractor shall not be deemed in violation of this Program for failure to meet the committed local small business goal to the extent such failure is directly attributable to:

(i) Augusta, Georgia reducing the scope of a contract so as to eliminate or reduce work that was going to be performed by local small businesses (whether through a change order, contract amendment, force account or otherwise);

(ii) A local small businesses voluntary withdrawal from the project, if the contract demonstrates that such withdrawal was beyond the contractor's reasonable control, so long as the contractor complied with the Good Faith Efforts to replace the local small business with another local small business; or

(iii) Termination or reduction in the work of a local small business, if the contractor demonstrates that such termination was consistent with the terms of this Program, and that the contractor complied with the Good Faith Efforts to replace the local small business with another local small business.

(3) Contractors have an ongoing, affirmative obligation to ensure that local small businesses performing on the contract are performing a Commercially Useful Function. A contractor shall be in violation of the LSBOP and in breach of its contract if it lists a local small business to receive credit toward a committed local small business goal with knowledge that the local small business will be acting as a conduit or will otherwise not be performing a Commercially Useful Function reasonably commensurate with the payment amount for which the contractor will be seeking credit.

(4) Contractors shall not terminate, replace or reduce the work of a local small business that the contractor has counted toward meeting the committed local small business unless:

(i) The local small business refuses to enter into a contract consistent with the local small business' Letter of Intent;

(ii) The local small business materially breaches its contract with the contractor;

(iii) Augusta, Georgia reduces the contract scope of work so as to eliminate or reduce the work that the local small business was to perform; or

(iv) The local small business voluntarily withdraws from the contract for reasons not within the contractor's reasonable control.

(5) Contractor shall provide the User Department, the Director of minority and small business opportunities and the Procurement Director written notice prior to replacing or terminating a local small business on a contract. The notice shall identify the local small business and the contract; state the reason for the termination or replacement and state the proposed date on which such termination or replacement will occur. Unless the circumstances necessitate immediate termination or replacement, the contractor shall provide such notice to the User Department, and the Director of minority and small business opportunities at least five (5) Business Days before the contractor terminates the local small business. The contractor shall further provide written notice to the local small business stating the reasons for the termination. Unless circumstances dictate otherwise, the contractor shall provide such notice before termination is to occur.

(6) Good Faith Efforts to replace a local small business to a contract. When a local small business withdraws or is terminated from a contract for any reason, the contractor shall comply with the Good Faith Efforts requirement to replace the departing local small business with another local small business. Likewise, when new opportunities for subcontracting arise on a contract and Augusta, Georgia sets a supplemental local small business goal, the contractors shall comply with the Good Faith Efforts set in an effort to meet the supplemental local small business goal.

(7) Utilization Reports and Documentation of Payment. Contractors shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

(e) *Departmental purchase requirements (small purchases, quotations, or informal bids).* Subject to the dollar limits set forth under Augusta, Georgia ordinance, departments are authorized to make small purchases using Agency Purchase Orders. Departments shall be directed by Augusta, Georgia Administrator to utilize local small businesses on small purchases whenever possible and appropriate.

(1) The Director of minority and small business opportunities shall make available to every Augusta, Georgia department a directory of registered local small businesses and encourage their use of by departments.

(2) The Director of minority and small business opportunities shall provide annual training to all Augusta, Georgia Departments on the LSBOP.

(3) The Director of minority and small business opportunities shall ensure that all Augusta, Georgia specifications for goods and services do not contain any unnecessary impediment to local small business participation in the bid process.

(4) For small purchases, quotations or informal bids, the Using Department will solicit bids from registered local small businesses to supply the required materials, equipment, supplies or services using the local small business Registry created and maintained by the Director of minority and small business opportunities.

(5) The Director of minority and small business opportunities and Procurement Department will attempt to identify qualified local small businesses and will include such local small business in bid/quote solicitation lists.

(6) The Director of minority and small business opportunities will make recommendations to the Procurement Director and User Departments when specification appears to impede local small businesses from competitively participating in a bid.

(f) *Procurement Department and User Agency Responsibilities.*

(1) For purchases on which written bids are sought, registered local small businesses which are ready, willing and able to perform the required services or provide the required commodity will be solicited for a written quotation or bid.

(2) Purchases from local small businesses shall be tracked by the Director of minority and small business opportunities with the assistance and cooperation of the user Departments.

(g) *Maintenance of Records.*

(1) The Director of minority and small business opportunities, with the assistance of the Department of Information Technology, shall compile data on local small business participation as well as women and minority owned business participation. Information on prime contract awards and subcontractor utilization will be maintained by the Director of minority and small business opportunities which will gather information from all user Departments on a quarterly basis.

(2) Local small business utilization statistics shall be maintained in the following manner:

(i) Contracts and purchases shall be grouped into four categories: construction, professional services, general services and materials/equipment/supplies.

(ii) Statistics shall measure overall awards to local small businesses and to women and minority owned businesses by category of purchase (i.e. construction, professional services, general services, and materials/equipment/supplies).

(iii) All data necessary to evaluate the effectiveness of the LSBOP in reducing discrimination against minority and women owned businesses shall be kept and maintained by the Director of minority and small business opportunities.

(3) Data collection is an important aspect of evaluating the effectiveness of the LSBOP. The LSBOP is a race and gender neutral program and all data collection efforts shall be for evaluating purposes only. The following statistics shall be reported not less than annually to the Augusta, Georgia Commission by the Director of minority and small business opportunities.

(i) Regarding purchases of professional services, general services and material/equipment/supplies made through the competitive bid and quotation process:

(a) Total value of purchases.

(b) Total value of purchases from local small businesses.

(c) Total value of purchases from women owned businesses.

(d) Total value of purchases from minority owned businesses.

(ii) Regarding small purchases by operating department using Agency Purchase Orders:

(a) Total value of small purchases by Augusta, Georgia Department.
(b) Total value of small purchases from local small businesses by Department.
(c) Total value of small purchases from women owned businesses by Department.
(d) Total value of small purchases from minority owned businesses by Department.

(iii) Regarding construction purchases:

(a) Total value of construction contract awards.
(b) Total value of construction contracts awarded to local small businesses as prime contractors.
(c) Total value of subcontracts awarded to local small businesses.
(d) Total value of subcontracts awarded to women owned businesses.
(e) Total value of subcontracts awarded to minority owned businesses.

(h) *Compliance.*

(1) It will be the duty of the Procurement Director to ensure that bids or proposals issued from the Procurement Department adhere to the provisions set forth in this Policy.

(2) The Director of minority and small business opportunities, and all department directors will assume responsibility for evaluating compliance with this program in their respective contract areas and will review, on a continuing basis, all aspects of the program's operations to assure that the purpose is being attained and reporting same to the Director of minority and small business opportunities for tracking and annual report purposes.

(3) Each Augusta, Georgia contract will contain a provision requiring compliance with this policy including maintenance of records, good faith efforts, and maintenance of information necessary to document compliance with, and effectiveness of the LSBOP. This shall include the right of the Director of minority and small business opportunities and any compliance personnel to inspect such records. Compliance records will be a part of the official files located in the Procurement Office.

(4) The Director of minority and small business opportunities shall be responsible for evaluating good faith efforts documentation and subcontractor information submitted by bidders in conformance with, the AUGUSTA, GA. CODE and any State and Federal Laws applicable to any bid specifications for competitive sealed bid or competitive sealed proposal projects prior to award of the contract.

(5) Each Augusta, Georgia contract will contain a provision prohibiting any agreements between a contractor and a local small business in which the local small business promises not to provide subcontracting quotations to other bidders or potential bidders.

(i) *Competitive Bids.*

Nothing in this Policy is to be construed to require Augusta, Georgia to award a bid contract to other than the lowest responsible bidder, or to require contractors to award to subcontractors, or

to make significant material purchases from local small businesses who do not submit the best overall pricing to Augusta, Georgia.

(j) *Outreach.*

To maximize the identification, registration and utilization of local small businesses, the following efforts will be undertaken by the Director of minority and small business opportunities:

(1) Increase efforts to locate and register additional vendors, service providers, and construction contractors that can provide goods and services for Augusta, Georgia through media, vendor fairs, and electronic message boards.

(2) As Georgia Department of Transportation, Federal Transit Administration, Department of Defense and Federal Aviation Administration certified construction contractors are located, invite local firms to register with Augusta, Georgia in accordance with the requirements of this Article in order to create an enhanced resource to using departments, buyers and prime contractors to locate registered local small businesses for projects that can utilize local small businesses for a commercially useful function.

(3) Supply information to the Board of Commissioners regarding the LSBOP and offer opportunities for ways in which the Board of Commission can be an advocate of the LSBOP.

Sec. 1-10-130. Exceptions – federally funded projects.

In accordance with § 1-10-8 and Chapter 10B, the LSBOP shall only be utilized with federally funded projects, solicitations or contracts as authorized by federal (and Georgia) laws, regulations and conditions applicable to such projects. To the extent that there are any conflicts between any such laws, regulations or conditions and the LSBOP, the federal (and Georgia) laws, regulations and conditions shall control.

Sec. 1-10-131. Citizens Small Business Advisory Board.

A Citizens' Small Business Advisory Board (CSBAB) shall be constituted to advise the Commission and Director of minority and small business opportunities on matters related to this ordinance, and to meet with local small businesses, to review and provide input as to the issues in program administration. *See* Consolidation Act § 14(d). Members are appointed by the Mayor, Commission and the Richmond County Legislative Delegation. A list of the appointees is maintained in the Clerk of Commission's Office and is incorporated herein by reference.

Sec. 1-10-132 through Sec. 1-10-999. Reserved.

ARTICLE 11

COOPERATIVE PROCUREMENT

Sec. 1-10-96. Cooperative procurement agreement.

Cooperative procurement may be agreed to between Augusta, Georgia and other public procurement units. Written agreements are encouraged so as to clearly document the requirements and any special conditions of purchase should a public solicitation be utilized.

Sec. 1-10-97. Sale, acquisition, or use of supplies.

Augusta, Georgia may sell surplus supplies at the direction of the Administrator. Augusta, Georgia may sell to, acquire from, or use any supplies belonging to another public procurement unit independent of the requirements of Article 6 (Procurement Source Selection Methods and Contract Awards).

Sec. 1-10-98. Cooperative use of supplies or services.

Augusta, Georgia may enter into an agreement with any public procurement unit for the cooperative use of supplies or services under the terms agreed upon between the parties.

Sec. 1-10-99. Joint use of facilities.

Augusta, Georgia may enter into agreements for the common or joint use or lease of warehousing facilities, capital equipment, and other facilities with any public procurement unit under the terms agreed upon between the parties.

Sec. 1-10-100. Use of state contracts.

Augusta, Georgia may procure supplies, services or construction items through contracts established by the Procurement Division of the State of Georgia where such contracts and contractors substantially meet the requirements of the AUGUSTA, GA. CODE.

Sec. 1-10-101. Purchase of surplus and excess property.

Augusta, Georgia may purchase surplus and excess personal and real property from the United States Government or any other public procurement unit upon verification of need, fund availability, and approval by the appropriate level of authority within Augusta, Georgia.

Sec. 1-10-102. Waiver.

Any use of cooperative procurement as described above is independent of the requirements for source selection and contract award as described in Article 6 of this chapter.

ARTICLE 12

CONTRACT ADMINISTRATION AND MANAGEMENT

Sec. 1-10-103. Purpose.

A contract administration system, designed to insure that a contractor is performing in accordance with the solicitation under which the contract was awarded, shall be maintained by the Procurement Director with assistance from the using agency. Effective administration therefore includes the development of concise and competitive specifications, well developed terms and conditions of contract, and prompt, efficient day-to-day administration. Contract administration generally shall be the responsibility of the using agency requesting the commodity, general or construction service, except that certain specialized contracts may be administered by selected trade professionals, e.g., architects, engineers, construction managers, etc.

Sec. 1-10-104. Augusta, Georgia contracts and contract clauses.

(a) Use of model (standard) contracts and clauses. The Procurement Director, after consultation with the Augusta, Georgia Administrator, using agency head, and Augusta, Georgia General Counsel, may establish standard contract clauses for use in Augusta, Georgia contracts for various commodities, services and construction products. Such contracts shall include provisions necessary to clearly define the responsibilities and rights of the parties to the contract.

(b) Provisions of Augusta, Georgia contracts. Whether designed as a model or standard contract provision or specifically tailored for a particular contract, all Augusta, Georgia contracts should include provisions for:

(1) The unilateral right of Augusta, Georgia to order in writing a temporary stopping of the work, or delaying performance that does not alter the scope, of the contract;

(2) Variations, occurring between estimated quantities of work in contract and actual quantities;

(3) Defective pricing;

(4) Liquidated damages;

(5) Specified excuses for delay or non-performance;

(6) Termination of the contract for default;

(7) Termination of the contract in whole or in part for the convenience of Augusta, Georgia;

(8) Payment procedures;

(9) Hold harmless provisions;

(10) Prohibition against contingent fees;

(11) Suspension of work on a construction project ordered by Augusta, Georgia;

(12) Site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:

(i) When the contract is negotiated,

(ii) When the contractor provides the site or design, or

(iii) When the parties have otherwise agreed with respect to the risk of differing site conditions, and

(13) Insurance requirements.

(14) Contractor's consent to venue in the Superior Court of Richmond County, Georgia;

(15) Provision that the terms of the contract supersedes any and all provisions of the Georgia Prompt Pay Act.

(16) An acknowledgement by all parties contracting with Augusta, Georgia as follows:

Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized,

including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

(17) Use of Augusta, Georgia Landfill. All contracts for contractors performing demolition and/or construction projects for Augusta, Georgia shall contain a provision requiring that all debris, trash and rubble from the project be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The contractor shall provide evidence of proper disposal through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal and all related fees.

(18) All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their *E-Verify number* and must be in compliance with the electronic verification of work authorized 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, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

(19) All contracts shall provide that Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of a contractor or subcontractor or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

Sec. 1-10-105. Contract modification and price adjustments.

(a) *Modifications*. Every modification to a contract with Augusta, Georgia (except those entered into pursuant to § 1-10-54) shall be subject to approval by the Commission prior to execution. A contract modification does not require Commission action if a contingency amount has been approved and the contract modification is within that amount and provided the Augusta, Georgia Administrator has been contractually or otherwise specifically designated by the Commission for such purpose.

(b) In instances where the Procurement Director, the using agency head or Administrator, determine that the contract modification or change order cannot be delayed without substantial delay and cost to Augusta, Georgia and funds are available and the appropriate budget transfer is made, the Administrator may authorize the appropriate action.

(c) *Price adjustments.* Adjustments in price in contracts shall be computed in one or more of the following ways:

(1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(2) By unit prices specified in the contract or subsequently agreed upon;

(3) By the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon; and

(4) In such other manner as the contracting parties may mutually agree upon.

Sec. 1-10-106. Retainage.

(a) *Maximum amount to be withheld.* In any contract or subcontract for construction which provides for progress payments in installments based upon an estimated percentage of completion with a percentage of the contract's proceeds to be retained by Augusta, Georgia pending completion of the contract or subcontract, the retained amount of each progress payment or installment shall be no more than ten (10) percent). The retainage may be reduced to five (5) percent after fifty (50) percent of the work is complete if Augusta, Georgia desires.

(b) *When used.* Retainage may be applied to any construction contract, regardless of the dollar amount and its use shall be set forth in the invitation for bids or proposals.

(c) *Release of retainage.* Funds held by Augusta, Georgia as retainage under the contract shall be released upon completion and acceptance of work except as described in the contract.

(d) *No interest on retainage.* No interest shall be due to any contractor on any sum held as retainage pursuant to any construction contract.

Sec. 1-10-107. Approval of accounting system.

Except with respect to firm fixed-price contracts, no contract type shall be used unless it has been determined in writing by Augusta, Georgia that:

(a) The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type completed; and

(b) The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

Sec. 1-10-108. Contractual provisions for auditing records.

(a) *Audit of costs or pricing data.* All contracts shall provide that Augusta, Georgia may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data to the extent that such books, documents, papers, and records are pertinent to such cost or pricing data. Any person who received a contract, change order, or contract modification for which cost or pricing data is required, shall maintain such books, documents, papers, and records that are pertinent to such cost or pricing data for three (3) years from the date of final payment under the contract.

(b) *Contract audit.* All contracts shall provide that Augusta, Georgia shall be entitled to audit the books and records of a contractor or subcontractor at any time under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers, and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract.

ARTICLE 13
DISADVANTAGED BUSINESS ENTERPRISES PROGRAM FOR DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSPORTATION ADMINISTRATION, FEDERAL AVIATION ADMINISTRATION AND OTHER FEDERALLY ASSISTED CONTRACTS

Sec. 1-10-109. Purpose.

The purpose of this Disadvantaged Business Enterprises program is to comply with U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and other federal and state mandated DBE requirements for certain DOT, FTA, FAA, and other federal and state assisted contracts as required by 49 C.F.R. Part 26, *et. seq.* and/or 49 C.F.R. Part 23, *et. seq.*

Sec. 1-10-110. Definitions.

(a) *Generally.* Those definitions set forth in Chapter 10 of the Code of Ordinances shall also apply to this Article, except as provided in this section.

(b) *Specifically.*

(1) Airport Concessionaire Disadvantaged Business Enterprises (ACDBEs) means a concession that is a for-profit small business concern that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individual; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(2) Department of Transportation (DOT) means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) and the Federal Aviation Administration (FAA).

(3) Disadvantaged Business Enterprise (DBE) means a for-profit small business concern that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged, or in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(4) DOT assisted contract means any contract between a recipient and a contractor (at any tier) funded in whole or in part with DOT financial assistance, including letter of credit or loan guarantees, except a contract solely for the purchase of land.

(5) Good faith efforts means efforts to achieve a DBE goal or other requirement which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Sec. 1-10-111 Limitations.

This DBE program is only for DOT, FTA and FAA assisted contracts and other federal or state funded contracts having mandatory DBE requirements.

Sec. 1-10-112. Policy statement.

Augusta, Georgia is committed to ensuring that all DBE requirements of federal and state funded contracts will be implemented by Augusta, Georgia. The Director of minority and small business opportunities shall serve as the DBE Liaison Officer and is responsible for accomplishing the objectives of this program. The objectives of this DBE program are:

(a) To ensure nondiscrimination in the award and administration of DOT, FTA, FAA and other contracts covered by this program, including highway, transit, and airport financial assistance programs;

(b) To create a level playing field on which DBEs can compete fairly for DOT, FTA, FAA and other contracts covered by this program;

(c) To ensure that the this DBE program is narrowly tailored in accordance with applicable law;

(d) To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs;

(e) To help remove barriers to the participation of DBEs in DOT, FTA, FAA and other contracts covered by this program;

(f) To assist in the development of firms that can compete successfully in the marketplace outside the DBE program; and

(g) To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Sec. 1-10-113. DBE liaison officer.

The Chief Executive Officer concerning DBE Program matters for Augusta, Georgia shall be the Mayor of Augusta, Georgia. Augusta shall have a DBE Liaison Officer who shall have direct, independent access to the Mayor concerning DBE Program matters. The DBE Liaison Officer shall have the following duties and responsibilities:

(a) Gathering and reporting statistical data and other information as required by DOT, FTA, FAA and other contracts covered by this program.

(a) Reviewing third party contracts and purchase requisitions for compliance with this program.

(b) Working with all departments to set overall annual goals or as required by federal law.

(c) Ensuring that bid notices and requests for proposals are available to DBEs in a timely manner.

(d) Identifying contracts and procurements so that DBE goals are included in solicitations covered by this DBE Program.

(e) Analyzing Augusta, Georgia's progress toward attainment and identifying ways to improve progress.

(f) Participating in pre-bid meetings.

(g) Advising the Commission on DBE matters and achievement.

(h) Providing DBEs with information and assistance in preparing bids, obtaining bonding and insurance.

(i) Planning and participating in DBE training seminars.

(j) Certifying DBEs according to the criteria set by DOT and FTA and acting as liaison to the Uniform Certification Process in Georgia.

(k) Providing outreach to DBEs and community organizations to advise them of

opportunities.

(l) Maintaining the DBE bidder's list for DOT, FTA and other contracts covered by this program as provided in § 1-10-117.

(m) Ensuring that all aspects of this DBE Program are complied with by participants and using agencies.

Sec. 1-10-114. DBE financial institutions.

For projects containing federal or state mandated DBE requirements, Augusta, Georgia must thoroughly investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in Augusta, Georgia and must make reasonable efforts to use these institutions and encourage prime contractors to use these institutions.

Sec. 1-10-115. Prompt payment mechanisms.

(a) For projects containing federal or state mandated DBE requirements, Augusta, Georgia will include a contract clause requiring prime contractors to pay subcontractors for satisfactory performance for their contracts no later than thirty (30) days from receipt of each payment made by Augusta, Georgia to the prime contractor.

(b) Augusta, Georgia will ensure prompt and full payment of retainage from the prime contractor to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed by using one or more of the following methods:

(1) Declining to hold retainage from prime contractors and prohibiting prime contractors from holding retainage from subcontractors.

(2) Declining to hold retainage from prime contractors and requiring a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

(3) Holding retainage from prime contractors and providing for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within thirty (30) days after Augusta, Georgia's payment to the prime contractor.

(4) Requiring a contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.

(5) Requiring a contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(c) Augusta, Georgia shall have the power and authority to enforce all of the provisions of this subsection and may implement suspension and debarment for non-compliance as provided in Article 8.

Sec. 1-10-116. Wage requirements for federally funded projects.

Wage requirements. When a project has federal funds, the prevailing wages paid shall correspond as nearly as practicable to those prescribed in the Federal Davis Bacon Act when required. The wage scale shall be posted by the contractor in a prominent and easily accessible place at the site of work in accordance with Federal Government requirements.

Sec. 1-10-117. DBE bidder's list for federally assisted contracts.

(a) The DBE Liaison Officer will maintain a bidder's list, consisting of information about all DBE and non-DBE firms that bid or quote on federally assisted contracts. The purpose of this requirement is to allow use of the bidder's list approach to calculating overall goals. The bidder's list will include the name, address, DBE/non-DBE status, age, and annual gross receipts of firms and the types of work each firm has been certified to perform as a DBE. The DBE Liaison Officer shall revise the bidder's list at least annually and make updated information available to contractors and the public.

(b) The DBE Liaison Officer may collect this information in the following ways:

(1) Including a contract clause in all DOT and FTA assisted contracts requiring prime bidders to report the name, address, DBE/non-DBE status and gross receipts of all firms who quote to them on subcontracts.

(2) Submitting surveys of a statistically sound sample of firms in the Augusta, Georgia regional area.

(3) Including a notice in solicitations and on the Augusta, Georgia website requesting that firms quoting on subcontracts submit their name, address, DBE/non-DBE status and gross receipts directly to the DBE Liaison Officer.

Sec. 1-10-118. Overconcentration of DBE firms in certain types of work.

(a) The DBE Liaison Officer shall annually review the availability of DBE and non-DBE firms in the different types of work which Augusta, Georgia utilizes and make a preliminary determination as to whether DBE firms may be so overconcentrated in a certain type of work as to unduly burden the opportunity of non–DBE firms to participate in one or more types of work. Any preliminary determination by the DBE Liaison Officer shall be submitted to the concerned DOT or FTA operating administration for a

final determination of overconcentration.

(b) Subject to approval required in subsection (c) below, when an overconcentration of DBE firms in a certain type of work is determined to exist, the DBE Liaison Officer may provide: technical assistance, business development programs, mentor-protégé programs, and other appropriate measures designed to assist DBEs in performing work outside of the specific field in which there is an overconcentration of DBE firms.

(c) Before implementing any of the measures provided in subsection (b) above, the DBE Liaison Officer shall obtain the approval of the concerned DOT or FTA operating administration.

Sec. 1-10-119. Compliance with DBE Program requirements.

(a) All prime contractors and subcontractors choosing to participate in a project subject to this DBE Program must comply with all parts of this program as well as all federal, state and local law applicable to such projects.

(b) The DBE Liaison Officer shall, for every project subject to this DBE Program, keep and maintain a running tally of actual DBE attainments (e.g., payments actually made to DBE firms), including a means of comparing these attainments to commitments. In reports of DBE participation to the Department, the DBE Liaison Officer shall display both commitments and attainments.

(c) Augusta, Georgia shall not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any solicitation, bid or contract on the basis of race, color, sex, or national origin.

(d) The DBE Liaison Officer is responsible for submitting DOT form 4630 to the FTA and FHWA on a quarterly basis and to the FAA as required by 49 C.F.R. Part 26 or 49 C.F.R. Part 23.

Sec. 1-10-120. DBE Program overall goals.

(a) The DBE Liaison Officer shall establish an annual overall goal for this program in accordance with 49 C.F.R. Part 26 and shall annually submit such goal to FHWA, FTA or FAA as appropriate. Neither quotas nor set-asides for DBEs are permitted in this program. Augusta, Georgia may only use the means authorized by 49 C.F.R. Part 26.51 to meet overall goals.

(b) For ACDBE projects the DBE Liaison Officer shall establish goals in compliance with 49 C.F.R. Part 23.21, *et. seq.*

Sec. 1-10-121. Severability.

Should any section, paragraph, subdivision, clause, phrase, or provision of this chapter be adjudged invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of this chapter as a whole or any part or provisions thereof, other than the part so decided to be invalid or unconstitutional.

Appendix C: Monitoring Firm and Debris Removal Contractors

Monitoring Firm

Company	Point of Contact	Contact Information
Witt O'Brien's	Valarie Philipp	vphilipp@wittobriens.com (954) 627-5309

Debris Removal Contractors

Company	Point of Contact	Contact Information
CERES	Gail Hanscom	Gail.hanscom@ceresnv.com (800) 218-4424

Appendix D: Debris Forecasting & Estimation

I. Introduction

a. The purpose of this section is to present various debris forecasting and estimating techniques, including various tools and rules of thumb to assist jurisdictional debris manager's plan for large scale debris operations.

b. Natural and man-made disasters produce a variety of debris that may include, but is not limited to, such things as vegetative debris, sand, gravel, construction and demolition debris (C&D), vehicles, and personal property. Such natural disasters will require the removal of debris from public and private lands and waterways.

II. Debris Forecasting

a. Debris forecasting is done pre-event to predict the amount of debris by type of disaster. By forecasting the type and quantity of debris, the scope of work of the debris management operations is better defined. While debris forecasting is based on assumptions and estimations, the data collected can be used to determine the number of debris contractors needed, the number and size of TDMS locations, and the final disposal procedure and location for disaster-related debris.

b. Certain assumptions must be made in the planning process concerning the type and magnitude of debris generating events. There are three basic techniques used for debris forecasting. These techniques include:

   i. Historical Data: An analysis of historical events for Augusta-Richmond County and surrounding counties to identify past debris generating events and the magnitude of the events. In order to complete a historical analysis of prior events, some basic information should be gathered:

      1. Prior event(s) should be selected from your community or surrounding communities that would most likely affect your community in the present and future. The community Hazard Mitigation Plan can assist in deciding which types of events to plan for.
      2. Interview key staff members responsible for debris activities to determine what procedures in the process were effective and areas identified for improvement.

   ii. Hazard/Risk Analysis: Used to determine the types and quantities of debris generated by different events by determining what events are more likely to affect the area.

   iii. Computer Models: Programs have been developed to provide reasonable debris predictions for communities under various disaster types. Using the Geographical Information System (GIS) to visualize the effects of a disaster on a community. Types of interactive models are:

      1. U.S. Army Corps of Engineers (USACE)

2. Hazus
3. Private Industry

III. Debris Estimating

The USACE Emergency Management staff has developed a modeling methodology designed to forecast potential amounts of hurricane-generated debris. The estimated quantities produced by the model have a predicted accuracy of +/-30%.

a. The primary factor used by the model is the number of households in a developed urban/suburban area.
b. Other factors used include:
c. Cubic yards of debris generated per household per storm category
d. Vegetative cover
e. Commercial density
f. Precipitation
g. The model formula: **Q= H(C)(V)(B)(S)** where:
   i. **Q**= quantity of debris in cubic yards
   ii. **H**= number of households
   iii. **C**= storm category factor in cubic yards
   iv. **V**= vegetation characteristic multiplier
   v. **S**= storm precipitation characteristic multiplier
h. **C** is the storm category factor. It expresses debris quantity in cubic yards per household by hurricane category and includes the house and its contents, and vegetation.

Hurricane Category	Value of "C" Factor
1	2 cy
2	8 cy
3	26 cy
4	50 cy
5	80 y

i. **V** is the vegetation multiplier. It acts to increase the quantity of debris by adding vegetation on public rights-of-way.

Vegetative Cover	Value of "V" Multiplier
Light	1.1
Medium	1.3
Heavy	1.5

j. **B** is the multiplier that takes into account areas that are not solely single-family residential; it includes retail stores, schools, apartments, shopping centers, and light industrial/manufacturing facilities.

Commercial Density	Value of "B" Multiplier
Light	1.0
Medium	1.2

Heavy	1.3

k. **S** is the precipitation multiplier that takes into account either "wet" or "dry" storm events.

Precipitation Characteristic	Value of "S" Multiplier
Light	1.1
Medium	1.3
Heavy	1.5

IV. The type and quantity of debris that the County will face will be dependent upon the type of disaster. The County has used a hazard risk analysis to determine the disasters that will reasonably affect them. The County will rely on historical records, current GIS mapping information, and the use of the standard debris estimating guidelines:

a. 25-30 cubic yards (cy) for homes without a basement
b. 45-50 cy for homes with a basement
c. 290 cy for a single wide mobile home
d. 415 cy for a double wide mobile home

Appendix E: Estimated Debris Quantities for Augusta-Richmond County

Category 2	96 - 100 mph
Category 3	111 - 130 mph
Category 4	131 - 155 mph
Category 5	156+ mph

Quantities

Population: 202003

			Units	Estimated damage @ 50% of total single family homes				
				Category 1	**Category 2**	**Category 3**	**Category 4**	**Category 5**
Single Family Homes Affected (=Pop./3)	67334	0.5		33667.16667	33667.16667	33667.16667	33667.16667	33667.16667
Category Factor			C	2	8	26	50	80
Vegetation Factor			V	1.5	1.5	1.5	1.5	1.5
Commercial Density			B	1	1	1	1	1
Precipitation			S	1.3	1.3	1.3	1.3	1.3
Q = H(C)(V)(B)(S)			CY	131,302	525,208	1,706,925	3,282,549	5,252,078

Debris Reduction Site Requirements

1 Acre (ac)		4849						
10 Feet Stack Height		3.3						
Total Volume per Acre		16001.7						
Q			CY	131,302	525,208	1,706,925	3,282,549	5,252,078
Acres Required			ac	8	33	107	205	328
Road Buffers, etc.		1.66	ac	14	54	177	341	545
Square Miles Required		640	Sq. Miles	0.0	0.1	0.3	0.5	0.9

Debris Classification

Clean Woody Debris		30%	CY	39,391	157,562	512,078	984,765	1,575,623
Mixed C&D		70%	CY	91,911	367,645	1,194,848	2,297,784	3,676,455
Burnable		42%	CY	38,603	154,411	501,836	965,069	1,544,111
Soil		5%	CY	4,596	18,382	59,742	114,889	183,823
Metals		15%	CY	13,787	55,147	179,227	344,668	551,468
Landfilled		38%	CY	34,926	139,705	454,042	873,158	1,397,053

Appendix F: Health & Safety

A. **Purpose**

The purpose of this health and safety strategy is to supplement existing safety guidelines with regard to debris removal activities. These are recommended baseline safety provisions. Ultimately, health and safety is the responsibility of the contracted parties involved in debris removal activities. This document will outline some general steps necessary to provide a safe work environment for the employees of the monitoring firm and debris removal contractors. In addition, this document will identify some representative work hazards as well as appropriate measures to reduce risk of injury.

B. **Dissemination of Information**

Debris monitoring and removal contractors' project managers will be provided with this document and will be expected to disseminate the information and guidelines to their respective personnel. A copy of the document should be available for consultation. In addition, elements of the document will be reviewed periodically throughout the project to increase worker awareness.

C. **Compliance**

Debris monitoring and removal contractors' project managers are responsible for the health and safety compliance of their respective personnel and subcontractors. Any crews or individuals that are not compliant shall be suspended from debris removal activities until the situation is remedied. Frequent offenders of safety policies and procedures will be dismissed from the project entirely.

D. **Job Hazard Assessment**

Though debris removal activities are fairly similar among events, assessing the particular hazards of each disaster is an important part of maintaining health and safety for the debris removal workers. At a minimum, the following areas of focus should be considered as part of a job hazard assessment.

i. **Disaster Debris**

Disasters that result in property damage typically generate large quantities of debris which must be collected and transported for disposal. The type of debris varies depending on the event (e.g. type, strength, duration). In addition, the disaster debris produces a host of uneven surfaces which must be carefully traveled.

ii. **Debris Removal**

Often the removal of disaster debris involves working with splintered or sharp edges of vegetative or construction material debris. Many disasters involve heavy rains or flooding. Consequently, disaster debris is damp and heavier than usual. As weights increase, so does the risk of injury.

iii. **Removal Equipment**

In most disasters, debris must be removed from the public right-of-way to provide access for emergency vehicles and subsequent recovery efforts. Debris collection and removal requires the use of heavy equipment and power tools to trim, separate and clear disaster debris.

iv. **Traffic Safety**

The right-of-way is located primarily on publicly maintained roads. As a result, much of the debris removal process takes place in traffic of varying levels of congestion. In addition, disasters often damage road signs, challenging safety on the road.

v. **Wildlife Awareness**

Disasters are traumatic events for people as well as wildlife. Displaced animals, reptiles and insects pose a hazard to debris removal workers.

vi. **Debris Disposal**

After disaster debris is collected it is often transported to a temporary debris management site (TDMS) location. Upon entry to a TDMS, the monitoring contractor will assess the volume of disaster debris being transported. The collection vehicle will then dispose of the disaster debris, at which time the debris is reduced either through a grinding operation or incineration. The TDMS is a common are for injury. Response and recovery workers in this environment are likely to be exposed to falling debris, heavy construction traffic, noise levels, dust, and airborne particles from the reduction process.

vii. **Climate**

Debris-generating disasters often occur in areas or seasons with extreme weather conditions. The effects of temperature and humidity on physical labor must be monitored, and proper work-rest intervals must be assessed.

E. **Administrative and Engineering Controls**

The use of administrative and engineering controls can greatly reduce the threats to public health and safety in debris removal activities. The following are some of the common administrative and engineering controls used in the debris removal process:

i. **Collection Operations**

a. Conduct debris removal operations during daylight hours only.
b. Limit cleanup operations to one side of the road at a time.
c. Limit collection work under overhead lines.
d. Inspect piles before using heavy equipment to remove them in order to ensure that there are no hazardous obstructions.
e. Make sure that all collection vehicles have properly functioning lights, horns, and backup alarms.
f. Load collection vehicles properly to prevent against overloading or unbalancing.
g. Cover and secure loads to prevent debris from falling to the roadway.

h. When monitoring the collection process, stay alert in traffic and use safe driving techniques.

ii. **Power Tools**

a. Inspect all power tools before use.
b. Do not use damaged or defective equipment.
c. Use power tools for their intended purpose.
d. Avoid using power tools in wet areas.

iii. **Debris Reducing Machinery (e.g., Grinders/Wood Chippers)**

a. Do not wear loose-fitting clothing.
b. Follow the manufacturer's guidelines and safety instructions.
c. Guard the feed and discharge ports.
d. Do not open access doors while equipment is running.
e. Always chock the trailer wheels to restrict rolling.
f. Maintain safe distances.
g. Never reach into operating equipment.
h. Use lock out/tag out protocol when maintaining equipment.

iv. **Debris Management Site/Disposal Operations**

a. Use jersey barriers and cones to properly mark traffic patterns.
b. Use proper flagging techniques for directing traffic.
c. Monitor towers must not exit into traffic and should have hand and guard rails to reduce trips and falls.
d. Monitor towers must have properly constructed access stairways with proper treads and risers and proper ascent angle (4:1 height/width ratio).
e. Monitor towers must be surrounded by jersey barriers which protect the tower and monitors from being struck by inbound or outbound collection vehicles.
f. Monitor towers should be located upwind from dust and particulate generating activities.
g. A water truck should spray the site daily to control airborne dust and debris.

F. **Personal Protective Equipment**

Personal Protective Equipment (PPE) is the last resort in providing a safe working environment for employees. PPE does not eliminate or even reduce the hazards as administrative and engineering controls do. PPE works to reduce the risk of injury by creating a protective barrier between individuals and workplace hazards. PPE should only be used for its intended purpose. For example, using the wrong type of respirator might expose the worker to carcinogenic particulates. Properly fitting equipment to the user may require examination by a medical professional. PPE that does not fit well will not provide maximum protection and will decrease the likelihood of the individual continuing to use the

equipment. Furthermore, improper use may result in serious injury or death. The proper use of the equipment is outlined in detail in the manufacturer's instructions.

The following PPE may be applicable in the standard right-of-way, right-of-entry, and vegetative, and construction and demolition debris removal activities:

i. **Head Protection**

This includes equipment designed to provide protection for an individual's head against hazards such as falling objects or the possibility of striking one's head against low hanging objects. PPE used to protect the head must comply with ANSI Z89.1-1986, "American National Standard for Personnel Protection-Protective Headwear for Industrial Workers-Requirements."

ii. **Foot Protection**

This includes equipment designed to provide protection for an individual's feet and toes against hazards such as falling or rolling objects, objects that may pierce the sole or upper section of the foot, etc. PPE used to protect the feet and toes must comply with ANSI Z-41-1991, "American National Standard for Personal Protection-Protective Footwear."

iii. **Hand Protection**

This includes equipment designed to provide protection for an individual's hands against hazards such as sharp or abrasive surfaces. The proper hand protection necessary is dependent upon the situation and characteristics of the gloves. For instance, specific gloves would be used for protection against electrical hazards, while the same gloves may not be appropriate in dealing with sharp or abrasive surfaces.

iv. **Vision/Face Protection**

This includes equipment designed to provide protection for an individual's eyes or face against hazards such as flying objects. PPE used to protect eyes and face must comply with ANSI Z87.1-1989, "American National Standard Practice for Occupational and Educational Eye and Face Protection." Again, the type of eye/face protection necessary is dependent upon the situation and characteristics of the equipment. For instance, eye and face protection used by individuals who are welding may not be appropriate for individuals operating a wood chipper.

v. **Hearing Protection**

This includes equipment designed to provide protection for an individual's hearing against prolonged exposure to high noise levels. According to the Occupational Safety and Health Administration (OSHA), the permissible level of sound is an average of 90 decibels over the course of an eight hour work day. For anything above the permissible sound exposure level, hearing protection is required. PPE used to protect hearing must comply with ANSI S3.19-1974, "American National Standard Practice for Personal Protection-Hearing Protection."

vi. **Respiratory Protection**

This includes equipment designed to provide protection for an individual's respiratory system against breathing air contaminated with hazardous gases, vapors, airborne

particles, etc. PPR used to protect the respiratory system must comply with ANSI Z88.2-1192. In addition, the use of respiratory protection required a qualitative fit test and in some cases a pulmonary fit test by a licensed medical professional.

G. **Personal Protective Equipment Debris Removal Activity**

PPE requirements are made based on the results of the job hazards assessment. The following list of PPE is organized by debris removal activity and is meant to be a representative list. Specific PPE requirements vary from location to location. In general, individuals involved in the debris removal process should personally monitor water consumption to avoid dehydration and use appropriate skin protection (e.g., breathable clothes, light colors, sunscreen). Ultimately, the selection of PPE is the responsibility of the monitoring firm and debris removal contractors' project managers.

i. **Debris Collection Monitoring**

The hazards of disaster debris collection monitoring include, but are not limited to, being struck by vehicle; falls or trips on uneven surfaces; and cuts, abrasions, or punctures from vegetative or C&D sharps. PPE requirements include the following:

a. Reflective vest
b. Foot protection (steel toe and shank or rugged shoes/boots)
c. Long pants

ii. **Debris Disposal Monitoring**

The hazards of disaster disposal monitoring include, but are not limited to, being struck by or caught in/between vehicles; falls or trips on stairs or uneven surfaces; cuts, abrasions, or punctures from vegetative or C&D sharps; and being struck by falling disaster debris. Monitor towers must be equipped with a first aid kit. PPE requirements include the following:

a. Reflective vest
b. Foot protection (steel toe and shank or rugged shoes/boots)
c. Long pants
d. Hard hat

iii. **Debris Removal**

The hazards of disaster debris removal include, but are not limited to, being struck by vehicles; falls or trips on uneven surfaces; cuts, abrasions, or punctures from vegetative or C&D sharps; and airborne debris. In addition, PPE requirements include the following:

a. Reflective vest
b. Vision and hearing protection
c. Foot protection (steel toe and shank or rugged shoes/boots)
d. Long pants
e. Hand protection (leather gloves are required for those handling debris)

iv. **Debris Reduction and Disposal**

The hazards of disaster debris reduction and disposal include, but are not limited to, being struck by or caught in between vehicles; falls or trips on uneven surfaces; cuts, abrasions, or punctures from vegetative or C&D sharps; being struck by falling disaster debris; and airborne particles. PPE requirements include the following:

a. Reflective vest
b. foot protection (steel toe and shank or rugged shoes/boots)
c. Vision and hearing protection
d. Long pants
e. Hard hat

v. **Debris Cutting and Trim Work**

The hazards of disaster debris cutting and trimming work include, but are not limited to, being struck by or caught in between vehicles; falls or trips on uneven surfaces; cuts, abrasions, or punctures from vegetative or C&D sharps; being struck by falling disaster debris; and airborne particles. PPE requirements include the following:

a. Reflective vest
b. Hand and foot protection (steel toe and shank or rugged shoes/boots)
c. Vision and hearing protection
d. Long pants
e. Gloves
f. Hard hat

For additional information regarding health and safety requirements, please contact Occupational Safety and Health Administration.

Appendix G: Press Information

The Emergency Management office is the primary agency responsible for coordinating County-wide press releases to the public regarding the debris removal process prior to and following an event. Press releases may be coordinated through the Joint Information Center (JIC) if established.

A. Pre-Event: Proactive public information programs should be developed to provide public information regarding debris handling procedures for all potential debris related events. Programs may incorporate the use of fliers, newspapers, radio, email, social media, and TV public service announcements to inform the public about:
    a. Definition of the types of debris
    b. Separating garbage from storm debris
    c. Segregating household hazardous waste
    d. Placing disaster debris at the curbside
    e. Keeping debris piles away from fire hydrants, valves, ditches, and mailboxes
    f. Reporting locations of illegal dump sites or incidents of illegal dumping
    g. Segregating recyclable materials
B. Post-Event: Following an event, the Emergency Management office helps coordinate proactive public information programs to assist debris cleanup and removal.
    a. Information provided will emphasize the actions the public can perform to expedite the cleanup process. These actions may include:
        i. Separating burnable and on-burnable debris
        ii. Segregating household and hazardous waste
        iii. Placing debris at the curbside
        iv. Keeping debris piles away from fire hydrants, valves, ditches, and mailboxes
        v. Reporting locations of illegal dump sites or incidents of illegal dumping
        vi. Segregating recyclable materials
        vii. Identification of TDMS locations
        viii. Debris pickup schedule
    b. The City should be proactive and develop a Post-Event Debris Information Campaign to keep the public informed regarding:
        i. Neighborhood debris pickup schedules
        ii. Approved debris disposal methods
        iii. State and Federal Environmental Protection Agency (EPA) regulations
        iv. Disposal procedures for self-help and independent contractors, along with the locations and times of operations for debris collection sites
        v. Restrictions and penalties for illegal dumping
    c. Additional questions that should be addressed:
        i. What is the pickup system?
        ii. When will the contractor be in my area?
        iii. Who are the contractors and how can I contact them?

iv. Should debris materials be separated and how?
v. How is household hazardous waste handled?
vi. Is there assistance for the elderly and disabled?

C. Press Release Templates

a. Pre-Event

For Immediate Release

The potential for severe weather is imminent for Richmond County and its residents. In anticipation of a likely large debris-generating event, residents are asked to secure or store all yard items that may become damaging projectiles. Once dangerous conditions subside and roads have been cleared of obstructions, residents should bring any debris to the public right-of-way for removal. The public right-of-way is the area of residential property that extends from the street to the sidewalk, ditch, utility pole or easement. Residents should separate clean, vegetative debris (woody burnable debris such as limbs and shrubbery) from construction and demolition debris. Household garbage, tires, or roof shingles cannot be combined with any storm debris. Do not place debris near any water meters, fire hydrants, or any other above ground utility.

Only debris placed on the public right-of-way will be eligible for collection until further notice. If all debris is not picked up during the initial pass, residents should continue to push remaining debris to the public right-of-way for collection on subsequent passes. Residential debris drop-off sites may be available and the locations will be announced when they are open for drop-off. Updated information on the temporary sites will be available on the City website at www.augustaga.gov.

Residents are encouraged to stay home until the danger has passed. Updates on conditions will be provided throughout the emergency time. Tune in to local news stations for updates. Updates will be provided to our media partners and distributed through the Richmond County Emergency Notification System. You can sign up for emergency notifications at www.augustaga.gov under the Emergency Management tab.

b. Post-Event

i. **First Release**

For Immediate Release

Augusta-Richmond County is beginning its recovery process in the wake of (*event name)*. Residents are asked to place any storm related debris on the public right-of-way. The public right-of-way is the area of residential property that extends from the street to the sidewalk, ditch, utility pole, or easement. Contract crews working with Environmental Services and the Engineering department will be working to remove large piles of debris, trees, and large branches.

The county will be collecting debris from the curb for the next *30 days*. If all debris is not picked up on the initial pass, please continue to push remaining debris to the right-of-way for collection on subsequent passes.

Environmental Services will be flexible on current standards for waste pick up. Regular solid waste pickup will resume its normal schedule (*insert date)*.

Please keep in mind the following items:

- Move all **clean,** vegetative debris (trees/limbs) from your property to the right of way; crews will not go on to private property to remove debris.

- Keep vegetative debris (woody debris such as limbs and shrubbery) separated from construction and demolition debris, as they will be collected separately. If debris is not separated, it cannot be collected.
- Ensure that debris is not placed over water meters, around mailboxes, street light poles, power poles or other structures that could be damaged by removal equipment. If placed in these areas, debris cannot be collected.
- Bagged debris is considered yard waste and will be picked up based on the regular solid waste schedule.

Please check the City website for more information on debris cleanup at www.augustaga.gov. For more information, please call 3-1-1.

ii. **Second Release**

For Immediate Release

Richmond County is clearing storm-related debris from the curb. The debris removal process will have 2 stages, *if required.*

Stage one will be right-of-way vegetative debris pick up. Richmond County residents should make every effort to separate clean, woody debris from construction and demolition debris. Please put as much organic, burnable debris at your right-of-way as possible. Please do not mix household trash, tires, or roof shingles with vegetative debris. If the debris is mixed, it will not be picked up.

The first pass for vegetative debris will start on *(insert date).*

If required: The second stage will be construction and demolition debris removal. Any shingles, siding, and treated wood will be removed during this phase. In order for the construction and demolition debris to be picked up, it must be a direct result of (insert name of incident). All reconstruction debris is the responsibility of the homeowner or homeowner hired contractor. Please do not mix hazardous materials, such as paint cans, aerosol sprays, batteries, or appliances with the construction of demolition debris. Those items must be dropped off at (insert location) during normal business hours.

If you have any questions or concerns about debris removal in your neighborhood, or the location of residential disposal sites, please call 3-1-1 or check the City of Augusta website at www.augustaga.gov for updates.

iii. **Final Release**

For Immediate Release

Richmond County is gearing up to begin the final pass for debris removal. Therefore, we are asking citizens to have all debris on the curb by *(insert date)* to ensure pick up as well as to meet our deadline of *(insert date)* for substantial completion of the removal. Debris placed on the curb after this date has no guarantee of being picked up.

During the second pass, the contractor will dedicate a majority of its resources to single zones until complete and move to the next zone. This will begin in *(insert zone)* and move south. Once a street is complete, the city's monitoring contractor will perform an inspection by a quality assurance supervisor to insure the street is clean and close it out. Once, this has been performed and the street is declared complete, the contractor will not return.

When placing debris, please use the following guidelines:

- Move all clean, vegetative debris (trees/limbs) from their property to the right of way; crews will not go on to private property to remove debris.
- If possible, consolidate smaller piles into large piles to allow for more efficient operation
- Construction debris, garbage, mattresses, couches, or materials other than vegetative debris should not be mixed with vegetative debris for removal; these materials will not be picked up if mixed.
- No bagged yard waste will be picked up as this will be picked up by your normal collection.
- Ensure that debris is not placed over water meters, around mailboxes, street light poles, power poles or other structures that could be damaged by removal equipment.

It should be noted that during the close out period, some smaller loose piles of material that cannot be collected by large contractor equipment should be placed into brown yard bags (also known as kraft bags) for normal collection. These will be picked up by your normal solid waste collection.

It is also, important to remember that as the streets are closed and deemed complete, normal solid waste collection and rules for collection will apply:

- Items should be less than 5-ft in length.
- Loose debris should be containerized in kraft bags or personal containers.
- Yard waste in plastic bags will not be collected.
- Yard waste is limited to 10 cubic yards.
- Items should be able to be lifted and loaded by man power only

If you have any questions or concerns about debris removal in your neighborhood, please call 3-1-1 or check the City of Augusta website at www.augustaga.gov for updates.

Appendix H: Temporary Debris Management Sites Guidance

Initially, following a debris generating event, debris can be removed directly to established EPD approved landfills or to an established temporary debris management site (TDMS). A TDMS will be established if the volume of debris is expected to overwhelm the established debris management process.

A. TDMS Location Recommendations

In order to expedite the debris removal and subsequent disposal operations, jurisdictions need to identify potential TDMS locations before a major natural disaster occurs. Designated jurisdictional debris coordinators and additional staff as needed must work closely with other local and State debris coordinators to develop and maintain current listings of potential TDMS locations. Site selection should be based on the following criteria:

i. Ownership

a. For small scale events, existing public and private disposal or recycling facilities in close proximity to the disaster area are ideal locations for TDMS operations. Nearby landfill and recycling center capacities need to be evaluated on a regular basis for site feasibility.

b. In order to avoid costly land leases, public lands should be first in the order to be considered for additional TDMS locations. Also, public facilities that will not require extensive repair costs, such as parks, vacant lots, or sports fields, should be considered. State-to-state or county-to-county agreements may present possible solutions for public land use. These agreements are coordinated through GEMA.

ii. Land Lease Agreements

a. Any land lease agreement should require a baseline environmental evaluation of the site before the site is occupied and an environment evaluation before returning the property back to the owner. Both documents become additions to the agreement.

b. The duration of a land lease agreement should be for a specific time frame with the ability to extend the lease if debris removal and processing activities are not completed. This specific time frame should start with the baseline environmental study date and ending once the property owner takes back legal ownership.

iii. Size

The size of the site is dependent on the quantity of debris that is processed. The site should be large enough to safely accommodate processing various debris materials, storing heavy equipment, and maneuvering trucks and large processing equipment.

iv. Location

a. Selecting the location for a TDMS is largely dependent upon the activities planned for the site. Smoke from burning, around the clock, light and noise from equipment operation, dust, and traffic are generally tolerated early in a disaster recovery operation, but may have to be shortened later. In order to avoid potential public relations issues, TDMS operations should not be located near residential areas, schools, churches, hospitals, and/or other sensitive areas.

b. A TDMS requires good ingress/egress to accommodate heavy truck traffic. Local law enforcement and GDOT should be consulted regarding potential traffic issues in the immediate area of a designated TDMS location. Traffic issues may include but are not limited to:

1. TDMS operations should not impede the flow of traffic along major transportation corridors or disrupt local business operations.
2. Considerations should be given to adjusting existing (operational) traffic signals and/or providing additional traffic control signage to accommodate projected truck traffic on critical haul routes.
3. The TDMS selection criteria should consider access to major routes to allow for trucks to transport reduced/processed material to final disposition locations.

v. Environmental and Historic Preservation Concerns

a. When selecting public or private sites, pre-existing conditions should be considered because the sites will have to be restored upon site closeout. Proper management of the site allows the site to be closed with manageable efforts. For site closure reasons, jurisdictions should refrain from aggravating any existing environmental issues during debris management operations.

b. Therefore, a TDMS should not be established in an environmentally or historically sensitive area such as wetlands, critical animal and plant habitats, sole source aquifers, freshwater well fields, historic districts, or archeological sites. This applies specifically to areas within a 100-year floodplain. TDMS selection criteria should also take into consideration any disproportionately high or adverse impacts on minority or low-income populations, in accordance with Executive Order 12898 (see Appendix Y). Adverse impacts should be avoided or minimized where possible.

c. If an environmental or historic preservation concern is found during the baseline data collection process (described below), the potential site should be ranked lower than others. However, if use of such areas is unavoidable, State and local environmental and historic preservation requirements must be followed. Compliance with environmental and historic preservation requirements is still required.

d. By conducting a baseline data collection study, jurisdictions are able to further establish the feasibility of potential sites, document the existing site, and vet potential environmental issues. Data collection needs to be completed prior to establishing the site and continued through the operations. The final evaluation should include the same documentation in order to avoid disagreements on the condition of the site prior to the operations and the condition to which it was returned.

B. TDMS Baseline Data Collection

TDMS baseline data collection is essential to documenting the condition of the land before it is used as a TDMS. Private and public land used as a TDMS needs to be returned to its original condition following the end of all debris operations. As soon as a potential site is selected, jurisdictions should work closely with local and State officials to develop baseline data criteria. The following actions are suggested to document the baseline data on all sites:

i. Videotape and/or photograph the site. Thoroughly videotape and/or photograph (ground or aerial) each site before beginning any activities. Periodically update video and photographic documentation to track site evolution.
ii. Document physical features. Note existing structures, fences, culverts, irrigation systems, and landscaping that can help evaluate possible damage claims made later.
iii. Investigation of historic significance. Research the past use and ownership of the property to document any issues regarding the existence of historic structures or archeological sites.
iv. Sample soil and water. Soil and groundwater samples should be collected prior to use of the site. Areas planned for HHW, ash, and fuel processing should routinely be sampled prior to site setup.

C. Environmental Monitoring

During the recovery process, as well as after the material has been removed from each of the debris sites, environmental monitoring of all TDMS locations will be needed. This is to ensure that no long-term environmental contamination occurs or is left on the site. Monitoring will be done on three different media:

i. Ash. The monitoring of the ash will consist of chemical testing to determine the suitability of the material for land filing.
ii. Soils. Monitoring of the soils will be by portable methods to determine if any of the soils are contaminated by volatile hydrocarbons.
iii. Groundwater. The monitoring of the groundwater will be done to determine the probable effects of rainfall leaching through either the ash areas or the stockpile areas. Periodic water samples from any existing wells on the site or adjacent to the area will be done.

D. Permitting

i. County jurisdictions are responsible for obtaining all permits and/or waivers required by their respective debris management plans. In the event of a major disaster such as a hurricane or tornado, some jurisdictional permit requirements may be suspended, temporarily. Should this not be the case, permits for TDMS

(including land disturbance permitting for site prep), highway entrance and other permits may be needed.

ii. The Georgia Environmental Protection Division, Georgia Department of Natural Resources (DNR) Environmental Protection Division (EPD), Georgia Department of Transportation (GDOT), Georgia Forestry Commission, as well as other State and federal agencies as required, should be consulted to determine permits that may be required, processes for obtaining permits, and inspections timetables. See Appendix Z for EPD Rules on Solid Waste Management. Additional guidance can be found in the FEMA-325 Debris Management Guide Question and Answer section.
Whether permits are required or not, the City will comply with State and local regulations for collection centers and TDMS preparations and operation; including debris burning requirements.

E. Establishment and Operations

i. Site Design
The information gathered during the baseline data collection becomes important to the design of the site. Additional concerns, such as site operations and closure criteria, need to be taken into consideration when the site is designed. Many of these issues will be addressed by the appropriate jurisdiction during pre-event planning, but will be implemented after the debris-generating event occurs.

ii. Site Preparation
The topography and soil/substrate conditions should be evaluated to determine the best site layout. When planning site preparation, closure and restoration requirements should always be considered. For example, if the local soils are very thin, the topsoil can be scraped to bedrock and stockpiled in perimeter berms. Upon site closeout, the uncontaminated soil can be re-spread to preserve the integrity of the tillable soils. Operations that modify the landscape, such as substrate compaction and over-excavation of soils when loading debris for final disposal, adversely affect landscape restoration.

iii. Site Layout
The efficiency and overall success of the TDMS operations is determined by how the site is designed. Debris should be constantly flowing to incinerators and grinders, or recycled with the residue and mixed construction and demolition materials going to a landfill. Significant accumulation of debris should not be allowed to occur at temporary storage sites, due to environmental and safety concerns, such as the risk of fire. Moreover, permits for such sites usually impose maximum capacity restrictions. Additional debris management sites may be required if the actual quantities flowing into the site are greater than the site storage and processing capacity.

iv. Operational Boundaries
Operational boundaries are established within the TDMS to clearly define different use areas. Techniques used to establish these operational boundaries may include using earthen berms, temporary berries, or any other physical restriction. Subdividing the TDMS into functional areas aids traffic circulation and helps keep debris amassing at a minimum. As operations proceed, operational boundaries may be moved to accommodate either growing demand for space or a reduction in

preparation for closure. Common operational boundaries established at TDMS locations include but are not limited to:

a. Reduction, Recycling, Tipping and Loading
These areas need ample room for large equipment operations. The design should take into consideration the possibility of multiple pieces of equipment being in the same activity area at one time. Depending on the scale of operations, each debris stream may have its own tipping area and should be designed accordingly.

b. General Public Drop-off
General public drop-off areas for recycling, reduction, and construction and demolition debris may be included within a TDMS. These public areas should be carefully designed for passenger vehicle traffic and public safety.

c. Household Hazardous Waste (HHW)
HHW storage should be close to the public drop-off center yet restricted so that qualified personnel may process the waste appropriately. Jurisdictions may consider constructing an impermeable lining and earthen berms in order to contain spills and prevent surface water runoff from leaving the area.

v. Traffic Patterns

The traffic circulation needs to be well defined throughout the entire site. Although traffic signs and barricades aid in directing traffic, site management may consider flag personnel to help direct traffic. Drivers unfamiliar with the new environments, routes, and rules will need assistance in order to navigate safely through the TDMS.

a. Entry and Exit Points
Optimally, the TDMS traffic pattern should allow trucks to enter and exit through different access points, as long as each is monitored. Haulers are typically paid by the volume of a load. The load is evaluated when entering the site as a percentage of the full capacity of the truck. Stationing monitors at ingress and egress points ensures every truck releases the entire load prior to leaving the site. This avoids debris left in a truck from a previous load being counted again in a subsequent load. Empty trucks that enter the site to remove the reduced debris should enter and exit through a separate monitored access point if debris removal operations are still active. This reduces the site management and debris monitor confusion regarding debris being deposited or leaving the site.

vi. Site Management

To meet overall debris management strategy goals and to ensure that the site operates efficiently, each jurisdiction will determine the level of management and

staffing required at their designated TDMS locations. In-house trained personnel or contracted services may be used to manage the site. In either situation, the manager, debris monitors, and safety personnel are needed to ensure safe and efficient operations. Dependent on the site size, additional personnel may be added.

vii. TDMS Closeout

Appropriate site closure procedures must be established and implemented to include necessary planning, permitting, and associated requirements in coordination with the appropriate local, State and Federal regulations. Basic closeout procedures include:

a. Remediation and Restoration

All debris, processing equipment, storage tanks, and structures should be removed. Top soil, if removed and stockpiled, should be reapplied. Quality assurance inspectors should monitor all closeout and disposal activities to ensure that contractors, if used, complied with contract specifications. Additional measures may be necessary to meet environmental requirements because of the nature of staging and reduction operation.

b. Audit and Assessment

At closeout, final testing of soil, water, and air quality should be taken and compared to original conditions. All ash should be removed and remediation actions taken as needed. If warranted, additional testing may be done at other locations adjacent to the site. Final site evaluation is an extension of the environmental monitoring program.

c. Termination of Lease

If sites are leased, a final release from future damages should be obtained when the site is returned to the owner.

Appendix I: Temporary Debris Management Sites Checklist

A. Site Ownership
   i. Use public lands to avoid costly leases and trespassing allegations.
   ii. Use private land only if public sites are unavailable.
B. Site Location:
   i. Consider impact of noise, dust and traffic;
   ii. Consider pre-existing site conditions;
   iii. Look for good ingress/egress at site(s);
   iv. Consider impact on ground water;
   v. Consider site size based on:
      a. Expected volume of debris to be collected;
      b. Planned volume reduction methods;
   vi. Avoid environmentally sensitive areas, such as:
      a. Wetlands;
      b. Rare and critical animals or plant species;
      c. Well fields and surface water supplies;
      d. Historical/archaeological sites;
      e. Sites near residential areas, schools, churches, hospitals and other sensitive areas;
   vii. Perform recordation of site chosen (pictures, videos).
C. Site Operations:
   i. Use portable containers;
   ii. Separate types of waste as operations continue;
   iii. Monitor site at all times;
   iv. Perform on-going volume reduction (on site or removal for disposal/reduction);
   v. Provide nuisance management (dust, noise, etc.);
   vi. Provide vector controls (rats, insects, etc);
   vii. Provide special handling for hazardous materials;
   viii. Provide security (limit access);
   ix. Ensure appropriate equipment is available for site operations.
D. Site Closeout:
   i. Remove all remaining debris to authorized locations;
   ii. Restore site to pre-use condition;
   iii. Perform recordation of site (pictures, videos);
   iv. Ensure compliance with ADEM Guidelines.
   v.

Appendix J: Property Suitability Survey

Page 1

Investigation of Property Suitability

Debris Management Site (DMS)

Date of Site Investigation: _____

Ownership of Property (Check One): ☐ Municipal Property ☐ County Property ☐ Private Property ☐ Other

Ownership (describe) _____

Property Name: _____

Property Owner's Name: _____

Property Owner's Address: _____

Property Owner's Phone Number: _____

Estimated Property Size: _____ Acres

Site GPS Coordinates: _____ N _____ W

Physical Address: _____

CHARACTERIZATION OF NEIGHBORING PROPERTIES	
EVALUATION FACTOR	COMMENTS
Property current land use	
Any proposed future land uses	
Environmental issues	
Proximity to schools, churches, community centers	
Property topography	
Open water sources	
Ground water wells	
Access to electricity/sewer/water	
Soil integrity	
Surface water drainage	
Prevailing wind direction	
Ingress/Egress	
Lighted area	
Site security	
Buffer distance for noise control	
Property developed	
Property adjacent to airport/airfield	
Site able to handle large volume of trucks	

Site Preparation: ☐ High ☐ Medium ☐ Low

Suitability of Wet Weather: ☐ High ☐ Medium ☐ Low

Site Acceptability for What Type of Reduction Method (Check Applicable Method(s)):

☐ Open Burning

☐ Air Curtain Incineration

☐ Grinding

Will This Site Be Recommended for Use (YES/NO) and Explain:

☐ C&D

☐ Vegetative

☐ Both C&D and Vegetative

☐ White Goods

☐ Other (Describe_____)

List the Numbers of Each Photograph Taken of the Property:

_____

List the Closest Landfill and Approximate Distance from the Site:

_____

Appendix K: Temporary Debris Management Sites

Debris Storage Location	X Coordinate	Y Coordinate	Site Prep (low, medium, high)	Acres	Volume (cubic yards)	Method of Reduction	Type of Debris
Example Site	*33.51301*	*-82.00501*	*Low*	*12*	*194,124CY*	*Open burning, air curtain incineration, grinding*	*C&D, vegetative, white goods, HHW*
Eisenhower Park	33.51542	82.00916	Medium	3	399	Grinding	Vegetative
Augusta Landfill	33.35202	82.14513	Low	8.15	2445	Grinding	C&D, vegetative, white goods

Site capacity assumptions: Per USACE Guidance: 16, 133 cubic yards per acre, stacked 10 feet high, .86 additional acres needed for roadways, buffers, and offsets for each stockpile acre.

Appendix L: Debris Management Site Memorandum of Agreement

Page 1

Debris Management Site Memorandum of Agreement

This Memorandum of Agreement, made and entered into this _____ day of _____, 20__, by and between _____ (hereinafter "OWNER"), and the City of Augusta (hereinafter "CITY") (collectively referred to hereinafter as "the Parties").

WHEREAS, the CITY has a debris management plan for the removal, reduction, and disposal of large volumes of debris from public property following large scale disasters; and

WHEREAS, pursuant to the CITY debris management plan, the CITY may or may not enter into an agreement with one or more contractor(s) to manage and operate the removal, reduction, and disposal of disaster generated debris depending on the severity of the incident; and

WHEREAS, OWNER is the owner of a tract of land in Richmond County, Georgia (hereinafter "the Property"), more particularly described in Exhibit A attached hereto; and

WHEREAS, the CITY has identified the Property owned by the OWNER as a suitable location for a Debris Management Site ("DMS"), to be used by the CITY in the event of a disaster necessitating debris removal, reduction, and disposal in Richmond County.

Now therefore, the Parties agree as follows:

I. PROPERTY
The Property, as shown and identified as DMS on Exhibit A, constitutes approximately _____ acres available for DMS operations. The physical location of the site is: _____ and is a portion of property owned by OWNER identified as: _____.

II. TERM
Subject to early termination as permitted by Section V herein below, this Agreement shall be for a term of _____ from the date of the Agreement without regard to the Commencement Date (as hereinafter defined).

III. AGREEMENT
OWNER, subject to the terms and conditions set forth herein, hereby agrees to the use of the Property by the CITY for purposes of staging, storing, reducing, and properly disposing of disaster generated debris following a natural or man-made event.

IV. COUNTY OBLIGATIONS
a. Obtain, or cause to be obtained, all required local, state, and federal permits for the operation of a DMS;
b. Install, or caused to be installed, if necessary, a temporary access road (of gravel, graded dirt, or other temporary material) for access of debris hauling vehicles to the Property;
c. Manage, or cause to be managed, the DMS during the entire period of CITY use;
d. Remove, or cause to be removed, all debris, vehicles, equipment, and temporary structures located on the property which were placed thereon by the CITY, its employees, agents, contractors, subcontractors, and representatives;

e. Restore, or cause to be restored, the property to the property's pre-used condition prior to the return of use of property to the OWNER;
f. Perform, or cause to be performed, soil testing and abatement of any hazards created on the property as a direct result of CITY use as required under local, state, and federal law prior to the closing of the debris site and return of use of the property to the OWNER;
g. Repair or cause to be repaired, any damage to the property, including building and structures located on the property, caused as a direct result of CITY use of the property; in lieu of making or causing to make repair, the CITY may compensate OWNER for the cost of said repair upon agreement of both parties.

V. OWNER OBLIGATIONS

a. Take no action that renders the Property unusable as a temporary disaster debris disposal site as determined by the CITY;
b. Upon notification (either verbal or in writing) by the CITY of the CITY'S intent to make use of some or all of the Property as a DMS under the terms and conditions of this Agreement, to make as much of the Property as deemed necessary by the CITY immediately available to the CITY, and to immediately remove all personal property (including, but not limited to vehicles and equipment) from those portions of the Property identified by the CITY for use;
c. Not interfere in any manner with CITY-controlled debris management operations during the period of the CITY'S use of the Property under the terms and conditions of this Agreement.

VI. COMMENCEMENT DATE

The CITY will initiate DMS operations immediately preceding an event anticipated to generate debris within the County, or immediately following an event that generated debris within the County. The CITY will activate this Agreement through verbal notification to the OWNER, followed by written notification transmitted by United States mail as certified or registered mail, return receipt requested, postage paid, and addressed to OWNER. The "Commencement Date" shall be the date upon which notification is verbally provided by the CITY to OWNER.

VII. ASSIGNMENT

OWNER shall not sell or in any way assign, transfer, or encumber his control of the Property without prior written notification to the CITY.

VIII. COMPENSATION

The parties agree that no compensation will be rendered for the use of the Property by the CITY. The CITY, or its designee(s), shall be responsible for restoring the Property to its original state.

IX. DMS OPERATIONS

The CITY, or its designee(S), will establish, operate, and monitor DMS operations from the time of activation of this agreement through site restoration.

X. WORKING HOURS

Working hours for the DMS are only during daylight hours, seven days a week. Working hours may need to be adjusted to accommodate 24-hour operations depending on the severity of the incident.

XI. DEBRIS DISPOSAL

The CITY, or its designee(s), will properly, promptly, and lawfully dispose of all waste, ash, and debris brought to or generated on the DMS.

XII. DEBRIS SOURCES

The debris stream entering the DMS may include debris generated in the unincorporated areas of _____ in Richmond County, areas within neighboring municipalities, and from road right-of-ways maintained by the Georgia Department of Transportation (GDOT). The CITY will coordinate with GDOT, the County, and neighboring municipalities with regard to debris disposal at the CITY-operated DMS. The intention of this Agreement is to create an arrangement where GDOT, the County, and municipalities can deliver their debris to the DMS upon approval by the CITY, and does not necessitate individual agreements between the OWNER and each entity.

XIII. NOTICES

Any notice or demand which by any provision of this agreement is required or allowed to be given by either party to the other shall be deemed to have been sufficiently given for all purposes when made in writing and sent in the United States mail as certified or registered mail, return receipt requested, postage paid, and addressed to the following respective addresses:

OWNER: _____

CITY: _____

XIV. INDEMNIFICATION

The CITY agrees to indemnify and hold harmless OWNER from any claims, causes of action, administrative proceedings, and any and all other legal claims directly arising out of or relating to any damage, injury, loss, or other actions or omissions taken by the CITY, its employees, agents, contractors, subcontractors, and representatives as a direct result of the CITY'S use of the Property under the terms and conditions of the Agreement. The CITY shall not be liable for any damage, injury, loss, or other actions or omissions not taken by the CITY, its employees, agents, contractors, subcontractors, and representatives, including acts of third parties not operating at the direction of or under the control of CITY. Further, CITY shall not be liable for any injury, damage, or loss sustained by OWNER as a result of OWNER'S breach of the terms and conditions of this Agreement.

XV. TERMINATION

This Agreement shall be in effect form the last date written below until _____. This Agreement may be terminated by either party upon submission of a thirty-day advance written notice of termination. It is the intention of the Parties to discuss renewal of this Agreement on an annual basis. Such renewals, if mutually agreed upon, shall be evidenced by an executed Supplemental Memorandum of Agreement. The Parties may choose to negotiate new or changed terms at the time of renewal.

XVI. ENTIRE AGREEMENT

The OWNER and the CITY agree that this document constitutes the entire agreement between the two parties and may only be modified by a written mutual agreement signed by the parties. Modifications may be evidenced by facsimile signatures. Unless and until further modified, this agreement shall consist of this document and the following attachment: Exhibit A.

XVII. GOVERNING LAW

Both parties agree that this Agreement shall be governed by the laws of the State of Georgia.

This Agreement shall be effective on the date of the last signature below. Jurisdiction in witness whereof, the Parties have each executed this Agreement, this the ___day of _____, 20___.

OWNER

BY: _____

(Signature)

_____

(Print Name)

_____

(Title)

DATE: _____

CITY OF AUGUSTA

BY: _____

(Signature)

_____

(Print Name)

_____

(Title)

DATE: _____

WITNESS

BY: _____

(Signature)

_____

(Print Name)

_____

(Title)

DATE: _____

Appendix M: Truck Certification Form

Truck certification forms will be provided by the monitoring contractor. Certification forms will follow the most current FEMA 327 standards and methodologies for measuring and calculating the capacity of debris removal trucks.

Appendix N: Road Clearance Priorities

Provided by Traffic Engineering

- Walton Way
- St. Sebastian Way

Appendix O: County Resources

Department	Equipment Description	Capacity	Quantity	FEMA Code	FEMA Rate
Environmental Services	Ariel Lift, Truck Mntd-1	40 ft.	1	8486	6.75
Environmental Services	Ariel Lift, Truck Mntd-2	40 ft.	1	8486	6.75
Environmental Services	Automobile, Explorer (208024)		1	8071	13.00
Environmental Services	Automobile, Ranger-1 (209091)		1	8071	13.00
Environmental Services	Automobile, Ranger-1 (209092)		1	8071	13.00
Environmental Services	Automobile, Ranger-2 (209091)		1	8071	13.00
Environmental Services	Automobile, Ranger-2 (209092)		1	8071	13.00
Environmental Services	Automobile, Ranger-3 (209091)		1	8071	13.00
Environmental Services	Automobile, Ranger-3 (209092)		1	8071	13.00
Environmental Services	Automobile, Ranger-4 (209092)		1	8071	13.00
Environmental Services	Automobile, Ranger-5 (209092)		1	8071	13.00
Environmental Services	Automobile, Ranger-6 (209092)		1	8071	13.00
Environmental Services	Automobile, Ranger-7 (209092)		1	8071	13.00
Environmental Services	Board, Message-1		1	8051	8.50
Environmental Services	Board, Message-2		1	8051	8.50
Environmental Services	Board, Message-3		1	8051	8.50
Environmental Services	Board, Message-4		1	8051	8.50
Environmental Services	Board, Message-5		1	8051	8.50
Environmental Services	Board, Message-6		1	8051	8.50
Environmental Services	Board, Message-7		1	8051	8.50
Environmental Services	Chain Saw (209045)	25 in.	1	8191	3.20
Environmental Services	Chain Saw (209046)	25 in.	1	8191	3.20
Environmental Services	Chain Saw (211103)	25 in.	1	8191	3.20
Environmental Services	Chain Saw-1 (New)	25 in.	1	8191	3.20
Environmental Services	Chain Saw-2 (New)	25 in.	1	8191	3.20
Environmental Services	Chain Saw-3 (New)	25 in.	1	8191	3.20
Environmental Services	Chain Saw-4 (New)	25 in.	1	8191	3.20
Environmental Services	Generator (210251)	280 kw	1	8316	3.25
Environmental Services	Generator (207250)	43 kw	1	8312	3.25
Environmental Services	Generator (206002)	5.5 kw	1	8310	3.25
Environmental Services	Generator (211079)	5.5 kw	1	8310	3.25
Environmental Services	Generator (211080)	5.5 kw	1	8310	3.25
Environmental Services	Generator (2112163)	5.5 kw	1	8310	3.25
Environmental Services	Loader, Skid-Steer-1 (211029)	3,000	1	8542	22.00
Environmental Services	Loader, Skid-Steer-1 (211030)	3,000	1	8542	22.00
Environmental Services	Loader, Skid-Steer-2 (211029)	3,000	1	8542	22.00
Environmental Services	Loader, Skid-Steer-2 (211030)	3,000	1	8542	22.00
Environmental Services	Loader, Skid-Steer-3 (211029)	3,000	1	8542	22.00
Environmental Services	Loader, Skid-Steer-3 (211030)	3,000	1	8542	22.00
Environmental Services	Loader, Skid-Steer-4 (211030)	3,000	1	8542	22.00

Environmental Services	Loader, Wheel (210247)	3 cy	1	8393	40.00
Environmental Services	Loader, Wheel-1(210248)	3 cy	1	8393	40.00
Environmental Services	Loader, Wheel-2(210248)	3 cy	1	8393	40.00
Environmental Services	Loader-Backhoe, Wheel (205285)	1.5 cy	1	8572	33.00
Environmental Services	Sweeper, Pavement		1	8158	74.00
Environmental Services	Truck, Dump (208216)		1	8721	45.00
Environmental Services	Truck, Dump, Off Highway (209272)	28 cy	1	8724	105.00
Environmental Services	Truck, Pickup (211090)	1 Ton	1	8802	20.00
Environmental Services	Truck, Pickup-1 (211092)	1 Ton	1	8802	20.00
Environmental Services	Truck, Pickup-2 (211092)	1 Ton	1	8802	20.00
Environmental Services	Truck, Pickup-3 (211092)	1 Ton	1	8802	20.00
Environmental Services	Truck, Tractor (210114)	50,000 lb.	1	8792	55.00
Environmental Services	Truck, Tractor-1 (205286)	45,000 lb.	1	8791	45.00
Environmental Services	Truck, Tractor-1 (205287)	45,000 lb.	1	8791	45.00
Environmental Services	Truck, Tractor-2 (205286)	45,000 lb.	1	8791	45.00
Environmental Services	Truck, Tractor-2 (205287)	45,000 lb.	1	8791	45.00

		274034110 - Fire Department Equipment						
Location	Call Sign	Asset #	Year	Make	Model	VIN #	License Number	Type
Trng Ctr	RE-4	61139	1991	Pierce	Arrow	14529	GV32323	Truck Fire Pumper
Station 5	Service Truck 5	L3PH490291	1993	International	4600LP	1HTSBZRL3PH490291	GV32417	Truck, Fire, Ladder, Crew Cab
Station 14	Reserve 14	940080	1994	International	4900	1HTSDPCR6RH527350		Truck, Fire, Pumper
Station 3	Reserve AT-01	9306808	1994	Simon Duplex/LTI	D9400	1S91F71J2R1020087	GV32333	Truck, Fire, Tiller Ladder, 104 ft
Station 11	RE-14	940080	1994	INTERNATIONAL	4900	1HTSDPCR6RH527350	GV32334	truck Fire, Pumper
Station 2	RE-2	D8SA000434	1995	Pierce	Dash	4P1CT02D8SA000434		truck Fire, Pumper
Station 17	RE-12	940451	1995	International	4900	1HTSDADR8SH684847	GV32335	Truck Fire, Pumper
Station 5	Engine 5	984175	1999	Pierce	Quantum	4P1CT02SXXA001381		Truck, Fire, Pumper
Station 8	Engine 8	984176	1999	Pierce	Quantum	4P1CT029S9XA001386		Truck, Fire, Pumper
Station 18	Engine 18	984192	1999	Pierce	Quantum	4P1CT02SDYA000091	GV32352	Truck, Fire, Pumper
Station 3	Engine 3	984179	1999	Pierce	Quantum	4P1CT02S1XA001382	GV32350	Truck, Fire, Pumper
Station 10	Reserve AT-3	984193	1999	Pierce	Dash	4PICT02S0YA000084		Truck, Fire, Aerial, Platform, 102 ft.
Station 4	RE-18	984178	1999	Pierce	Dash	4P1CT02S0XA001385	GV32349	Truck Fire, Pumper
Station 6	AS-1	F00086	2001	Isuzu	NPR	JALB4B14617010016		Truck, Flat Bed
Station 18	704	994459	2001	Pierce	Haz Mat Rescue	4P1CT02S71A001507	GV32361	Truck, Fire, Hazmat Rescue
Station 12	Tender 12	994460	2001	Pierce	4900	1HTSDADR42H407112		Truck, Fire, Tanker
Station 14	Tender 14	994461	2001	Pierce	4900	1HTSDADR42H407113	GV32363	Truck, Fire, Tanker
Station 7	Tender 7	F00085	2001	Pierce	4900	1HTSDADR22H503855		Truck, Fire, Tanker
Station 19	AT03	F02047	2002	Pierce	Quantum	4PICT02S22A002128		Truck, Fire, Aerial
Station 6	AT04	F02048	2002	Pierce	Dash	4PICT02S62A002634	GV32411	Truck, Fire, Aerial
Station 2	Engine 2	F02049	2002	Pierce	Dash	4P1CT02S42A002664		Truck, Fire, Pumper, 1500 Gallon
Station 4	Engine 4	F02173	2003	Pierce	Dash	4P1CT02S73A002966	GV32413	Truck, Fire, Pumper
Station 9	Engine 9	F02174	2003	Pierce	Dash	4P1CT02S63A002974	GV32414	Truck, Fire, Pumper
Station 11	Engine 11	F02175	2003	Pierce	Dash	4P1CT02S83A002975		Truck, Fire, Pumper
Station 17	Engine 17	F02176	2003	Pierce	Dash	4P1CT02S63A003025		Truck, Fire, Pumper
Station 1	Engine 1	203237	2004	Pierce	Dash	4P1CD01SX5A005409		Truck, Fire, Pumper
Station 16	Engine 16	203235	2004	Pierce	Dash	4P1CT02S04A003927		Truck, Fire, Pumper
Station 15	Engine 15	203236	2004	Pierce	Dash	4P1CT02S94A003926	GV31623	Truck, Fire, Pumper
Station 1	Engine 1	203237	2004	Pierce	Dash	4P1CT02S34A003928		Truck, Fire, Pumper
Station 10	AT02	204305	2004	Pierce	Dash	4P1CD01H45A005054		Truck, Fire, Aerial, AWS
Station 6	Engine 6	204326	2006	Pierce	Dash	4P1CD01S85A005408		Truck, Fire, Pumper
Station 10	Engine 10	204327	2004	Pierce	Dash	4P1CD01SX5A005409	GV32319	Truck, Fire, Pumper
Station 13	Engine 13	204328	2004	Pierce	Dash	4P1CD01S95A005434		Truck, Fire, Pumper
Station 8	Rescue 2	204279	2005	International	4300-AD-170B	1HTMNAAM65H143654		Truck, Fire, Rescue
Station 13	Rescue 1	205062	2005	International	4300-AD-170B	1HTMNAAM45H143653		Truck, Fire, Rescue
Station 8	Air Supply 2 (AS-2)	205273	2006	Pierce	4400 SBA	1HTMKAZR37H400331		Truck,Emergency Response,Air & Light
Station 15	Heavy Rescue	209214	2009	Rosenbauer	GA41M-2142	4S7AT2F938C070081		Truck, Emergency Response
Station 7	Brush Trk	211157	2009	Ford	F450	1FDAF47R39EA28689		Truck Mini Fire Pumper
Station 15	AT05	209260	2010	Pierce	Velocity Pap	4P1CV01E59A010353	GV87789	Truck, Fire, Aerial Platform, 100 ft.
Station 14	Engine 14	209282	2010	Pierce	Contender	1HTMKAARXBH356610		Truck, Fire, Pumper, 1048 Gallon
Station 7	Engine 7	211003	2011	Pierce	Responder	1HTMKAAR0CJ59868		Truck, Fire, Pumper 1046 GALLON
Station 1	AT01	213134	2012	KME	Aerialcat	1K9AF6482BN058159		Truck, Fire, Aerial, 109' Ladder
Station 19	Engine 19	211002	2012	Pierce	Responder	1HTMKAARXCH599867	GV0549C	Truck, Fire, Pumper 1048
Station 12	Engine12	212115	2013	Pierce	Responder	1HTMKAAR5DH125228		Truck, Fire, Pumper 1048 GALLON
Engine 12		209281		Old 12 was turn back in to Pierce				

1st round of apparatus replacements for 2014

EQUIPMENT	YEAR	MAKE	MODEL	SERIAL	LICENSE	TYPE	CURRENT DUE	Date of Appointment	Time of Appointment	Date Completed	Rolling Stock or Non Rolling
DEPARTMENT: 101039210 - Emergency Management											
210215	2011	Bear	LTV 72-19G	41YEB2113B2033432	GV44455	T	08/30/2014	8/29/2014	7:00am		Rolling Stock
210216	2011	G3	1966 SC DLX	GEN87585j011	n/a	T	08/30/2014	8/29/2014	7:00am		Non-Rolling Stock
212150	2012	Look	8x20	53BTE2029CU003389	GV5035C	T	06/27/2013	8/4/2014	7:00am		Rolling Stock
985016	1999	Tennessee Trail	Tra-rem	1TPAJDR13X1090255	GV76470	T	02/27/2013	8/7/2014	7:00am		Rolling Stock
994206	2000	Isuzu	NPR	JALB4B144Y7005021	GV77256	A	08/22/2014	8/11/2014	7:00am		Rolling Stock

EQUIPMENT	YEAR	MAKE	MODEL	SERIAL	LICENSE	TYPE	CURRENT DUE	Date of Appointment	Time of Appointment	Date Completed	Rolling Stock or Non Rolling
DEPARTMENT: 274034110 - Fire Department											
206121	2006	Lawnmore	6.5X12	LAW19863562280921	GV87917	T	04/23/2014	8/4/2014	7:00am		Rolling Stock
206192	2006	Ameri Trail	AL24T	4DJAB242X6A000465	GV31848	T	08/13/2014	8/5/2014	7:00am		Rolling Stock
209260	2010	Pierce	Velocity PAP	4P1CV01E59A010353	GV87789	A	37,099	8/6/2014	7:00am		Rolling Stock
209293	2009	Stanley	59091	08050629/02609706	n/a	S	04/25/2014	8/7/2014	7:00am		Non-Rolling Stock
210266	2011	Ford	F250	1FT7W2AT8BEC02527	GV32119	A	05/24/2014	8/8/2014	7:00am		Rolling Stock
211002	2012	Pierce	Responder	1HTMKAARXCH599867	GV0549C	A	26,393	8/11/2014	7:00am		Rolling Stock
212193	2012	Ford	F150	1FTMF1CM2DKD83762	GV7313C	A	15,039	8/12/2014	7:00am		Rolling Stock
213127	2013	Freedom	6X12	5WKBE1215D1019336	GV7339C	T	04/10/2014	8/13/2014	7:00am		Rolling Stock
213128	2013	Freedom	8.5 x 20	5WKBE2027D1019338	GV7338C	T	04/10/2014	8/14/2014	7:00am		Rolling Stock
900108	1995	Partner	K1200	4390122	n/a	S	08/27/2014	8/27/2014	7:00am		Non-Rolling Stock
900128	1991	Echo	QV8000	n/a	n/a	S	08/27/2014	8/27/2014	7:00am		Non-Rolling Stock
984178	1999	Pierce	Quantum	4P1CT02S0XA001385	GV32349	A	07/30/2014	8/1/2014	7:00am		Rolling Stock
984179	1999	Pierce	Quantum	4P1CT02S1XA001382	GV32350	A	08/19/2014	8/19/2014	7:00am		Rolling Stock
995085	1999	Terry's Trailer	Flatbed	1B9UM2020XW170114	GV32366	T	08/15/2013	8/15/2014	7:00am		Rolling Stock
995089	1999	Scotty's	HD32PC	1SSTTPTXX11SS465	GV32428	T	06/10/2014	8/4/2014	7:00am		Rolling Stock
F02048	2002	Pierce	Dash	4PICT02S62A002634	GV32411	A	130,414	8/6/2014	7:00am		Rolling Stock
f02338	2002	Tempest	OD24H65	09025859	n/a	S	04/27/2012	8/8/2014	7:00am		Non-Rolling Stock

		274034110 - Fire Department Equipment							
Location	Apparatus	Asset #	Year	Make	Model	VIN #	SERIAL #	Type	PM Turn-in
		203007	2004	Mako	5408BA-D	5409-3BA-114		Compressor, Breathing Air Tank	
		203225	2003	Snapper	MR216015B		11525545		
		203227	2004	Honda	363R168		52474X		
Station 10		203250		Stihl	FS85RX2		260731003		
		203277	2003	Snapper	MR216517B		41028433		
Station 7		203289	2003	Stihl	BG85		61584000	Blower, Leaf	
Station 12		203290						Blower, Leaf	
Station 1		204059		Snapper	6.5 Quantum		41045434	Mower,	
		204060	2004	Snapper	P216517B	41045434		Mower,W/B, 21" w/Bagger	
Station 1		204061	2004	Stihl	FS85	262024635		Trimmer, Lawn	
Station 12		204062	2004	Stihl	FS85	260891011		Trimmer, Lawn	
		204071	2004	Snapper	P216517B		41045437		
Station 19		204072	2004	Stihl	FS85	262025061		Trimmer, Lawn	
Station 19	AT-3	204191	2004	Tempest	700-024	0504-10254		Fan, Exhaust, Smoke, 18"	
Station 7		204192	2004	Tempest	700-024	0504-10256		Fan, Exhaust, Smoke, 18"	
		204266	2004	Honda	GSV190	GJACA-1007558		Power Unit, Extractor	
		204267	2004	Honda	GSV190	GJACA-1008231		Power Unit, Extractor	
Station 4		204307		Stihl	BG 85 C2	263348553		Blower, Leaf	
Station-2		204315	2004	Snapper	MR216517B	50038432		Mower, W/B, 21"	
Station 10	AT-2	204361	2004	Tempest	700-017	0405-13629		Fan, Exhaust	
Station 10	AT-2	204362	2004	Cutter's Edge	CE2165R5D6A	040900077		Saw, Rescue	
		204364	2004	Cutter's Edge	CE2165R5D6A	041800508		Saw, Rescue	
Station 8		205064	2005	Stihl	BG85		264039779	Blower, Leaf	
		205113	2005	Stihl	FS80R		265092220		
Station 14		205114	2005	Stihl	20005	250019232		Mower, W/B	
Station 15		205135	2005	Stihl	FS80	265338823		Trimmer, Lawn	
		205217	2005	Stihl	FS80R		265089458		
Station 15		205220	2005	Stihl	BG85		265478619	Blower, Leaf	
		205221	2005	Stihl	FC-110		265938251		
		205279	2005	Stihl	MS192T		265984543		
		205281	2005	Partner	K950/K12		51400075		
		205284	2005	Stihl	MS460	161899574		Saw, Rescue, 20"	
Station 15	AT-5	206014	2006	Stihl	MS290	267333976		Saw, Chain, 18"	
Station 3	AT-1	206015	2006	Stihl	MS-290		267333953		
AT-1	Station 3	206015	2006	Stihl	MS-290		267333953	n/a	6/24/2014
		206124	2006	Stihl	BR420C		267974228		
		206125	2006	Stihl	HS-45	268011832		Trimmer, Hedge	
		207101	2007	Stihl	FS250R	271856458		Trimmer, Lawn	
Station 17		207103	2007	Stihl	FS250R	271857109		Trimmer, Lawn	6/27/2014
Station 6	AT-4	207244	2007	Super Vac	720G4-H	9615		Fan, Exhaust, Smoke, 21"	
		208126	2008	Stihl	BR550		273812649		
		208176	2008	Shark	KG-313137		100654		
Station-6		208181	2008	Stihl	GBG85	274753063		Blower, Handheld	
		208219	2008	Tempest	700-024		061-908-050-00573		
Fire Admin		208225	2008	Kustom Signals	Smart VMS 2	2K9BM11178G118051		Trailer, Board, Message	
Fire Admin		208226	2008	Kustom Signals	Smart VMS 2	2K9BM11198G118052		Trailer, Board, Message	
Fire Admin		208227	2008	Kustom Signals	Smart VMS 2	2K9BM11108G118053		Trailer, Board, Message	
Fire Admin		208228	2008	Kustom Signals	Smart VMS 2	2K9BM11148G118055		Trailer, Board, Message	
Fire Admin		208229	2008	Kustom Signals	Smart VMS 2	2K9BM11168G118056		Trailer, Board, Message	
Fire Admin		208230	2008	Kustom Signals	Smart VMS 2	2K9BM11188G118057		Trailer, Board, Message	
Fire Admin		208231	2008	Kustom Signals	Smart VMS 2	2K9BM11178G118048		Trailer, Board, Message	
Fire Admin		208232	2008	Kustom Signals	Smart VMS 2	2K9BM11198G118049		Trailer, Board, Message	
Fire Admin		208233	2008	Kustom Signals	Smart VMS 2	2K9BM11158G118050		Trailer, Board, Message	
Fire Admin		208234	2008	Kustom Signals	Smart VMS 2	2K9BM11128G118054		Trailer, Board, Message	

Location	Apparatus	Asset #	Year	Make	Model	VIN #	SERIAL #	Type	PM Turn-in
Station 14		208239	2008	Stihl	BG85	275920534		Blower, Handheld	
Station 17		208240	2008	Briggs & Stratton	30235	1013228981		Generator, Portable, 5500 Watts	
		208251	2008	McLane	28RC		622036	3.5 H.P. Edger	
Fire Admin		208252	2008	Club Car	295	RF0846977507		Cart, Utility	
Station 5		209194	2009	Honda	HHT35SLTAT		1008851	Trimmer, Lawn	
Fire Admin		209256	2009	Bush Hog	286	12-31860		Mower, Rotary, Towable, 6 ft.	6/23/2014
Station 15	AT-5	209277	2009	Tempest	700-050	050-00897		Fan, Exhaust, Smoke, 21"	
		209283	2009	Husqvarna	3120K		73800002	VentMaster: 3120K, 8hp Cutoff Saw	
		209284	2009	Honda	TNT Rescue		GCAHT1426470		
		209285	2009	Husqvarna	575XP		70800141	n/a	S
		209286	F	Husqvarna	575XP	065200123		Saw, Chain	
		209287	2009	Husqvarna	575XP	070800064		Saw, Chain	
		209288	2009	Husqvarna	575XP		65200126	n/a	S
		209289	2009	Honda	WT20X		GCAAK-1295170	n/a	S
		209290	2009	Honda	EU3000IS		EZGA-1195088	n/a	S
		209291	2009	Speedaire	1VN93		50820087543	n/a	S
		209292	2009	Honda	EM5000SXK1A		50820087543	n/a	S
		209293	2009	Stanley	59091	08050629/02609706		Washer, Pressure	
		209293	2009	Stanley	59091		08050629/02609706	n/a	S
		209294	2008	Jonsered	CS2165		08-3700376	n/a	S
		209301	2010	Honda	210EM5000SXK2A	JH182F		Generator, Portable, 5000 Watts	
		210001	2009	Husqvarna	K750		83200771	n/a	S
		210070	2010	Gravely	GV991076		344	n/a	A
		210103	2010	Stihl	BG86		281594820	n/a	S
		210125	2010	Stihl	HS45		801041439	n/a	S
Station 3		210140	2010	Stihl	BG86	282526147		Blower, Leaf	
		210140	2010	Stihl	BG86		282526147	n/a	S
Station 10		210218	2010	Stihl	BG86	282723112		Blower, Leaf	
Station 10	AT-2	211001	2011	Stihl	MS290	283374471		Saw, Chain, 18"	
		211095	2011	Stihl	BR550		286153176	n/a	S
		211123	2011	Snapper	SP22675		2014978260	n/a	S
		211124	2011	Stihl	FS250R		286437264	n/a	S
		211145	2011	Stihl	FS250R	287164416		Trimmer, Lawn	
		211192	2011	Gravely	991089	002715		Mower, Riding, Outfront, 44"	
		211204	2011	Stihl	FC110	286371527		Edger, Pole	
Station 6	AT-4	211241	2010	Stihl	MS-290		287250318	n/a	6/23/2014
Station 1		211242	2011	Stihl	BG86	286943166		Blower, Leaf	
Station 2		212008	2012	Stihl	BG86	287527739		Blower, Leaf	
Station 19		212009	2012	Stihl	BG86	287527725		Blower, Leaf	
		212092	2012	Husqvarna	K1260	20083300210		Saw, Pipe, 14"	
		212161	2013	Toro	20371	312175758		Mower, W/B, S/P, 22", Hi Wheel	
Station 6		213086	2013	Toro	20371	313021163	4229304878	Mower, S/P, W/B	
Station 9		213087	2013	Toro	20371	313020850	4229637938	Mower, S/P, W/B	
Station 15		213088	2013	Toro	20371	313020858	4229638178	Mower, S/P, W/B	
Station 16		213089	2013	Toro	20371	313020855	4229638148	Mower, S/P, W/B	
Station 12		213090	2013	Toro	20371	313021161	4229304908	Mower, S/P, W/B	
Station 8		213091	2013	Toro	20371	313020860	422963188	Mower, S/P, W/B	
Station 7		213092	2013	Toro	20371	313020852	4229638238	Mower, S/P, W/B	
Station 19		213093	2013	Toro	20371	313020861	4229638168	Mower, S/P, W/B	
Station 14		213094	2013	Toro	20371	313020853	4229638218	Mower, S/P, W/B	
Station 4		213095	2013	Toro	20371	313021165	4229304918	Mower, S/P, W/B	
Station 11		213096	2013	Toro	20371	131020854	4229638248	Mower, S/P, W/B	
Station 5		213097	2013	Toro	20371	313021166	4229304928	Mower, S/P, W/B	
Station 10		213098	2013	Toro	20371	313021164	4229304898	Mower, S/P, W/B	
Station 18		213099	2013	Toro	20371	313020851	4229638048	Mower, S/P, W/B	
Station 2		213100	2013	Toro	20371	313020856	4229638208	Mower, S/P, W/B	

Location	Apparatus	Asset #	Year	Make	Model	VIN #	SERIAL #	Type	PM Turn-in
Station 13		213101	2013	Toro	20371	313020859	4229634438	Mower, S/P, W/B	
Station 5		213102	2013	Stihl	BG86	294661966		Blower, Leaf	
Station 17		213103	2013	Stihl	BG86	294661952		Blower, Leaf	
Station 16		213104	2013	Stihl	BG86	294661950		Blower, Leaf	
Station 11		213105	2013	Stihl	BG86	294661975		Blower, Leaf	
Station 18		213106	2013	Stihl	BG86	294662048		Blower, Leaf	
		213107	2013	Stihl	BG86	294661972		Blower, Leaf	
Station 13		213108	2013	Stihl	BG86	294661973		Blower, Leaf	
Station 2		213109	2013	Stihl	FS110R	294422486		Trimmer, Lawn	
		213110	2013	Stihl	FS110R	294422466		Trimmer, Lawn	
Station 13		213111	2013	Stihl	FS110R	294422483	294422483	Trimmer, Lawn	
Station 4		213112	2013	Stihl	FS110R	294422474		Trimmer, Lawn	
Station 6		213113	2013	Stihl	FS110R	294422465		Trimmer, Lawn	
Station 11		213114	2013	Stihl	FS110R	294422455		Trimmer, Lawn	
Station 1		213115	2013	Stihl	FS110R	294422468		Trimmer, Lawn	
Station 16		213116	2013	Stihl	FS110R	294422469		Trimmer, Lawn	
Station 18		213117	2013	Stihl	FS110R	294422487		Trimmer, Lawn	
Station 9		213118	2013	Stihl	FS110R	294422480		Trimmer, Lawn	
		213163	2013	Stihl	FS110R	291764099		Trimmer, Lawn	
		213164	2013	Stihl	FS110R	295285426		Trimmer, Lawn	
		213188	2013	Toro	20371	313135637		Mower, W/B, S/P	
Station 19	AT-3	214016	2014	Stihl chain saw	26RS68	297934952	297934952	Saw Chain	
Station 6		214216	2014	Stihl 24"	H556CE			Trimmer, Hedge	
		900105	1995	Tempest	Power-Blo	GC01-2363749		Blower, Backpack	
		900105	1995	Tempest	Power-Blo		GC01-2363749	n/a	S
Station 19	AT-3	900108		Stihl				Saw, (K-12)	
		900108	1995	Partner	K1200		4390122	n/a	S
		900109	1995	Onan	Pro-400		1006173	n/a	S
		900110	1995	E-Z-Go	PC954GX		12721	n/a	S
		900115	1985	Partner	K1200		n/a	n/a	S
		900125	1989	Dyna Pro	DP30001L		82053S89	n/a	S
		900128	1991	Echo	QV8000		n/a	n/a	S
		900130	1994	Pro Watt	194412		1276488	n/a	S
		900132	1995	Tempest	HS50-67325R		ENG11418	n/a	S
		900133	1994	Coleman	542000		243464	n/a	S
Station 14	E-14	900134	1994	Tempest	TGB184	07913767		Fan, Exhaust	
Station 18		900137	1994	Tempest	DD18144	11942513		Fan, Exhaust (PPV)	
		900141	1997	Echo	QV8000		3711	n/a	S
		900143	1990	Tempest	HS50-67293F		352B	n/a	S
		900173	1997	Lawn Boy	10202		4901414	n/a	S
		900174	1997	Sears	Eager-1		111693M002109	n/a	S
		900175	1997	MTD	Mastercraft		1K186C40296	n/a	S
		900179	1990	Snapper	21351	64073144		Mower, W/B	
		900185	1997	MTD	11A084A054		1K186C40312	n/a	S
		900186	1997	Sears	Eager-1		072992M020235	n/a	S
		900187	1986	Yazoo	0		J383904	n/a	S
		900192	1997	Sears	Eager-1		511602243	n/a	S
Station 3	AT-1	900438	1998	Super Vac	724GYH	5273		Fan, Exhaust	
		900438	1998	Super Vac	724GYH		5273	n/a	S
		900907	1998	Honda	MS50	EA71174189		Generator, Portable	
		900911	1993	McCullogh	3558		21062585	n/a	S
		900917	1995	Hurst	126702	400101		Jaws, Cutting	
		900917	1995	Hurst	126702		400101	n/a	S
		900920	1996	American	ACBBTGTB		10683	0	S
		901139	1997	Mercury	110		3928360	n/a	S
		901193	1997	Weedeater	n/a		94326N02852	n/a	A

Location	Apparatus	Asset #	Year	Make	Model	VIN #	SERIAL #	Type	PM Turn-in
		920125	1992	Bass Tracker	J/14 Topper		BUJ27805K192	n/a	S
		995108	2000	Cutter's Edge	16"	993200506		Saw, Chain	
		995108	2000	Cutter's Edge	2065RS		993200506	n/a	S
		995110	2000	Cutter's Edge	16"	994800129		Saw, Chain	
		995111	2000	Cutter's Edge	16"		993800405	n/a	S
		995162	2000	Super Vac	724G4		4768	n/a	S
		209275A	2010	Worksaver	SSPF-448	19984		Forks, Pallet, Detachable	
		900061A	1997	McLane	8013RP9	372280		Edger, Lawn	
Station 3	AT-1	900092B	1998	Partner	K1200	7150039		Saw, Pipe (K-12)	
		900180A	1995	Yazoo	n/a	133432		Mower, W/B	
		900191A	1995	Sears	0		224823516	n/a	S
Station 3	AT-1	F00079	2001	Hurst	ML32	109242		Pump, Sump	
Station 8		F002347					2A8X50254RB	Trimmer, Lawn	
		F02271	2002	Snapper	MR216015B		11511907	n/a	S
		f02338	2002	Tempest	OD24H65		9025859	n/a	S
Station-6	AT-4	F02339	2003	Cutter's Edge	16"	967171600		Saw, Chain	
		F02339	2003	Cutter's Edge	16"		967171600	n/a	S
		F02344	2001	Snapper	MRP216015B		11127124	n/a	S
Station 9		F02350	2003	Stihl	BG85	55994254		Blower, Handheld	
Station 6	AT-4	F02390	2002	Hurst	ML32	51759X		Pump, Sump	
		F02390	2002	Hurst	ML32		51759X	n/a	S

		274034110 - Fire Department Equipment							
Location	Call Sign	Asset #	Year	Make	Model	VIN #	License Number	Type	PM Service Date
Admin	Logistics 1	204035	2004	Ford	Crown Victoria	2FAFP74W14X173858		Auto, Large, 4 Door	
Admin	Training 4	204036	2004	Ford	Crown Victoria	2FAFP74W34X173859		Auto, Large, 4 Door	
Admin	Training 1	204037	2004	Ford	Crown Victoria	2FAFP74WX4X173857		Auto, Large, 4 Door	
Admin	Logistics 2	204038	2004	Ford	E250	1FTNE24W14HB25100		Van, Cargo	
		204039	2004	Ford	Expedition	1FMPU16W54LB42218		Truck, SUV	
Station 1	Battalion 1	204040	2004	Ford	Expedition	1FMPU16W34LB42217		Truck, SUV	
		204042	2004	Ford	Expedition	1FMPU16W74LB42219		Truck, SUV	
Training Center	903 Reserve	204190	2004	Ford	Expedition	1FMPU16W14LB42216		Truck, SUV	
911 Center	EMA	204199	2004	Ford	Explorer	1FMZU72KX4ZB24423		Truck, SUV	
Station 1	701	206117	2006	Kawasaki	JT1500-AS	US-KAW50786L405		Jet Ski	
Admin	Logistics 3	206121	2006	Lawrimore	6.5 X12	LAW19863562280921	GV87917	Trailer, Landscape	
Station 1	Water Rescue	206191	2006	Nautica	RIB24CAT	PTJ25732G606		Boat, Emergency Rescue, 24 ft.	
		206192	2006	Ameri Trail	AL24T	4DJAB242X6A000465	GV31848	Trailer, Boat, Tandem Axle	
Admin	Special Ops	208089	2008	Ford	Expedition	1FMFU16578LA71113	GV76850	Truck, SUV	
Training Center	Med-1	208090	2008	Ford	Expedition	1FMFU16528LA71116		Truck, SUV	
Training Center	Training Chief	208091	2008	Ford	Expedition	1FMFU16598LA71114	GV76853	Truck, SUV	
Training Center	900 Reserve	208092	2008	Ford	Expedition	1FMFU16508LA71115	GV76854	Truck, SUV	
Fire Bureau	Inspector 2	208093	2008	Ford	Ranger	1FTYR14U08PA85839		Truck, P/U, Cmp., Ext. Cab, 4x2	
Fire Bureau	Inspector 3	208094	2008	Ford	Ranger	1FTYR14U78PA85840		Truck, P/U, Cmp., Ext. Cab, 4x2	
Admin	Logistics 3	208095	2008	Ford	F250	1FTSW20578EE05205		Truck, P/U, F/S, Crew Cab, 4x2	
Training Center	Special Ops	208202	2008	Ford	F450	1FDXX46R18EE53903	GV42043	Truck, Disaster Response	
Admin	Special Ops	208252	2008	Club Car	295	RF0846977507		Cart, Utility	
Training Center	Admin	208271	2008	Take 3 Trailers	Model 53	1T9LS53338B540110	GV42042	Trailer, Car Hauler, 53'	6/23/2014
		209213	2010	Freedom	6x12	5WKBE1219A1006178		Trailer, Cargo, Enclosed, 6x12	
Training Center		209275	2009	Kubota	L5240HST3	70176		Tractor, Loader	6/23/2014
Fire Bureau	Fire Marshall	210128	2010	Ford	Explorer	1FMEU6DE5AUA81179	GV83880	Truck, SUV	
Fire Bureau	Inspector 5	210162	2011	Ford	Ranger	1FTKR1ED9BPA06907		Truck, P/U, Cmp., Ext. Cab, 4x2	
Fire Bureau	Inspector 4	210163	2011	Ford	Ranger	1FTKR1ED0BPA06908		Truck, P/U, Cmp., Ext. Cab, 4x2	
Station 1	Water Rescue	210266	2011	Ford	F250	1FT7W2AT8BEC02527	GV32119	Truck,Pickup,Crew Cab, 4x2	
Training Center	706	211157	2009	Ford	F450	1FDAF47R39EA28689		Truck, Patrol, Fire	
EMA/911 Ctr		212150	2012	Look	8X20	53BTE2029CU003389	GV5035C		
Admin	Fire Chief	212177	2013	Ford	Explorer	1FM5K8B89DGB71212	GV5336C	Truck, SUV	
Admin	Deputy Chief	212178	2013	Ford	Explorer	1FM5K8B80DGB71213		Truck, SUV	
Station 18	Battalion 3	212190	2013	Ford	Expedition	1FMJU1G57DEF27652		Truck, SUV	
Station 8	Battalion 2	212191	2013	Ford	Expedition	1FMJU1G59DEF27653	GV7325C	Truck, SUV	
Fire Bureau	Investigator 1	212192	2013	Ford	F150	1FTMF1CM0DKD83761		Truck,P/U,R/C,4x2	
Fire Bureau	Investigator 2	212193	2013	Ford	F150	1FTMF1CM2DKD83762	GV7313C	Truck,P/U,R/C,4x2	
		213127	2013	Freedom	6x12	5WKBE1215D1019336	GV7339C	Trailer, Cargo, Enclosed	
		213128	2013	Freedom	8.5x20	5WKBE2027D1019338	GV7338C	Trailer, Cargo, Enclosed	
		890591	1989	Tagalong	6X10	46CFB1012KM000334	GV32331		T
Training Center	Lt. Bradley	900110	1995	E-Z-Go (golf Cart)	PC954GX	12721		Cart, Utility	
		900140	1990	Homemade	0	T473844	GV32425		T
		950266	1996	International	4700LP	1HTSLABK4TH342354	GV32337	Van, Cargo	
Training Center	Lt. Bradley	950320	1995	Terry's Trailer	5x10	1B9UM1114SW170050		Trailer, Utility	
Training Center	15 Passenger	984137	1998	Ford	E350	1FBSS31F8WHC18631	GV32341	Van, Work Detail	
Station 1	Water Rescue	985000	1997	Starline	PW80G	4SP11131XVA000862	GV32424	Trailer, Ski Jet	
EMA/911 Ctr	Water Rescue Dive Team	985016	1999	Tennessee Trail	Tra-rem	1TPAJDR13X1090255	GV76470	Trailer	
EMA/911 Ctr		985026	1998	Rescue One	Connecter	0MCR4806F798	N/A		
EMA/911 Ctr	Water Rescue Dive Team	994206					GV77256	Truck	
Training Center	708	994249	2000	International	4700	1HTSCAANXYH314139	GV6740D	Truck, Dump, Single Axle	6/23/2014
Training Center	Spare Vehicle	994410	2000	Ford	Ranger	1FTYR14V9YTB01133	GV32356	Truck, P/U, Cmp., Ext. Cab, 4x2	
Training Center	Training 3	994411	2000	Ford	Ranger	1FTYR14V0YTB01134	GV32357	Truck, P/U, Cmp., Ext. Cab, 4x2	
Training Center	Training 2	994413	2000	Ford	Ranger	1FTYR14V4YTB01136		Truck, P/U, Cmp., Ext. Cab, 4x2	
Training Center	Spare Vehicle	994414	2000	Ford	Ranger	1FTYR14V6YTB01137	GV32360	Truck, P/U, Cmp., Ext. Cab, 4x2	
Training Center	Spare Vehicle	994469	2000	Ford	Windstar	2FMZA514XYBC98842	GV32365	Van, Passenger, 7	

Location	Call Sign	Asset #	Year	Make	Model	VIN #	License Number	Type	PM Service Date
Training Center		995085	1999	Terry's Trailer	Flatbed	1B9UM2020XW170114	GV32366	Trailer, Utility, 8x20	
Training Center	Fire Safety (H)	995089	1999	Scotty's	HD32PC	1SSTTPTXX11SS465	GV32428	Trailer, Fire, Safety	
		995205	1999	Homemade	JST2W	HM12345678910		Trailer, Jet Ski, Dual	
Fire Admin		209214A	2009	Trail King	TK40LP	1TKC034269M049194		Trailer, 40', Emergency Response	6/23/2014
		F00086	2001	Isuzu	NPR	JALB4B14617010016		Truck, Flatbed	
		F00113	2001	Ford	Ranger	1FTYR14V71TB05350	GV32371	Truck, P/U, Cmp., Ext. Cab, 4x2	
Training Center	Spare Vehicle	F00201	2002	Ford	Taurus	1FAFP53261A271470	GV32408	Auto, Midsize, 4 Door	

Hazmat 1

Hazmat Decon

DEPARTMENT: 274034110 - Fire Department Equipment

LOCATION	EQUIPMENT	YEAR	MAKE	MODEL	TYPE	SERIAL	LICENSE	TYPE
	203225	2003	Snapper	MR216015B		11525545	n/a	S
	203227	2004	Honda	363R168		52474X	n/a	S
	203277	2003	Snapper	MR216517B		41028433	n/a	S
	203289	2003	Stihl	BG85		61584000	n/a	S
	204071	2004	Snapper	P216517B		41045437	n/a	S
	204192	2004	Tempest	700-024		0504-10256	n/a	S
	204267	2004	Hurst	GSV190		GJACA-1008231	n/a	S
Station 8	205064	2005	Stihl	BG85		264039779	n/a	S
	205113	2005	Stihl	FS80R		265092220	n/a	S
	205217	2005	Stihl	FS80R		265089458	n/a	S
	205220	2005	Stihl	BG85		265478619	n/a	S
	205221	2005	Stihl	FC-110		265938251	n/a	S
	205279	2005	Stihl	MS192T		265984543	n/a	S
	205281	2005	Partner	K950/K12		51400075	n/a	S
	206014	2006	Stihl	MS-290		267333976	n/a	S
AT-1	206015	2006	Stihl	MS-290		267333953	n/a	S
	206124	2006	Stihl	BR420C		267974228	n/a	S
	208126	2008	Stihl	BR550		273812649	n/a	S
	208176	2008	Shark	KG-313137		100654	n/a	S
	208181	2008	Stihl	BG85		274753063	n/a	S
	208219	2008	Tempest	700-024		061-908-050-00573	n/a	S
	208239	2008	Stihl	BG85		275920534	n/a	S
	208251	2008	McLane	28RC		622036	n/a	S
	209194	2009	Honda	HHT35SLTAT		1008851	n/a	S
	209275A	2010	Worksaver	SSPF-448		19984	n/a	Y
	209283	2009	Husqvarna	3120K		73800002	n/a	S
	209284	2009	Honda	TNT Rescue		GCAHT1426470	n/a	S
	209285	2009	Husqvarna	575XP		70800141	n/a	S
	209288	2009	Husqvarna	575XP		65200126	n/a	S
	209289	2009	Honda	WT20X		GCAAK-1295170	n/a	S
	209290	2009	Honda	EU3000IS		EZGA-1195088	n/a	S
	209291	2009	Speedaire	1VN93		50820087543	n/a	S
	209292	2009	Honda	EM5000SXK1A		50820087543	n/a	S
	209293	2009	Stanley	59091		08050629/02609706	n/a	S
	209294	2008	Jonsered	CS2165		08-3700376	n/a	S
	210001	2009	Husqvarna	K750		83200771	n/a	S
	210070	2010	Gravely	GV991076		344	n/a	A
	210103	2010	Stihl	BG86		281594820	n/a	S
	210125	2010	Stihl	HS45		801041439	n/a	S
	210140	2010	Stihl	BG86		282526147	n/a	S
	211095	2011	Stihl	BR550		286153176	n/a	S
	211123	2011	Snapper	SP22675		2014978260	n/a	S
	211124	2011	Stihl	FS250R		286437264	n/a	S
	211241	2010	Stihl	MS-290		287250318	n/a	S
	890591	1989	Tagalong	6X10		46CFB1012KM000334	GV32331	T
	900105	1995	Tempest	Power-Blo		GC01-2363749	n/a	S
	900108	1995	Partner	K1200		4390122	n/a	S
	900109	1995	Onan	Pro-400		1006173	n/a	S
	900110	1995	E-Z-Go	PC954GX		12721	n/a	S
	900115	1985	Partner	K1200		n/a	n/a	S
	900125	1989	Dyna Pro	DP30001L		82053S89	n/a	S

	900128	1991	Echo	QV8000		n/a	n/a	S
	900130	1994	Pro Watt	194412		1276488	n/a	S
	900132	1995	Tempest	HS50-67325R		ENG11418	n/a	S
	900133	1994	Coleman	542000		243464	n/a	S
	900140	1990	Homemade	0		T473844	GV32425	T
	900141	1997	Echo	QV8000		3711	n/a	S
	900143	1990	Tempest	HS50-67293F		352B	n/a	S
	900173	1997	Lawn Boy	10202		4901414	n/a	S
	900174	1997	Sears	Eager-1		111693M002109	n/a	S
	900175	1997	MTD	Mastercraft		1K186C40296	n/a	S
	900185	1997	MTD	11A084A054		1K186C40312	n/a	S
	900186	1997	Sears	Eager-1		072992M020235	n/a	S
	900187	1986	Yazoo	0		J383904	n/a	S
	900191A	1995	Sears	0		224823516	n/a	S
	900192	1997	Sears	Eager-1		511602243	n/a	S
	900438	1998	Super Vac	724GYH		5273	n/a	S
	900911	1993	McCullogh	3558		21062585	n/a	S
	900917	1995	Hurst	126702		400101	n/a	S
	900920	1996	American	ACBBTGTB		10683	0	S
	901139	1997	Mercury	110		3928360	n/a	S
	901193	1997	Weedeater	n/a		94326N02852	n/a	A
	920125	1992	Bass Tracker	J/14 Topper		BUJ27805K192	n/a	S
	995108	2000	Cutter's Edge	2065RS		993200506	n/a	S
	995111	2000	Cutter's Edge	16"		993800405	n/a	S
	995162	2000	Super Vac	724G4		4768	n/a	S
	F02271	2002	Snapper	MR216015B		11511907	n/a	S
	f02338	2002	Tempest	OD24H65		9025859	n/a	S
	F02339	2003	Cutter's Edge	16"		967171600	n/a	S
	F02344	2001	Snapper	MRP216015B		11127124	n/a	S
	F02390	2002	Hurst	ML32		51759X	n/a	S

ENGINEERING STAFF EMPLOYEES AND EQUIPMENT:

	EQUIPMENT		
NO.	EQUIPMENT ASSET #	ASSET DESCRIPTION	UNIT RATE
1	204003	SAW, CHAIN, 20"	$3.70
2	204333	2005 FORD F-150 4X2	$35.00
3	204339	2005 FORD F150 4X2	$35.00
4	994223	2000 INTL. TRUCK, DUMP, TANDEM	$44.00
5	210173	MOTORGRADER, CAT	$80.00
6	204325	2005 GMC FUEL TRUCK	$44.00
7	207074	2008 INTL. TRUCK, DUMP, TANDEM	$44.00
8	994214	2000 INTL. TRUCK, DUMP, SINGLE AXLE	$35.00
9	214004	SAW, CHAIN, 18"	$3.70
10	994224	2000 INTL. TRUCK, DUMP, TANDEM	$44.00
11	204342	2005 FORD F250 4X2	$35.00
12	994246	2013 FORD EXPLORER	$19.00
13	994418	2000 FORD F150 4X2	$35.00
14	206003	2006 BOBCAT, SKID STEER	$26.00
15	204011	SAW, CHAIN, 18"	$3.70
16	207224	SAW, CHAIN, 20"	$3.70
17	994179	1999 FORD F-150 4X2	$35.00
18	994404	2000 FORD RANGER	$35.00
19	209264	SAW, CHAIN, 20"	$3.70
20	204010	SAW, CHAIN, 18"	$3.70
21	210220	SAW, CHAIN, 18"	$3.70
22	211211	SAW, CHAIN, 18"	$3.70
23	211213	SAW, CHAIN, 18"	$3.70
24	211251	SAW, CHAIN, 18"	$3.70
25	209181	SAW, CHAIN, 36"	$3.70
26	211272	SAW, CHAIN, 18"	$3.70
27	211273	SAW, CHAIN, 18"	$3.70
28	994225	2000 INTL. TRUCK, DUMP, TANDEM	$44.00
29	994405	2000 FORD RANGER 4X2	$35.00
30	210150	2010 FORD EXPLORER 4X4	$19.00
31	210172	MOTORGRADER, CAT	$80.00
32	960440	2008 FORD/ALTEC BUCKET TRUCK	$35.00
33	213150	SAW, CHAIN, 20"	$3.70
34	204258	2008 FORD/ALTEC BUCKET TRUCK	$35.00
35	206008	STERLING/VACTOR SEWER VACUM	$44.00
36	205282	2006 FORD F250 4X2	$35.00
37	210149	2010 FORD EXPLORER 4X4	$19.00
38	994174	1999 FORD F-150 4X2	$35.00
39	994224	2000 INTL. TRUCK, DUMP, TANDEM	$44.00
40	32065	1993 INTL. TRUCK, DUMP, SINGLE AXLE	$44.00
41	206109	2006 FORD F150 4X2	$35.00
42	214002	SAW, CHAIN, 18"	$3.70
43	206029	SAW, CHAIN, 18"	$3.70
44	213137	2013 FORD EXPLORER	$19.00
45	210173	MOTORGRADER, CAT	$80.00
46	204333	2005 FORD F-150 4X2	$35.00
47	994223	2000 INTL. TRUCK, DUMP, TANDEM	$44.00
48	994225	2000 INTL. TRUCK, DUMP, TANDEM	$44.00
49	994224	2000 INTL. TRUCK, DUMP, TANDEM	$44.00
50	32065	1993 INTL. TRUCK, DUMP, SINGLE AXLE	$44.00
51	204339	2005 FORD F150 4X2	$35.00

Disaster Response Equipment and Vehicles

Department	Equipment Description	Capacity	Quanity	FEMA Code	FEMA Rate
Recreation, Parks & Facilities	Ariel Lift, Truck, Ford F550 (209274)	40 ft.	1		
Recreation, Parks & Facilities	Ariel Lift, Truck, GMC 3500 (994119)	40 ft.	1		
Recreation, Parks & Facilities	Chain Saw (208013)	20 in.	1		
Recreation, Parks & Facilities	Generator Honda EG 3500 (203114)		1		
Recreation, Parks & Facilities	Generator Honda EG 3500 (203115)		1		
Recreation, Parks & Facilities	Pump (203312)	100 gal/min	1		

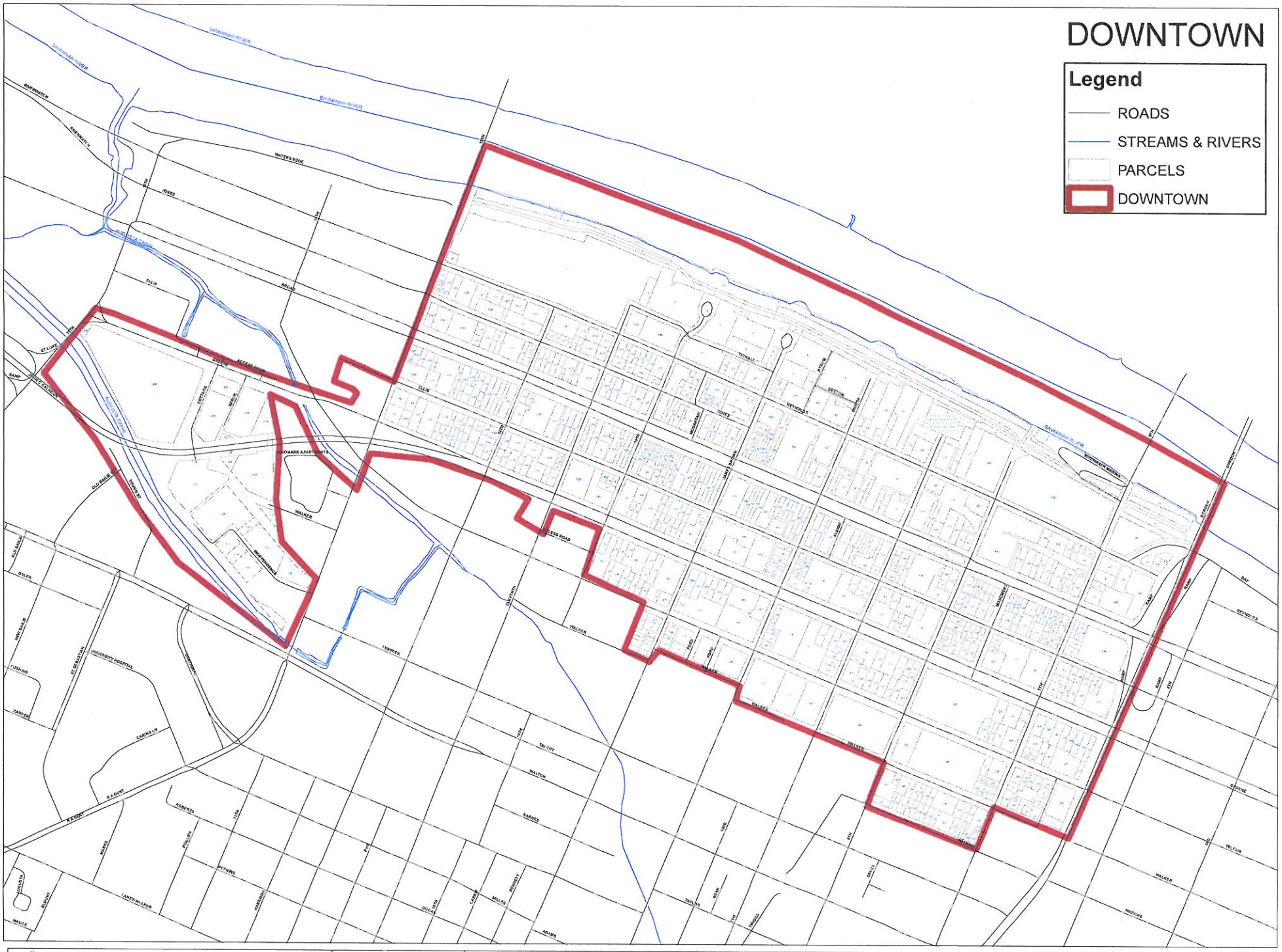
Appendix P: Historical Districts

National Historic Preservation Act of 1966 Document stored: N:\EMACommon\Debris Plan

http://www.achp.gov/docs/nhpa%202008-final.pdf

Historic area maps included of:

- Downtown Augusta
- Olde Town
- Summerville



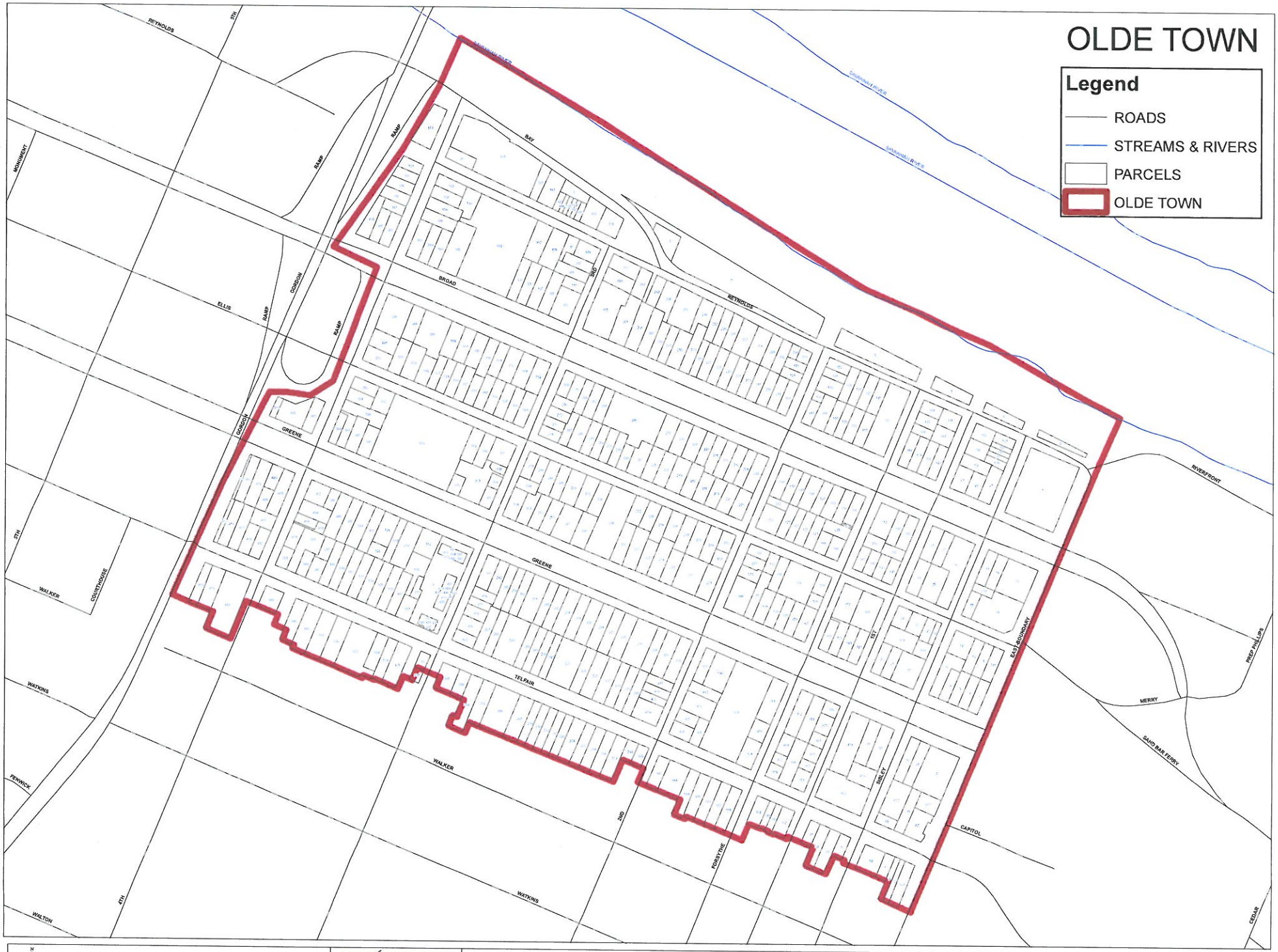
Augusta GEORGIA

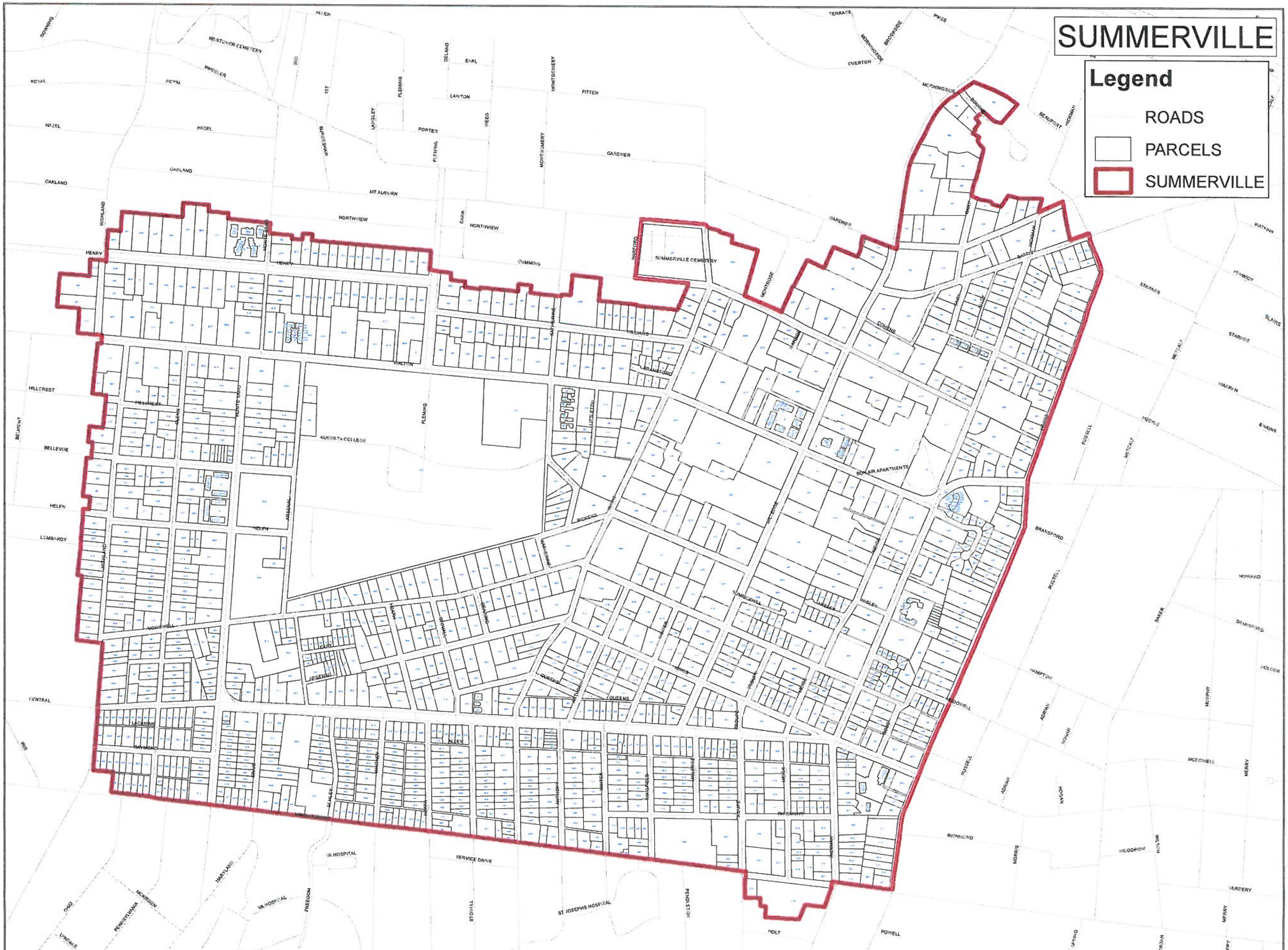
PLANNING & ZONING
Augusta Richmond County

Projection	Stateplane
Zone	3651
Units	Feet

Augusta, GA Disclaimer

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information in completeness. Various spatial and dimensional tolerances are inherent in the automated mapping process of Augusta, GA. Augusta, GA and the component contributing data sources do not assume responsibility for the information or accuracy contained on this map. It is strictly for informational use only and shall not be used for any reason without the written consent of the Augusta-Richmond County Commission.


OLDE TOWN
Legend
ROADS
STREAMS & RIVERS
PARCELS
OLDE TOWN
REYNOLDS
5TH
MONUMENT
RAMP
BAY
BROAD
3RD
REYNOLDS
ELLIS
GORDON
GREENE
RIVERFRONT
5TH
WALKER
COURTHOUSE
GREENE
1ST
EAST BOUNDARY
PREP PHILLIPS
WATKINS
TELFAIR
MERRY
SAND BAR FERRY
PENWICK
WALKER
SIBLEY
2ND
CAPITOL
FORSYTHE
4TH
WATKINS
WALTON
CEDAR
0 110 220 440 660 880 Feet
Augusta
GEORGIA
PLANNING & ZONING
Augusta Richmond County
Projection Stateplane
Zone 3651
Units Feet



N W E S

0 237.5 475 950 1,425 1,900 Feet

Augusta GEORGIA

PLANNING & ZONING

Augusta Richmond County

Projection Stateplane
Zone 3651
Units Feet

Appendix Q: Debris Removal Contractor Solicitation and Evaluation

Augusta GEORGIA

Procurement Department

Mrs. Geri Sams, Director

September 5, 2014

To: Chris James, Director Fire Department

Ref: RFP #14-189 Debris Removal Services for Augusta Fire/Emergency Management

Enclosed is a copy of the submittals received as it relates to the above referenced RFP Item 14-189. The evaluation committee consisting of the following people will meet to review submittals on one of the following days. Please select one of the dates listed below and notify Nancy Williams @ 706 821-2355 immediately as it relates to the evaluation process and presentations.

Wednesday, September 24, 2014 or
Thursday, September 25, 2014

The meeting will be held in the Procurement Department Conference Room from 2:00 p.m. to 5:00 p.m.

Tameka Allen – Interim Administrator
Steve Cassell – Interim Deputy Administrator
Chris James, Director – Fire Department
Mie Lucas – Emergency Management
Abie Ladson, Director – Engineering Department
Donna Williams – Director – Finance Department or designee
Mark Johnson – Director – Environmental Services Department
Representative from Procurement

Attached also is a copy of the RFP specifications, tabulation sheet and a copy of the evaluation sheets. Please review the vendor packages and complete your evaluation sheets prior to the meeting. This will ensure that you will be prepared to discuss your recommendations with the committee. Thank you in advance for your prompt attention to this matter. Please do not hesitate to contact me if there are any questions on this item at (706) 821-2422. Six (6) packages will be delivered to you on Friday, September 5, 2014.

Listed below are the tentative dates for presentations for the short listed vendors.
Wednesday, October 15, 2014
Thursday, October 16, 2014

Sincerely,

Geri A. Sams, Director
Procurement Department

GAS/nw

Attachment (as indicated)

cc: All Committee Members

Room 605 - 530 Greene Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811
www.augustaga.gov
Register at www.demandstar.com/supplier for automatic bid notification

Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia

Augusta
GEORGIA

TO: Evaluation Committee Members

FROM: Procurement Services

SUBJECT: Instructions for Participation on a City Procurement Evaluation Committee

Thank you for your willingness to participate on the Evaluation Committee for this procurement.

In order to assist you in this role, Procurement Services has developed the attached "Instructions for Participation on an Augusta, Georgia Evaluation Committee," which provides you with an overview of the role of the Evaluation Committee in the procurement process and information regarding your responsibilities as an Evaluation Committee member.

As an Evaluation Committee member your responsibilities include being objective, impartial, unbiased and fair in all aspects of the evaluation process and you must adhere to the Augusta, Georgia's Procurement Policies and Procedures, the State/Federal laws, regulations and policies governing public procurement and the Georgia Uniform Code of Ethics.

Should you have any questions regarding participation on the Evaluation Committee, please make them known to the Procurement Services Director or the representative assigned to your Evaluation Committee or contact Procurement Services directly (Ext. 2422). We will do all that we can to ensure the best use of your time as you serve in this critical role in evaluating the bid proposals received and recommending a contract award.

Your evaluation package will include the following:

1. The **Evaluation of Mandatory Requirements** Worksheet to be filled out as you reviews each package with a YES or NO response in each area.

2. The Individual **Evaluation Committee Sheet** Worksheet to be filled out by you ranking each vendor to determine to be the most responsive, responsible bidders that will be in the best interest of Augusta, Georgia.

Please note the **Evaluation Sheets** for **Request for Proposal 14-189 Debris Removal Service** has been forwarded to you under separate cover and via email in Excel for your convenience .

INSTRUCTIONS FOR PARTICIPATION
ON A AUGUSTA, GEORGIA EVALUATION COMMITTEE

I. The Role of the Evaluation Committee in the Procurement Process.

The Evaluation Committee's role in the procurement process is to evaluate bid proposals received and to recommend a possible contract award. The Evaluation Committee's goal is to reach a consensus decision as to which bidder is to be recommended for contract award based upon the evaluation criteria contained in the request for proposals or qualifications (RFP/RFQ). Such consensus decision is based upon the Evaluation Committee's analysis and discussion of the bid proposals received. The Department Director of the user department will make the recommendation to Commission Committee after a determination has been reached. The item will be placed on the Muni-Agenda for various levels of approvals (Procurement, Finance, Law, Information Technology and/or the Administrator's Offices) and the required attachments.

II. Formation and Composition of the Evaluation Committee

The Evaluation Committee is formed prior to the pre-bid meeting, or if there is no pre-bid meeting, prior to the receipt of bid proposals. This is done to ensure that there is no perception that the Evaluation Committee was formed to favor a particular bidder. The Evaluation Committee generally includes individuals that bring together the expertise necessary to evaluate the bid proposals received.

Individuals, who have a known or perceived conflict of interest with any potential bidder, or with any potential subcontractor of a potential bidder, should not serve on the Evaluation Committee. Individuals who become aware of an actual, perceived or possible conflict of interest during their service on the Committee should immediately notify the assigned Procurement Services employee or the Director of Procurement Services (in writing). The Procurement Services employee or the Director of Procurement Services will inform the Augusta, Georgia Law Department/Procurement Director who will review the issue in accordance with established procedures.

The Evaluation Committee ordinarily consists of three (3) to five (5) members. The Procurement Services employee assigned to the Committee provides guidance regarding applicable Procurement Policies and Procedures.

For procurements related to major capital projects or services, the evaluation process may be undertaken in two phases. During the first phase an initial Evaluation Committee will be formed as noted above. The Phase One Evaluation Committee will identify three (3) to five (5) finalists considered to be the most responsive, responsible bidders.

The Evaluation Committee may consult with other Augusta, Georgia staff regarding technical or other specialized aspects of the RFP. However, only Evaluation Committee members may deliberate and participate in the Award Recommendation (to the user department).

III. Responsibilities and Conduct of Evaluation Committee Members during the Procurement Process.

A. Evaluation Committee members must adhere to the following general principles of conduct:

- Abide by the applicable provisions of the Augusta, Georgia Uniform Code of Ethics (http://www.augustaga.gov).

- Conduct themselves in a professional manner at all times, whether with other Evaluation Committee members, bidders, or the public;

- Be objective, impartial, unbiased, and fair in all aspects of the evaluation process;

- Refer all inquiries relating to the evaluation of bid proposals received, whether from Augusta, Georgia staff, bidders, the general public, elected officials or the press, to the Procurement Services representative on the Evaluation Committee or to the Director of Procurement Services;

- Hold all Evaluation Committee proceedings, bid proposals and writings, including but not limited to email exchanges, in strict confidence;
- Immediately make known to the Procurement Services representative on the Evaluation Committee any real or perceived conflict of interest of any party involved in the procurement process, particularly with bidders, including proposed subcontractors of bidders; and

- Have no direct or indirect personal financial interest in any bidder, or proposed subcontractor thereof.

B. Evaluation Committee Member Specific Responsibilities

Being an Evaluation Committee member entails the following:

- Requires a commitment of time and sound judgment.
- Members MUST be on-time to all processes;
- Becoming familiar with the requirements of the RFP/RFQ;
- Adhering to the evaluation criteria set forth in the RFP/RFQ;
- Conducting a review of bid proposals prior to the initial Evaluation Committee meeting;
- Participating in an initial Evaluation Committee meeting, at which Evaluation Committee members discuss their initial reactions to the bid proposals and determine whether clarifications to any of the bid proposals are necessary. If clarifications are necessary, such clarifications can be through either written questions to the bidder or an oral presentation by the bidder;
- Attending all oral presentations;
- Attending a final Evaluation Committee meeting, at which a determination is made as to which bidder will be recommended for contract award;
- Participating in the drafting of the Evaluation Committee's Award Recommendation; and
- If requested, clarifying the contents of the Evaluation Committee's Award Recommendation to Augusta, Georgia Commission by the user department's representative.

Augusta GEORGIA

Procurement Department

Mrs. Geri Sams, Director

MAILED

TO: All Bidders
Phyllis Johnson, Quality Assurance Analyst
Chris James, Fire Department

FROM: Geri Sams
Procurement Director

DATE: June 27, 2014

SUBJ: **Clarifications to Specifications**

RFP ITEM: 14-189 Debris Removal Services for the Fire Department/Emergency Management

NEW RFP OPENING DATE: Friday, August 29, 2014 at 11:00 a.m.

ADDENDUM NO. 1

This Addendum shall form a part of the referenced RFP Item #14-189 and any agreement entered into in connection therewith equally as if bound into the original document. YOU MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM.

1. MANDATORY PRE PROPOSAL/TELEPHONE CONFERENCE:

A **Mandatory Pre Proposal/Telephone Conference** will be held on **Wednesday, July 23, 2014 @ 3:00 p.m**. in the Procurement Department, 530 Greene Street, Room 200W, Augusta, GA 30901.

The **call-in telephone number for teleconferencing is 1-888-567-1602 (U.S. & Canada) and 862-255-5346 (International).** Call one of the dial-in numbers **at least five (5) minutes prior to the call.** You will be greeted by an operator and asked for your Name, Company, Fax Number, Mailing Address, and Telephone Number. Handy Hints: If you need assistance during your conference press *0 and an operator will assist you. For the best audio quality during your conference, use a landline phone with a handset or headset. Speakers do not present from mobile or speaker-phones. **Please note that all participants have to be present or call in using the teleconference phone number.**

A fee of $35.00 will be required from Firms participating in the Conference Call. The fee is required to be paid prior to the conference call. If your Firm is interested in participating via Telephone Conference, please submit a company or cashier's check in the amount of $35.00 **made payable to Augusta, Georgia Commission**. Mail your check so that it is received by the Procurement Department no later than Monday, July 21, 2014. Checks are to be addressed to Ms. Geri Sams, Procurement Department, (RE: RFP 14-189 Telephone Conference), 530 Greene Street, Room 605, Augusta, GA 30901. (Note: On the day of the Conference Call, if your company calls in from more than one telephone number, an addition fee of $35.00 will be billed to the company. No personal checks will be accepted).

2. LAST DAY FOR QUESTIONS: The last day for questions has been changed:

From: Friday, July 25, 2014 @ 5:00 p.m.
To: Monday, August 4, 2014 @ 5:00 p.m.

3. RFP DUE DATE: The RFP due date has been changed:

From: Friday, August 15, 2014 @ 11:00 a.m.
To: Friday, August 29, 2014 @ 11:00 a.m.

Please acknowledge addendum in your submittal

END ADDENDUM

Augusta GEORGIA

Procurement Department

Mrs. Geri Sams, Director

MAILED

TO: All Bidders
Phyllis Johnson, Quality Assurance Analyst
Chris James, Fire Department

FROM: Geri Sams
Procurement Director

DATE: July 3, 2014

SUBJ: **Clarifications to Specifications**

RFP ITEM: 14-189 Debris Removal Services for the Fire Department/Emergency Management

RFP OPENING DATE: Friday, August 29, 2014 at 11:00 a.m.

ADDENDUM NO. 2

This Addendum shall form a part of the referenced RFP Item #14-189 and any agreement entered into in connection therewith equally as if bound into the original document. YOU MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM.

1. **On page 16 of 53 within section 3.1 replace with the following language:**

3.1 DESCRIPTION AND OBJECTIVES:

Augusta-Richmond County is seeking proposals from qualified contractors for Debris Removal Services for a period of three (3) years with a possible three (3) subsequent one (1) year renewals. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to Augusta-Richmond County.

NOTE:
The following minimum bonding requirements, in accordance with 44 CFR Part 13.36(h):
- A bid guarantee from each bidder equivalent to five percent of the bid price;
- A performance bond on the part of the contractor for 100 percent of the contract price;

and
- A payment bond on the part of the contractor for 100 percent of the contract price.

Augusta-Richmond County will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Augusta-Richmond County may reject in whole or in part for good cause when in the best interest of Augusta-Richmond County.

2. **May we list personnel from Augusta-Richmond County who have utilized our services?** No

3. **Please complete and submit Attachment M with your submittal that has been included as a part of Addendum 2.**

Please acknowledge addendum in your submittal
END ADDENDUM

ATTACHMENT M
COMPLIANCE WITH 2 CFR 215-44

Positive efforts shall be made by vendors to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Augusta-Richmond County (ARC) shall consider ALL the factors listed prior to a contract being award. Please include in your submittal examples of past experience in complying with **2 CFR 215-44 on similar projects** and your company's plan in showing its positive effort to be in compliance for a possible contract with ARC. No contract will be considered or awarded if vendor(s) are found to be not in compliance with this or any part of this RFP.

My company has identified within it submittal its plan to comply with 2 CFR 215-44 addressing but not limited to the following:

	Yes or No
1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.	
(2) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises (Holding workshops, work with Augusta-Richmond County's departments to ensure compliance).	
(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.	
(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.	
(5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.	
(6) Positive efforts in the utilization of labor surplus firms.	

A contract shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.

SIGNATURE: _____ DATE: _____

TITLE: _____

FIRM: _____

Augusta GEORGIA

Procurement Department

Mrs. Geri Sams, Director

MAILED/FAXED

TO: All Bidders
Phyllis Johnson, Quality Assurance Analyst
Chris James, Fire Department

FROM: Geri Sams
Procurement Director

DATE: July 29, 2014

SUBJ: **Sign-In Sheets**

RFP ITEM: 14-189 Debris Removal Services for the Fire Department/Emergency Management

RFP OPENING DATE: Friday, August 29, 2014 at 11:00 a.m.

ADDENDUM NO. 3

This Addendum shall form a part of the referenced RFP Item #14-189 and any agreement entered into in connection therewith equally as if bound into the original document. YOU MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM.

Sign-In Sheets:

The Mandatory Pre-Proposal/Telephone Sign Sheets are attached.

Please acknowledge addendum in your submittal
END ADDENDUM

Room 605 - 530 Greene Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811
www.augustaga.gov
Register at www.demandstar.com/supplier for automatic bid notification

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Augusta Georgia

Request for Proposal (RFP)
14-189 Debris Removal Services
July 23, 2014
Generated by: Kbale

Infinite

3:00 PM EST

	NAME	COMPANY	MAILING ADD.	PHONE	FAX
1	Brian Smallwood	Crowbergulf	5435 Business Parkway Theodor Alabama 36582	251-459-7428	251-459-7430
2	Bucky Jackson	Graham County Land	3495 Lee Road, #10, Auburn AL 36830	334-821-1249	334-821-5227
3	Cliff Beal	Ashland Enviromental		504-722-4975	256-825-4100
4	Jason Sanders	D&J Enterprises		706-836-5160	N/A
5	Rebecca Bolen	Bergeron Emergency	10201 Parkside Drive, Suite 300 Knoxville TN	828-644-3222	N/A
6	Sandra Roberson	City of Augusta		706-821-4251	706-821-2811
7	Sandra Robinson	Office of Procurement Services	11639 Davis Creek Road East, Jacksonville Fl 32256	904-886-4300	904-886-4422
8	Sonny Armond	TAG Grinding Service		706-821-1042	N/A
9	Steve Castle	City of Augusta Services	19612 South West 69th Place, FT Lauderdale FL 33332	954-680-3715	866-757-7656
10	Tommy Webster	Phillips & Jordan	10201 Parkside Drive, Suite 300, Knoxville TN 37922	919-369-4685	865-688-8369
11	Wayne Floid	Phillips & Jordan	10201 Parkside Drive, Suite 300, Knoxville TN 37922	828-735-3145	828-479-0124

Geri Sams **SPEAKER**

Original - 1 of 2

Mandatory Pre-Proposal/Telephone Conference
RFP Item #14-189
Debris Removal Services
For Augusta, Georgia – Fire Department/Emergency Management
Wednesday, July 23, 2014 at 3:00 p.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Matt Sharpe	Ceres Environmental	6960 Professional Pkwy East Sarasota FL 34240	(813) 333-3033	866-220-5636	Prime
Al McClaran (Beibei Sun)	864-593-0706 Southern Disaster Recovery	419 The Parkway #214 Greer SC 29650	(864) 469-9776 Cell (864) 561-7797	864-469-9642	
3. Barrett Holmes	Crowder Gulf	109 Todd Ave Laurens, SC 29360	(864) 569-6611		Prime
4. Larry L McCord	Larry L McCord LLC.	2016 Highland Ave 30904	706-267-7998	706-736-6838	Prime
5. Christopher E James	EMA & Augusta Fire Dept	3117 Deans Bridge Rd Augusta GA, 30906	706 821-4230	706 821-1647	
6. Mie Lucas	Augusta Fire / EMA	3117 Deans Bridge Rd. Augusta, GA 30906	706 821-1106	706 821-1647	
7. Yvonne Gentry	DBE Dept.		706 821-2406		
8. Nancy Williams	Procurement		706 821-2355	706 821-2811	
9. Tony Mundy	American Environmental and Disaster Services	376 San Marcos Tr. New Braunfel, TX 78132	830-237-0964		
10. Shara Jordan	Georgia Curb Appeal Spec	4107 Oakdale Ave Augusta Georgia 30906	706 836-7503	706 592-0168	Prime
11. Rob Ray	[illegible] Brit. Inc.	565 E Hillsboro Blvd Deerfield Beach FL [illegible]	954-545-3535	954-545-3555	Prime
12. Phyllis Johnson	Procurement		706 821-2888	706 821-2811	

Original 2 of 2

Mandatory Pre-Proposal/Telephone Conference
RFP Item #14-189
Debris Removal Services
For Augusta, Georgia – Fire Department/Emergency Management
Wednesday, July 23, 2014 at 3:00 p.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Rob Ray	ASHBRITT, INC	565 E Hillsboro Blvd Deerfield Beach FL 33441	954-545-3535	954-545-3535	Prime
Darrell White	Procurement		706 821-2423	706 821-2811	
3. Sheila Paul K	Procurement		706 821-2422	706 821-2811	
4. L A Sams	Procurement				
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

Augusta GEORGIA

Procurement Department

Mrs. Geri Sams, Director

MAILED/FAXED

TO: All Bidders
Phyllis Johnson, Quality Assurance Analyst
Chris James, Fire Department

FROM: Geri Sams
Procurement Director

DATE: August 14, 2014

SUBJ: **Responses to Vendor's Questions**

RFP ITEM: 14-189 Debris Removal Services for the Fire Department/Emergency Management

RFP OPENING DATE: Friday, August 29, 2014 at 11:00 a.m.

ADDENDUM NO. 4

This Addendum shall form a part of the referenced RFP Item #14-189 and any agreement entered into in connection therewith equally as if bound into the original document. YOU MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE FIRST PAGE OF ATTACHMENT B.

Responses to Vendor's Questions:

1. On page 16 of 53 of the aforementioned RFP, within section 3.1 the following language is found:
3.1 DESCRIPTION AND OBJECTIVES:
Augusta-Richmond County is seeking proposals from qualified contractors for **Debris Management and Financial Recovery Services** for a period of three (3) years with a possible three (3) subsequent one (1) year renewals. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to Augusta-Richmond County. Augusta-Richmond County reserves the right to enter into a cooperative agreement as outlined in FEMAs guidelines.
As you can see this section references proposals for "Debris Management and Financial Recovery Services" as opposed to "Debris Removal Services", which is of course the title of this particular RFP. Is this a typo? If so are there any other portions of Section III that need to be edited to meet the needs of RFP Item #14-189?
Answer: The response given with Addendum 2, 3.1 should read as such,
"Augusta-Richmond County is seeking proposals from qualified contractors for Debris Removal Services for a period of three (3) years with a possible three (3) subsequent one (1) year renewals. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to Augusta-Richmond County."

2. May we list personnel ***from*** Augusta-Richmond County who have utilized our services?
Answer: No.

3. Beginning on page 37 of 53, Attachment A, Pricing for Unit Based Disaster Debris, we notice that you do not list quantities for any of the "description of service" items you are requesting pricing for. Typically, in these types of pricing requests quantities are utilized as multipliers in order to assist the Requestor in determining overall bid price. Does Augusta plan on replacing Attachment A with one that includes quantities for each line item where pricing is requested?
Answer: Please see attached estimated debris quantities for Augusta-Richmond County sheet.

4. RFP 14-189 section 2.8 states "RFP 14-190 Disaster Debris Monitoring & Financial Recovery Services"
Answer: Section 2.8 should read as such, "A responsible Vendor is defined as one who meets all requirements of the RFP. Augusta-Richmond County has the right to require any or all Vendors to submit documentation of their ability to perform, provide or carry out the service as requested herein and to disqualify the proposal of any Vendor as being unresponsive or RFP No.14-189 Debris Removal Services un-responsible whenever such Vendor cannot."

5. Due to the amount of information the RFP is asking to provide, it may be rather difficult to fully respond to the RFP while staying within the assigned guidelines. Is there any procedure that could extend the 30 page limit identified in section 4.1 of the RFP?
Answer: The 30 page limit is reserved to the information requested in the RFP. Which does not include information such as resumes, cover letters, financial statements, procurement forms and any other pertinent information necessary to furnish a responsive submittal?

6. Per our emails received, Addendum 1 and 2 are both identical copies of Addendum 2.
Answer: Addendum One and Two are attached. Please note they are not the same.

7. Addendum 2 states the Payment and Performance Bond will be furnished, but there is no timeline specified in the Addendum.
Answer: This RFP is being issued in the event an emergency situation occurs to have prequalified vendors at our disposal. Without prior knowledge of the occurrence of these types of situations giving a timeline would be meaningless and difficult at best.

8. According to addendum 2, 100% payment and performance bonds are required in accordance with 44 CFR Part 13_36(h), FEMA 325 Part 1 Chapter 2 (Under Costs) and FEMA 9580.201 Attachment 1. However, the addendum does not state when the bonds are due. The answer given during the conference was that the bonds will be due upon activation of the contract-not signing. Is that correct?
Answer: Performance and payment bonds (100%) will be required upon the activation of the contract following a disaster. The awarded Contractor shall submit performance and payment bonds as specified in the Request for Proposal.

9. The second question involves page 30 of 53. On that page, the RFP requires 3 different and specifically defined crews for emergency road clearance work. On page 39 of the price proposal, it simply asks for an hourly rate for equipment and personnel by the hour. There are two (2) ways to clarify the situation: You can either ask for an hourly rate per crew based on crew composition ie crew 1 as defined, crew 2 as defined, crew 3 as defined, or; you can simply make sure that all of the elements are contained in the hourly rate schedule. For example, the bucket trucks, dump trucks and JD-310 are already listed. The first solution would be the simplest as the City will generally get a better rate based on the definition. The down side is that any deviation will cause reimbursement issues. Therefore, the best solution is to insure that all elements are contained in the pricing matrix with the actual cost per crew determined by the actual crew composition. Please advise?
Answer: The crews requested on page 30 of the RFP, are the requested crews the contractor must be able to provide within the listed 2 or 4 hour timeframe. If the crews will include different equipment, please list the equipment (to include operator, fuel and maintenance cost) on the additional equipment list on page 42 of the RFP.

10. On Addendum No. 2 – A bid guarantee from each bidder equivalent to five percent of the bid price. How do we make a bid price?
Answer: A Bid Bond is not required as this is for "as needed" services.

11. Revised copy of Attachment M.

Please acknowledge addendum in your submittal

END ADDENDUM

ATTACHMENTS:

ADDENDUM ONE (1 PAGE)
ADDENDUM TWO (3 PAGES)
REVISED ATTACHMENT HOURLY AND EQUIPMENT RATES (3 PAGES)
ESIMATED DEBRIS QUANTITIES FOR AUGUSTA-RICHMOND COUNTY (1 PAGE)
REVISED ATTACHMENT M (1 PAGE)

Augusta GEORGIA

Procurement Department

Mrs. Geri Sams, Director

MAILED

TO: All Bidders
Phyllis Johnson, Quality Assurance Analyst
Chris James, Fire Department

FROM: Geri Sams
Procurement Director

DATE: June 27, 2014

SUBJ: **Clarifications to Specifications**

RFP ITEM: 14-189 Debris Removal Services for the Fire Department/Emergency Management

NEW RFP OPENING DATE: Friday, August 29, 2014 at 11:00 a.m.

ADDENDUM NO. 1

This Addendum shall form a part of the referenced RFP Item #14-189 and any agreement entered into in connection therewith equally as if bound into the original document. YOU MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM.

1. **MANDATORY PRE PROPOSAL/TELEPHONE CONFERENCE:**

A **Mandatory Pre Proposal/Telephone Conference** will be held on **Wednesday, July 23, 2014 @ 3:00 p.m.** in the Procurement Department, 530 Greene Street, Room 200W, Augusta, GA 30901.

The **call-in telephone number for teleconferencing is 1-888-567-1602 (U.S. & Canada) and 862-255-5346 (International).** Call one of the dial-in numbers **at least five (5) minutes prior to the call.** You will be greeted by an operator and asked for your Name, Company, Fax Number, Mailing Address, and Telephone Number. Hints: If you need assistance during your conference press *0 and an operator will assist you. For the best audio quality during your conference, use a landline phone with a handset or headset. Speakers do not present from mobile or speaker-phones. **Please note that all participants have to be present or call in using the teleconference phone number.**

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2. **LAST DAY FOR QUESTIONS: The last day for questions has been changed:**

From: Friday, July 25, 2014 @ 5:00 p.m.
To: Monday, August 4, 2014 @ 5:00 p.m.

3. **RFP DUE DATE: The RFP due date has been changed:**

From: Friday, August 15, 2014 @ 11:00 a.m.
To: Friday, August 29, 2014 @ 11:00 a.m.

Please acknowledge addendum in your submittal

END ADDENDUM

Room 605 - 530 Greene Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811
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Register at www.demandstar.com/supplier for automatic bid notification

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Augusta GEORGIA

Procurement Department

Mrs. Geri Sams, Director

MAILED

TO: All Bidders
Phyllis Johnson, Quality Assurance Analyst
Chris James, Fire Department

FROM: Geri Sams
Procurement Director

DATE: July 3, 2014

SUBJ: **Clarifications to Specifications**

RFP ITEM: **14-189 Debris Removal Services for the Fire Department/Emergency Management**

RFP OPENING DATE: Friday, August 29, 2014 at 11:00 a.m.

ADDENDUM NO. 2

This Addendum shall form a part of the referenced RFP Item #14-189 and any agreement entered into in connection therewith equally as if bound into the original document. YOU MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM.

1. **On page 16 of 53 within section 3.1 replace with the following language:**

3.1 DESCRIPTION AND OBJECTIVES:

Augusta-Richmond County is seeking proposals from qualified contractors for Debris Removal Services for a period of three (3) years with a possible three (3) subsequent one (1) year renewals. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to Augusta-Richmond County.

NOTE:
The following minimum bonding requirements, in accordance with 44 CFR Part 13.36(h):
• A bid guarantee from each bidder equivalent to five percent of the bid price;
• A performance bond on the part of the contractor for 100 percent of the contract price; and
• A payment bond on the part of the contractor for 100 percent of the contract price.

Augusta-Richmond County will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Augusta-Richmond County may reject in whole or in part for good cause when in the best interest of Augusta-Richmond County.

Room 605 - 530 Greene Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811
www.augustaga.gov
Register at www.demandstar.com/supplier for automatic bid notification

Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia

2. **May we list personnel from Augusta-Richmond County who have utilized our services?** No
3. **Please complete and submit Attachment M with your submittal that has been included as a part of Addendum 2.**

Please acknowledge addendum in your submittal
END ADDENDUM

ATTACHMENT M
COMPLIANCE WITH 2 CFR 215-44

Positive efforts shall be made by vendors to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Augusta-Richmond County (ARC) shall consider ALL the factors listed prior to a contract being award. Please include in your submittal examples of past experience in complying with **2 CFR 215-44 on similar projects** and your company's plan in showing its positive effort to be in compliance for a possible contract with ARC. No contract will be considered or awarded if vendor(s) are found to be not in compliance with this or any part of this RFP.

My company has identified within it submittal its plan to comply with 2 CFR 215-44 addressing but not limited to the following:

	Yes or No
1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.	
(2) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises (Holding workshops, work with Augusta-Richmond County's departments to ensure compliance).	
(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.	
(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.	
(5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.	
(6) Positive efforts in the utilization of labor surplus firms.	

A contract shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.

SIGNATURE: _____ DATE: _____

TITLE: _____

FIRM: _____

Please use the information below in place of the requested information in RFP 14-189 at the bottom of page 39 and pages 40 and 41.

The crews requested on page 30 of the RFP, are the requested crews the contractor must be able to provide within the listed 2 or 4 hour timeframe. If the crews will include different equipment, please list the equipment (to include operator, fuel and maintenance cost) on the additional equipment list on page 42 of the RFP.

HOURLY RATES (INITIAL PUSH)

EMERGENCY ROAD CLEARANCE

	HOURLY RATES	UNIT	UNIT PRICE
A.	PERSONNEL	HOUR	
	Full time Supervisor	HOUR	
		HOUR	
		HOUR	
		HOUR	
		HOUR	
		HOUR	
		HOUR	
		HOUR	
		HOUR	
		HOUR	
		HOUR	
		HOUR	
		HOUR	

*Please list all additional personnel that are not equipment operators that you would require. Employee rates will vary, an estimate is requested for each position.

HOURLY EQUIPMENT RATES

(Additional services, requested, for the term of the contract)
Includes: Operator, fuel and maintenance

This contract is not expected to be activated on an hourly rate (time and materials) basis. The contract will be activated on a unit price contract. Therefore, these rates will not be factored in the evaluation of the cost proposals but are requested to be available for Augusta-Richmond County.

B.	EQUIPMENT DESCRIPTION	UNIT	UNIT PRICE
	Backhoe equivalent of CAT 416 or Deere 310 or larger	HOUR	$
	Bucket Truck- 50 ft.	HOUR	$
	Bucket Truck- 50 ft. to 75 ft.	HOUR	$
	Chainsaw		
	Chipper w/ 2 person crew (can handle limbs 3" in diameter or larger)	HOUR	$
	Crane, 30 Ton	HOUR	$
	Crane, 50 Ton	HOUR	$
	Crane, 100 Ton	HOUR	$
	Dozer- tracked, CAT D4	HOUR	$
	Dozer- tracked, CAT D6	HOUR	$
	Dozer- tracked, CAT D7	HOUR	$
	Dozer- tracked, CAT D8	HOUR	$
	Dump Truck w/chipper box (minimum 14,000lb gross vehicle weight)	HOUR	$
	Dump Truck, 5 to 15 CY	HOUR	$
	Dump Truck, 16 to 24 CY	HOUR	$
	Dump Truck, 25 to 34 CY	HOUR	$
	Dump Truck (Trailer dump w/Tractor) 35 to 44 CY	HOUR	$
	Dump Truck (Trailer dump w/Tractor) 45 to 54 CY	HOUR	$
	Dump Truck (Trailer dump w/Tractor) 55 to 64 CY	HOUR	$
	Dump Truck (Trailer dump w/Tractor) 65 to 74 CY	HOUR	$
	Dump Truck (Trailer dump w/Tractor) >75 CY	HOUR	$
	Excavator, Hydraulic- 1.5 CY, CAT 320	HOUR	$
	Excavator, Hydraulic- 2.5 CY, CAT 325	HOUR	$
	Excavator, Hydraulic- 3.5 CY, >CAT 330	HOUR	$
	Excavator/Trackhoe, Rubber Tire (w/debris grapple), CAT 315C/JD, 160C/Vol EC 160	HOUR	$
	Forklift- Extend Boom w/debris grapple	HOUR	$
	Fuel Truck (1,000 gallon)	HOUR	$

	Light Tower, portable w/generator	HOUR	$
	Loader- Bobcat 735 or JD648-E w/debris grapple	HOUR	$
	Loader- rubber front end (2-5 CY capacity)	HOUR	$
	Loader- Front End, 544 or equal w/debris grapple	HOUR	$
	Loader- Knuckleboom- 216 Prentice	HOUR	$
	Loader- Self, Knuckleboom Truck, 25-35 CY Body	HOUR	$
	Loader- Self, Knuckleboom Truck, 35-45 CY Body	HOUR	$
	Loader- Skid Steer- 753 Bobcat w/bucket	HOUR	$
	Loader- Trackhoe 690 JD or equal	HOUR	$
	Loader- wheel, CAT 955	HOUR	$
	Loader- wheel, CAT 966	HOUR	$
	Low Bed Equipment Trailer, 12 Ton capacity & tractor	HOUR	$
	Low Bed Equipment Trailer, 35 Ton capacity & tractor	HOUR	$
	Low Bed Equipment Trailer, 50 Ton capacity & tractor	HOUR	$
	Motor grader, CAT 125- 140 HP	HOUR	$
	Soil Compactor 80 HP, Case/Cat/Wacker	HOUR	$
	Soil Compactor 81+ HP, Case/Cat/Wacker	HOUR	$
	Stump Grinder (30" diameter or less) Vermeer 252	HOUR	$
	Stump Grinder (greater than 30" diameter) Vermeer 752	HOUR	$
	Stump Grinder, Vermeer 60TX	HOUR	$
	Tub Grinder, 12ft, Morbark 1200/650 HP	HOUR	$
	Tub Grinder, 13ft, Morbark 1300/850 HP	HOUR	$
	Tub Grinder, 14ft, Diamond Z 1463/1600 HP	HOUR	$
	Water Truck- 2000 gallon	HOUR	$
	Air Curtain Pit Burner (self-contained)	HOUR	$
	Air Curtain Refractor Incinerator	HOUR	$
	Pickup Truck, 1/2 Ton	HOUR	$
	Pickup Truck, 3/4 Ton	HOUR	$
	Pickup Truck, 1 Ton (4x4)	HOUR	$
	Passenger Car, full size	HOUR	$
	Passenger Van, 9 Passenger	HOUR	$
	Utility Van	HOUR	$

Estimated Debris Quantities for Augusta-Richmond County

Please base all proposal amounts on the amount of debris estimated from a Category 2 Hurricane; 525,000 CUBIC YARDS.

Category 2	96 - 100 mph
Category 3	111 - 130 mph
Category 4	131 - 155 mph
Category 5	156+ mph

Estimated Debris Quantities

Population: 202003

Estimated damage @ 50% of total single family homes

			Units	Category 1	Category 2	Category 3	Category 4	Category 5
Single Family Homes Affected (=Pop./3)	67334	0.5		33667.16667	33667.16667	33667.16667	33667.16667	33667.16667
Category Factor			C	2	8	26	50	80
Vegetation Factor			V	1.5	1.5	1.5	1.5	1.5
Commercial Density			B	1	1	1	1	1
Precipitation			S	1.3	1.3	1.3	1.3	1.3
Q = H(C)(V)(B)(S)			CY	131,302	525,208	1,706,925	3,282,549	5,252,078

Debris Reduction Site Requirements

1 Acre (ac)	4849							
10 Feet Stack Height	3.3							
Total Volume per Acre	16001.7							
Q			CY	131,302	525,208	1,706,925	3,282,549	5,252,078
Acres Required			ac	8	33	107	205	328
Road Buffers, etc.	1.66		ac	14	54	177	341	545
Square Miles Required	640		Sq. Miles	0.0	0.1	0.3	0.5	0.9

Debris Classification

Clean Woody Debris	30%	CY	39,391	157,562	512,078	984,765	1,575,623
Mixed C&D	70%	CY	91,911	367,645	1,194,848	2,297,784	3,676,455
Burnable	42%	CY	38,603	154,411	501,836	965,069	1,544,111
Soil	5%	CY	4,596	18,382	59,742	114,889	183,823
Metals	15%	CY	13,787	55,147	179,227	344,668	551,468
Landfilled	38%	CY	34,926	139,705	454,042	873,158	1,397,053

Please base all proposal amounts on the amount of debris estimated from a Category 2 Hurricane; 525,000 CUBIC YARDS.

REVISED ADDENDUM 4

ATTACHMENT M

COMPLIANCE WITH 44 CFR 13.36

Positive efforts shall be made by vendors to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Augusta-Richmond County (ARC) shall consider ALL the factors listed prior to a contract being award. Please include in your submittal examples of past experience in complying with **44 CFR 13.36 on similar projects** and your company's plan in showing its positive effort to be in compliance for a possible contract with ARC. No contract will be considered or awarded if vendor(s) are found to be not in compliance with this or any part of this RFP.

My company has identified within it submittal its plan to comply with 44 CFR 13.36 addressing but not limited to the following:

	Yes or No
1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.	
(2) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises (Holding workshops, work with Augusta-Richmond County's departments to ensure compliance).	
(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.	
(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.	
(5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.	
(6) Positive efforts in the utilization of labor surplus firms	

A contract shall be made only with responsible a contractor who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.

SIGNATURE: _____ DATE: _____

TITLE: _____

FIRM: _____

Augusta
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This is a Federally Funded Program for Debris Removal Services which will adhere to all guidelines and procedures relating to FEMA regulation 44 C.F.R. § 13.36.

Request for Proposals

RFP Item #14-189

Debris Removal Services

For

Augusta, Georgia – Fire Department/Emergency Management

RFP Due: Friday, August, 15, 2014 @ 11:00 A.M.

Augusta, Georgia does not have a race or gender conscious Disadvantaged Business Enterprise (DBE) program for projects having Augusta, Georgia as the source of funding. Augusta does enforce mandatory DBE requirements of federal and state agencies on contracts funded by such agencies and has a DBE Program to comply with U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and other federal and state mandated DBE requirements for certain DOT, FTA, FAA, and other federal and state assisted contracts as required by 49 C.F.R. Part 26, et. seq. and/or 49 C.F.R. Part 23, et. seq. This DBE program is only for DOT, FTA and FAA assisted contracts and other federal or state funded contracts having mandatory DBE requirements. (See Article 13 of the Augusta, GA Code.)

Augusta, Georgia prohibits any language in any solicitation, bid or contract that is inconsistent with the July 21, 2011 Court Order in the case, Thompson Wrecking, Inc. v. Augusta Georgia, civil action No. 1:07-CV-019. Any such language appearing in any Augusta, Georgia solicitation, bid or contract is void and unenforceable.

A copy of this Order can be reviewed at www.augustaga.gov home page.

One Original and seven (7) copies of RFP shall be submitted in response to this Request for Proposal

Thanks for doing business with us . . .

Geri A. Sams, Procurement Director
530 Greene Street, Room 605
Augusta, Georgia 30901

Rev. 6/24/2014

Augusta
GEORGIA

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AUGUSTA, GEORGIA
OFFICE OF THE PROCUREMENT DIRECTOR
530 GREENE STREET, SUITE 605
AUGUSTA, GEORGIA 30901
(706) 821-2422
www.augustaga.gov

DATE: June 23, 2014 **RFP NO. 14-189**

SUBJECT: Information Regarding the Consent Order and Judgment Approving Settlement and Modifying Injunction

Please be advised that Augusta, Georgia is under a consent order and judgment approving settlement and modifying injunction. The below excerpt is from the Consent Order dated July 21, 2011 as stated by:

The Honorable B. Avant Edenfield, Judge, United States District Judge, Southern District of Georgia

Consent Order and Judgment Approving Settlement and Modifying Injunction

It appearing to the Court that the parties Plaintiff Thompson Building Wrecking Company, Inc. and Defendant Augusta, Georgia have reached a settlement of the remaining issues pending in this Court, the same is hereby approved. Pursuant to such settlement, and for good cause shown, the preliminary injunction entered by this Court on March 14, 2007, made permanent by the Court on November 13, 2007, shall be and is hereby vacated, and replaced with the following injunction:

Augusta, Georgia is hereby ENJOINED from evaluating or awarding bids or other contracts on the basis of the bidder's status as a Disadvantaged Business Enterprises ("DBE") or Minority Business Enterprises ("MBE") (or any other entity that qualifies as a DBE or MBE based on the racial composition of its ownership).

This prohibition does not apply to DBE or MBE requirements imposed by state or federal laws, regulations, agencies, or grant agreements.

This prohibition also does not bar Augusta from enacting a prospective, narrowly tailored DBE or MBE program or policy as permitted under rulings of the United States Supreme Court.

Augusta shall be free to conduct such studies as may be necessary to support a future DBE or MBE program or policy that complies with the above exceptions. Before Augusta may enact such a program or policy it must notify electronically or by U.S. mail all businesses on the then-current vendor list and constructively notify the public via a reasonably visible hyperlink on its homepage entitled "Proposed Legislation Enacting Disadvantaged Business Enterprise or Minority Business Enterprise Program." On this vendor list, Augusta must maintain the contact information provided by any businesses or individuals who have expressed an interest in contracting with Augusta, by registering their business information with the Department of Procurement, for 36-months. The notice on Augusta's website must include the text of its intended legislation and the related Disparity Study. Before Augusta may enact such a program or policy it must also provide the public an opportunity to be heard at an open meeting of the Augusta, Georgia Commission, to take place no sooner than thirty days after the vendor list notification has taken place. Augusta may rely upon the contact information that interested parties supplied the city when they registered with the Department of Procurement in providing electronic or mailed notice.

Augusta shall, within 3 days of the date of this Order, post a copy of this Order, and the Court's March 14, 2007 Order, in portable document format ('PDF") on Augusta's homepage via a reasonably visible hyperlink entitled "Court Order Enjoining Local DBE Program."

This injunction is binding upon Augusta's officers, agents, servants, employees, and attorneys, and upon those persons in active concert or participation with it who receive actual notice of this injunction by personal service or otherwise. ***See*** Fed. R. Civ. P. ***65(d).*** **This 21 day of July, 2011**

You may review this Order in its entirety at www.augustaga.gov homepage or click on departments go to the Procurement Department; go to Quick Link; click on hyperlink entitled "Court Order Enjoining Local DBE Program"; click on either **Court Order Enjoining Local DBE Program (7/21/2011)** or **Court Order Enjoining Local DBE Program (2007)**.

In addition, this letter extends to your Firm an invitation to submit a Bid/RFP/RFQ to supply the Augusta, Georgia with equipment, supplies, and/or services as indicated above. Instructions for preparation and submission of a Bid/RFP/RFQ are contained in the attached packet. Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, Augusta, Georgia will issue a written addendum to document all approved changes.

Doing business with Augusta has become easier! The **ARCBid** link, which is located on the Procurement Department's website at www.augustaga.gov, enables you to view current and past public bid information online. Should you have any questions concerning the bid documents, or need additional information, you may contact a member of the Bid and Contract Team directly @ 706 821-2422. A request for bid documents **must be faxed to 706 821-2811 or emailed to procbidandcontract@augustaga.gov**.

Your continued interest in doing business with us is appreciated.

Sincerely yours,

Geri Sams
Geri A. Sams
Procurement Director

Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia Procurement Department website.

Rev. 06/24/2014

REQUEST FOR PROPOSAL

Request for Proposals will be received at this office until Friday, August 15, 2014 @ 11:00 a.m. for furnishing:

RFP Item #14-189 Debris Removal Services for Fire Department/ Emergency Management

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
530 Greene Street - Room 605
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department **ARCbid.** RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901.

A Mandatory Pre Proposal/Telephone Conference will be held on Wednesday, July 23, 2014 @ 3:00 p.m. in the Procurement Department, 530 Greene Street, Room 200 West.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday July 25, 2014 @ 5:00 P.M. No RFP will be accepted by fax, all must be received by mail or hand delivered.

No RFP may be withdrawn for a period of **90** days after time has been called on the date of opening.

Request for proposals (RFP) and specifications. An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	June 26, July 3, 10, 17, 2014
Metro Courier	July 2, 2014

cc:	Tameka Allen	Interim Administrator
	Steve Cassell	Interim Deputy Administrator
	Chris James	Fire Department
	Mie Lucas	Emergency Management
	Abie Ladson	Engineering Department

Revised: 6/24/2014

RFP Item 14-189 Debris Removable Services
Due Date: Friday, August 15, 2014 @ 11:00 A.M.

INTRODUCTION

The Augusta-Richmond County of Board of Commissioners is issuing this Request for Proposal (RFP) to seek the professional services from qualified contractors to provide Disaster Recovery Services (Debris Removal) in the event of disaster, man-made or natural. The contractor will remove all related debris from public property and rights-of-way (ROW) in Augusta-Richmond County, Georgia. This is a competitive solicitation for professional services only (debris removal) and is limited to qualified service providers. It is not intended to include construction or production of permanent structures or public works.

It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to Augusta-Richmond County, Georgia.

The awarded vendor(s) should be prepared to render the same services and costs outlined in their response to this RFP to the unincorporated and incorporated areas of Augusta-Richmond County.

The Contractor must meet the following general qualifications:

1. Be licensed to do business in the State of Georgia;
2. Be able to provide services to clean up, remove, haul, and dispose of debris as defined in the Scope of Work;
3. Be willing and capable of preforming the services, including but not limited to, proper document preparation, management, and event closure services;
4. Be knowledgeable of and have experience in providing the services as described herein, and conduct the operations within the general parameters of FEMA's Public Assistance Program; and
5. Have the capacity and resources necessary to meet all obligations of this contract.

SECTION I
INSTRUCTIONS TO VENDORS

1.1 PURPOSE:

The purpose of this document is to provide general and specific information for use in submitting a proposal to supply Augusta-Richmond County with services as described herein. All proposals are governed by the Code of Augusta-Richmond County, the laws of the State of Georgia and Federal Emergency Management Agency (FEMA). Any contract and/or agreement and any addendums that result from this RFP shall be governed by the laws of Georgia, with venue in Augusta-Richmond County.

1.2 HOW TO SUBMIT PROPOSALS:

All proposals shall be:

A. Request for Proposals will be received at this office until Friday, August 15, 2014 @ 11:00 a.m. for furnishing: **RFP Item #14-189 - Debris Removal Services for Fire Department/Emergency Management.**

B. Mailed or delivered in sufficient time to ensure receipt by the Procurement Department on or before the time and date specified above.

Hand Delivery and Mailing Address:
Geri A. Sams, Procurement Director
Procurement Department
530 Greene Street – 605
Augusta, Georgia 30901

C. Number of copies required: **One (1) original and seven (7) copies** of RFP shall be submitted in response to this Request for Proposal.

D. Submitted in sealed opaque package (envelope or box as necessary), plainly marked with the RFP number, title, date, time of submission, and company name.

E. Addendum are mailed and placed **on** the Augusta-Richmond Procurement website (ARCBid) to assist vendor's in their submission to RFP 14-189.

PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.

1.3 HOW TO SUBMIT AN OBJECTION: (Sec. 1-10-81-Augusta, Georgia Code) Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director. Protests shall be made in writing to the Procurement Director and shall be filed in within five (5) business days after the protestor knows or should have known of the facts giving rise thereto. A protest is considered filed when received by the Procurement Department. **Protests filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.**

(b) *Subject of Protest*. Protestors may file a protest on any phase of solicitation or award including but not limited to specifications preparation, bid solicitation, award, or disclosure of information marked confidential in the bid or offer.

(c) To expedite handling of protests, the written protest shall include as a minimum the following:

(1) the name and address of the protestor;

(2) appropriate identification of the procurement, and, if a contract has been awarded, its number;

(3) a statement of reasons for the protest; and

(4) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

1.4 ERRORS IN PROPOSALS:

Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Vendor's own risk.

1.5 STANDARDS FOR ACCEPTANCE OF VENDORS FOR CONTRACT AWARD:

Augusta-Richmond County reserves the right to reject any or all proposals and to waive any irregularities or technicalities in proposals received whenever such rejection or waiver is in the best interest of Augusta-Richmond County. Augusta-Richmond County reserves the right to reject the offer of a Vendor who has previously failed to perform properly or complete on time contracts of a similar nature, or an offer from a Vendor whom investigation shows is not in a position to perform the contract.

1.6 VENDOR:

Whenever the term "vendor" is used it shall encompass the "person," "business," "firm," or other party submitting a proposal to Augusta-Richmond County in such capacity before a contract has been entered into between such party and Augusta-Richmond County. At times throughout this request for proposal the term "vendor" may be used interchangeably with the terms "contractor", "proposer" and "bidder" RFP No. 14-189 - Debris Removable Services.

1.7 COMPLIANCE WITH LAWS:

The Vendor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State or County statute, ordinances and rules during the performance of any contract between the Vendor and Augusta-Richmond County. Any such requirement specifically set forth in any contract document between the Vendor and Augusta-Richmond County shall be supplementary to this section and not in substitution thereof.

1.8 COUNTY:

Whenever the term "County" or "Owner" is used it is to refer to the Augusta-Richmond Board of Commissioners.

1.9 DEBARRED FIRMS AND PENDING LITIGATION:

Any potential Vendor/firm listed on the Federal or State of Georgia Parties Listing (barred from doing business) **will not** be considered for contract award. Vendors **shall disclose** any record of pending criminal violations (indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years.

Proposals will not be accepted from any company, firm, person, party or parent subsidiary, against which Augusta-Richmond County has an outstanding claim, or financial dispute relating to prior contract performance. If Augusta-Richmond County, at any time, discovers such a dispute during any point of evaluation, the proposal will not be considered further. Any Vendor/firm previously defaulting or terminating a contract with Augusta-Richmond County will not be considered

Vendor acknowledges that in performing contract work for Augusta-Richmond County, Vendor shall not utilize any firms that have been a party to any of the above actions. If Vendor has engaged any firm to work on this contract or project that is later debarred, Vendor shall sever its relationship with the firm with respect to Augusta-Richmond County's contract.

**All Vendors are to read and complete the Vendors certification regarding debarment, suspension, ineligibility, and voluntary exclusion enclosed as Attachment D to be returned with response. Failure to do so may result in your proposal being rejected as non-responsive.

1.10 IMMIGRATION:

On 1 July 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at: http://www.dol.state.ga.us/spotlight/employment/rules. You may go to http://www.uscis.gov to find the E-Verify information.

** All Vendors are to read and complete the E-Verify affidavit enclosed as Attachment E to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive

1.11 PROTECTION OF RESIDENT WORKERS:

Augusta-Richmond Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

SECTION II
GENERAL CONDITIONS

2.1 SPECIFICATIONS:

Any obvious error or omission in specifications shall not inure to the benefit of the Proponent/Vendor but shall put the Proponent/Vendor on notice to inquire of or identify the same from Augusta-Richmond County. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, American Society for Testing and Materials (A.S.T.M.) regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications. Some specifications are made from actual samples or prior use.

2.2 GEORGIA OPEN RECORDS ACT:

The responses will become part of Augusta-Richmond County's official files without any obligation on Augusta-Richmond County's part. Ownership of all data, materials, and documentation prepared for and submitted to Augusta-Richmond County in response to a solicitation, regardless of type, shall belong exclusively to Augusta-Richmond County and will be considered a record prepared, maintained or received in the course of operations of public office or agency and is subject to public inspection in accordance with the *Georgia Open Records Act. Official Code of Georgia Annotated, Section 50-18-070, et.Seq.* unless otherwise provided by law. The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with Augusta-Richmond County. This applies to those specific contracts currently in effect and those which have been completed or closed up to three (3) years following completion.

2.3 GEORGIA TRADE SECRET ACT OF 1990:

In the event that a Vendor submits secret information to Augusta-Richmond County, the information must be clearly labeled as a "Trade Secret". Augusta-Richmond County will maintain the confidentiality of such trade secrets to the extent provided by law.

2.4 OFFERS TO BE FIRM:

The Vendor **warrants** that terms and conditions quoted in his offer will be firm for acceptance for a period of ninety (90) days from the date of proposal submittal. Fees quoted must also be firm for a ninety (90) day period.

2.5 COMPLETENESS:

All information required by the request for proposal must be completed and submitted to constitute a proper proposal. Augusta-Richmond County shall have sole discretion in evaluating qualifications and responses of Vendors. Vendor acknowledges that in performing a contract for the Board, Vendor shall not utilize any firms that have been a party to any of the actions listed in paragraph **1.9**. If Vendor has engaged any firm to work on this contract or project that is later debarred, Vendor shall sever its relationship with that firm with respect to the Board's contract.

2.6 MULTIPLE PROPOSALS:

No Vendor will be allowed to submit more than one offer. Any alternate proposals must be brought to the Procurement Director's attention during the Pre-proposal Conference if one is scheduled.

2.7 PATENT IDEMNITY:

Except as otherwise provided, the successful Vendor agrees to indemnify Augusta-Richmond County and its officers, agents and employees against liability.

2.8 QUALIFICATION OF BUSINESS (RESPONSIBLE VENDOR):

A responsible Vendor is defined as one who meets all requirements of the RFP. Augusta-Richmond County has the right to require any or all Vendors to submit documentation of their ability to perform, provide or carry out the service as requested herein and to disqualify the proposal of any Vendor as being unresponsive or RFP No.14-190 Disaster Debris Monitoring & Financial Recovery Services un-responsible whenever such Vendor cannot.

2.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

By submission of this proposal, the Vendor certifies, and in the case of a joint proposal each party thereto as to its own organization, that in connection with this procurement:

A. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor;

B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly to any other competitor; and;

C. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose or restricting competition.

2.10 AWARD OF CONTRACT:

The contract, if awarded, will be awarded to the responsible Vendor whose proposal will be most advantageous to Augusta-Richmond County, price and other factors considered. The Board of Commissioners will make the determination as to which proposal best serves the interests of Augusta-Richmond County. ***Appeal of an award can only be made after the Board of Commissioners award a contract.***

2.11 TERM OF THE CONTRACT:

A. The initial term of the contract will be for three (3) years with a possible three (3) subsequent one (1) year renewals upon mutual written agreement.
B. Unless otherwise directed by the Augusta-Richmond Board of Commissioners
C. Unless budgeted funds are not appropriated for said term

NOTE:
No contract or retainer will result from a submitted Proposal unless a situation develops that requires these services.

2.12 INSURANCE PROVISIONS:

The selected Vendor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's fee proposal. **Contract work will not proceed unless Augusta-Richmond County has in their possession, a current Certificate of Insurance. Augusta-Richmond County invokes the defense of sovereign immunity. Augusta-Richmond County is not to be included as an additional insured on insurance contracts.**

A. General Information that shall appear on a Certificate of Insurance:

a. Name of Producer (contractor's insurance Broker/Agent).

b. Companies affording coverage (there may be several).

c. Name and address of the Insured (this should be the Company or Parent of the firm Augusta-Richmond County is contracting with).

d. A Summary of all current insurance for the insured (includes effective dates of coverage).

e. A brief description of the operations to be performed, the specific job to be performed, or contract number.

f. Certificate Holder **(This is to always include Augusta-Richmond County).**

G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Augusta-Richmond County Board of Commissioners.

H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, Augusta-Richmond County. At the option of Augusta-Richmond County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to Augusta-Richmond County, its officials, officers, employees, and volunteers; or the Vendor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.

2.13 INDEMNIFICATION:

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Augusta-Richmond County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Augusta-Richmond County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Augusta-Richmond County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

2.14 INTERPRETING SPECIFICATION:

The specifications or scope of services contained herein are intended to be descriptive rather than restrictive. Augusta-Richmond County is soliciting a proposal to provide a complete product or service package which meets all requirements. Changes in the scope of services, specifications, or terms and conditions of the RFP will be made in writing by Augusta-Richmond County. Results of informal meetings between a potential Vendor and a County official or employee may not be used as a basis for deviations from the requirements contained in this solicitation.

2.15 SIGNED RESPONSE CONSIDERED AN OFFER:

The signed Response shall be considered an offer on the part of the Vendor, which offer shall be deemed accepted upon approval by the Augusta-Richmond County Board of Commissioners, or their designee. In case of a default on the part of the Vendor after such acceptance, Augusta-Richmond County may take such action as it deems appropriate, including legal action for damages or lack of required performance.

2.16 PAYMENT TO CONTRACTORS:

The contractor will submit a weekly invoice to Augusta-Richmond County Finance Department with copies to Augusta-Richmond County's EMA Director.

A. Questions regarding payment may be directed to the Augusta-Richmond County Finance Department, at (706) 821-2334.

B. Augusta-Richmond County is a tax exempt entity. Every contractor, vendor, business or person under contract with Augusta-Richmond County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Augusta-Richmond County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

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2.17 VENDOR DEFAULT:

In case of Vendor default, Augusta-Richmond County will provide a letter of official notice of non-performance. If the issue(s) are not remedied 30 days from receipt of said notice, Augusta-Richmond County reserves the right to procure services from other sources.

The undersigned Vendor certifies that he/she has carefully read the preceding list of instructions and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her proposal are in accordance with all documents contained in this request for proposal package, and that any exception taken thereto may disqualify his/her proposal.

This is to certify that I, the undersigned Vendor, have read the instructions to Vendor and agree to be bound by the provisions of the same.

This _____day of_____20 _____ .

BY: _____
SIGNATURE

_____
PRINTED NAME AND TITLE

_____
COMPANY

_____
ADDRESS

_____

_____
PHONE

Email Address _____

SECTION III
REQUEST FOR PROPOSAL

3.1 DESCRIPTION AND OBJECTIVES:

Augusta-Richmond County is seeking proposals from qualified contractors for Debris Management and Financial Recovery Services for a period of three (3) years with a possible three (3) subsequent one (1) year renewals. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to Augusta-Richmond County. Augusta-Richmond County reserves the right to enter into a cooperative agreement as outlined in FEMAs guidelines.

NOTE:

A. No contract or retainer will result from a submitted Proposal unless a situation develops that requires these services.

B. A Bid Bond is not required as this is for "as needed" services.

C. Performance and payment bond (100%) will be required upon the activation this contract following a disaster. The awarded Contractor shall submit performance and payment bonds as specified in this Request for Proposal. **Note:** All disputes regarding payments or performance will be resolved by Augusta-Richmond County and the contractor prior to the release of any and all bonds.

3.2 ACCEPTANCE AND EVALUATION OF PROPOSALS:

All technical requirements, unless otherwise specified, must be met by the Vendor or such proposal will be disqualified as being non-responsive. Proposals that are deemed to be incomplete as to substance and content may be returned without further consideration

3.3 PRICING PROPOSAL:

Provide a completed Pricing Proposal Form (Attachment A). **(Please enclose in a separate sealed envelope labeled Pricing Proposal for RFP 14-189 along with the vendor's name.)**

3.4 PROPOSAL DEADLINE:

The response to the request for proposal must be received by the Augusta-Richmond County Procurement Director no later than **11:00 a.m. (LOCAL TIME) Friday, August 15, 2014.** Any proposal received after the time and date stipulated will be rejected and returned to the Vendor. Augusta-Richmond County may, for good and sufficient reason, extend the response deadline, in which case all potential Vendors will receive an addendum setting forth the new date.

3.5 WITHDRAWAL OF PROPOSAL:

Your proposal may be withdrawn by written REQUEST received by Augusta-Richmond County before the time fixed for receipt of proposals

3.6 CONFIDENTIALITY OF DOCUMENTS:

Upon receipt of a proposal by Augusta-Richmond County the proposal shall become the property of Augusta-Richmond County without compensation to the Vendor, for disposition or usage by Augusta-Richmond County at its discretion. The particulars of the proposal documents will remain confidential until final award of the contract.

3.7 FORMAT OF RESPONSES:

To be considered, Vendors must submit a complete response to the request for proposals. Proposals shall be typed or printed in ink and bound with a simple method of fastening. Lengthy narratives are discouraged; proposals should be brief and concise and not include extraneous or unnecessarily elaborate promotional material. To assure a uniform review process and obtain the maximum degree of comparability, each proposal shall include the following content and shall be presented in the following order:

A. Letter of Interest
B. Business/Firm Profile
C. Experience and Capability. Current Audited or Compilation Financial Statements
D. Appendices
E. Each proposer must submit One (1) original and seven (7) copies to:.

Geri A. Sams, Procurement Director
Procurement Department
530 Greene Street – Room 605
Augusta, Georgia 30901

3.8 COST TO PREPARE RESPONSES:

Augusta-Richmond County assumes no responsibility or obligation to the Vendors and will make no payment for any costs associated with the preparation or submission of the proposal.

3.9 MINIMUM CRITERIA USED TO DETERMINE RESPONSIBILITY OF EACH VENDOR:

The following criteria will be used, as a minimum, to determine the responsibility of each Vendor:
A. Does the Vendor demonstrate an understanding of Augusta-Richmond County's needs and proposed approach to the project, and possess the ability, capacity, skill, and financial resources to provide the service?
B. Can the Vendor take upon himself the responsibilities set forth in the RFP and the resultant contract and produce the required outcomes in a timely manner?
C. Has the Vendor performed satisfactorily in previous contracts of similar size and scope; or if the Vendor has not performed a contract of similar size and scope, has it, and/or it's team members otherwise demonstrated its capability to perform the contract that Augusta-Richmond County seeks to establish through this RFP?
D. Does the Vendor propose to perform the work at a fair and reasonable cost?
E. Has the Vendor declared bankruptcy within the past 10 years?

SECTION IV

SPECIAL CONDITIONS

4.1 PROPOSAL FORMAT AND CONTENT:

Proposals are to be submitted in 8½" x 11" size, typed or printed in ink and bound with a simple method of fastening. Lengthy narratives are discouraged; presentations should be brief and concise and not include extraneous or unnecessarily elaborate promotional material. The proposal should not exceed 30 pages in length, excluding the RFP, cover letter, tabs, required forms and appendices, if any. Vendors should use the following outline in organizing the contents of their proposals.

1. Documentation certifying that the Applicant has successfully completed Storm Debris Services for at least three projects. Projects may be commercial, industrial or government related. For each project submitted as documentation of meeting the Technical Experience Criteria, provide all the information specified in Items a) through h) below

    a) Name of contracted project, name of Owner, and name of Primary Point of Contact.
    b) Name, position or title, mail address, physical address, and telephone number of contact person currently employed by each of the above.
    c) Percent of labor-related items performed by the Applicant's own work force.
    d) A complete description including sizes, quantities, structures, and major items of equipment.
    e) Names and contact information for major Sub-contractors, including debris removal and management and hazardous material removal and handling firms. If work was self-performed, please indicate such.
    f) Names and contact information for manufacturer representatives of major equipment items provided on project.
    g) The awarded contract amount and final cost to Owner, with an explanation of cost overrun, if any, including change orders.
    h) The contract time as bid, actual time to complete project and completion date, with an explanation of time overrun, if any.

4.4.1 Letter of Interest:

The Letter of Interest shall be limited to three (3) single-spaced typewritten pages. The purpose of the Letter of Interest is to provide a description of the Vendor's ability to meet the requirements of the RFP.

4.4.2 Qualifications of the Firm:

Augusta-Richmond County requires proposals to be easy to understand. Do not include unnecessary or extraneous information. Include all information requested. Response to the following requirements should be concise and all reasonable care should be taken to limit responses to pertinent information. All additional company/marketing information is welcome and should be presented as attachments to the core response.

4.4.3. Executive Summary and Corporate Profile

1. This section should include a brief overview of the key elements of your proposal. Provide information that best illustrates your company's qualifications for completing the work, experience, and qualifications of the key personnel who would be involved in the work, in relation to the tasks that are proposed to be undertaken. List examples of similar tasks that your firm has completed recently that are similar to the specifications listed herein.

2. Indicate the contractual entity that will be responsible for the performance of all aspects of this contract. Provide name of firm, address, contact person, email address, and telephone number. Also, include any and all subcontractors to be used and their role in completion of the project.

4.4.4. Narrative - Shall include as a minimum the following:

1. The Vendor shall address each requirement of the Scope of Services.

2. In addition to the Scope of Services, each Vendor submitting a proposal shall include a statement that they will provide any additional services as deemed necessary to complete the assigned project. The Vendor shall describe in detail any services that will be subcontracted.

3. The Vendor shall provide evidence that demonstrates their ability to complete projects within specified completion dates and within budget.

4. The Vendor shall provide its current workload with particular reference to personnel and other resources being proposed.

5. The Vendor shall provide a complete list of all current pre-event contracts including contracted entity, address, contact, contact phone and contact email address.

6. Include proposed approach and project schedule.

7. The Vendor shall provide information on the corporate structure of its firm as well as any proposed Sub-consultants required to perform the required work.

8. The Vendor shall provide documentation regarding its ability to assist Augusta-Richmond County in maximizing the greatest opportunity for reimbursement from the Federal Emergency Management Agency (FEMA) including assistance with the following tasks:
    a) Coordination with Augusta-Richmond County for submission of official request for State assistance and FEMA inspection.
    b) Review FEMA Project Worksheet (PW) for accurate Scope of Work and accurate unit costs.
    c) Recover process documentation – create a plan to process all daily logs, tickets from the field/contractor, and perform documentation (data entry) of recovery process. Perform daily, weekly ticket reconciliation, and final reconciliation of debris removal ticket ledgers and disposal ledgers (TDSRS to final disposal), per FEMA requirements. Provide FEMA Category A Submittals including final inspection reports.
    d) Review project documentation for consistency, compliance, and completeness. Assist with submission of Requests for Payment, if necessary.
    e) Make recommendations to Augusta-Richmond County representatives for reimbursement tasks.
    f) Assist Augusta-Richmond County with negotiations with Federal and State, and verify completion of work task items for FEMA Category A-B for contract closeout.

4.4.5. References

1. List three references of entities similar to Augusta-Richmond County that have utilized the proposed services(s). Include a point of contact for each reference, i.e. name, position, address, email address, and current phone number.

4.4.6. Cost Information (Please enclose all cost information in a separate sealed envelope)

1. Provide costs for each aspect of tasks described in Section C, Scope of Work of this RFP.

2. Provide all information requested on the Pricing Schedule Appendices "B" and "C" and include as attachments to this RFP.

3. Provide costs for any innovative solution listed under Additional Information

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SECTION V

SCOPE AND CLASSIFICATION

5.1 SCOPE OF WORK

The primary purpose of this scope of work is to maintain the public health, safety, and well-being of Augusta-Richmond County and its residents during the response to an emergency situation, as well as to restore the public areas of Augusta-Richmond County to a normal condition. The work includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery, and services for roadway clearance which for the purposes of this RFP, shall include the clearing of debris and all emergency related debris from public property and in certain instances private property within Augusta-Richmond County.

After an emergency event the contractor will, within two (2) hours of conclusion of an anticipated event or four (4) hours of an unanticipated event, have specified the number of crews and manpower in Augusta-Richmond County and begin to open and maintain all roadways clear of debris. Initial focus will be placed on opening all main roadways to vehicular traffic. The sequence of these openings will be determined by Augusta-Richmond County. When all main streets are open, focus will then be shifted to secondary roadways with this sequences also being determined by Augusta-Richmond County. Debris will be placed within the ROWs. Any and all stumps to be removed must be pre-validated before removal.

The successful Proposer at a minimum shall do, perform and carry out the services as follows in a satisfactory and proper manner and in conformance with the standard practices and procedures of its profession in accordance to FEMAs Public Assistance Program.

The Scope of Work shall include but not be limited to the following items:

a. Emergency county-wide road clearance also known as the "Initial Push";
b. Debris removal from public property (road right –of-way, storm water structures and open channels, parks, etc.);
c. Debris removal from private property;
d. Temporary staging, reduction and transportation of debris for disposal;
e. Site reclaiming to temporary staging site(s);
f. Tree Stump removal, transportation and disposal;
g. Hazardous waste abatement;
h. Sand screening;
i. Documentation and assistance with processing of all documents for reimbursements.

5.2. Contractor

The Contractor shall provide, at a minimum, the following:

a. Performance of contracted services when requested and approved by Augusta-Richmond County.
b. The Contractor shall, to every extent possible, give priority to utilizing labor and resources originating within Augusta-Richmond County.

c. The Contractor will supervise all contracted services performed by its employees, agents, and Subcontractors. The Contractor is solely responsible for all means, methods, techniques, safety, and other procedures. The Contractor will employ and maintain a qualified project manager at the work sites(s) who shall have full authority to act on behalf of the Contractor. All communications given to the project manager by the Contract Administrator or designee shall be binding as if given to the Contractor.
d. The Contractor is required to ensure that its workforce, including Subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, meals, and any additional related accommodations, to minimize adverse effects on the community.
e. The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide safety equipment, training and supervision as needed and ensure that its Subcontractors abide by an equal safety provision. When instructed, the Contractor will immediately implement corrective action to address health and safety issues. Notification of corrective actions taken by the Contractor is due to the Contract Administrator within twenty-four (24) hours of receiving the notice.
f. The Contractor shall be responsible for conducting all operations in such a manner as to cause the least amount of damage possible to existing public, private, and commercial properties. The Contractor may be held responsible for any damages due to negligence of its employees or Subcontractors. The Contractor must report such damage to the Contract Administrator in writing within twenty-four (24) hours. Should any property be damaged due to negligence on the part of the Contractor, Augusta-Richmond County may either bill the Contractor for the damage, withhold funds due to the Contractor, or the Contractor may also repair all damage to the satisfaction of Augusta-Richmond County. The determination of "negligence" will be made by Augusta-Richmond County.
g. All debris collected by the Contractor, may become the property of the Contractor. The debris may consist of, but not limited to, vegetative debris, C&D debris, white goods, and collected hazardous materials.
h. Unless directed by the Contract Administrator, the Contractor may be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by Augusta-Richmond County. Separate unit prices for delivery and disposal of debris to TDMS and/or final disposal may be allowed.

5.3. Emergency Road Clearance

a. The removal and lawful disposal of debris on primary transportation routes as may be directed by Augusta-Richmond County and in accordance with Federal requirements.
b. The cutting, tossing, and/or pushing of debris, hanging limbs, or leaning trees off transportation routes as identified and directed by Augusta-Richmond County. The "initial push" is normally completed within the first 70 hours following the activation of contracted services by Augusta-Richmond County.

5.4. Debris Removal

a. The Contractor shall make scheduled passes of each area impacted by the event, at the direction of the Contract Administrator. Augusta-Richmond County shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROWs by residents and Augusta-Richmond County. The Contractor will document the completion of all passes based on direction from the Contract Administrator and will provide this documentation to the Contract Administrator on the frequency requested by Augusta-Richmond County.

b. The Contractor will not be paid for removal, transportation, storage, reduction and/or disposal of any material when not previously instructed by Augusta-Richmond County that such actions are eligible for State and/or Federal reimbursement.

   1. **Eligibility Inspection**
      The contracted monitors shall inspect each load to verify that the contents are in accordance with the accepted definition of eligible debris.
   2. **Eligibility Determination**
      If any load is determined to contain material that is not eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. Payment will not be allowed for that load and the Contractor will not invoice for the load. Augusta-Richmond County, through its authorized representative, will be the sole judge as to whether the material is eligible debris.

c. **Public Property**

   1. To include clearing of debris from public ROWs or Augusta-Richmond County facilities. Clearing of debris as directed by Augusta-Richmond County, as necessary, to abate imminent and/or significant threats to the public health and safety of residents.
   2. Clearing eligible debris from public property, loading and hauling all debris to a designated temporary debris management site (TDMS) or other disposal destination authorized by Augusta-Richmond County.
   3. The Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. The Contractor is responsible for requesting support from local law enforcement to ensure the safety of their employees and Subcontractors and residents of Augusta-Richmond County. The Contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction, and disposal sites.

d. **Private Property**

   1. Should an imminent threat to life, safety, and health to the general public be present on private property, the Contractor, as directed by Augusta-Richmond County, will accomplish the clearing of debris from private property.
   2. Demolition of unsafe structures and removal of debris that has been determined by Augusta-Richmond County to be a threat to public health and safety. Augusta-Richmond County will direct actions to secure the right of entry (ROE) onto private property to allow

demolition and removal. The Contractor will ensure hazardous materials screenings and utilities disconnection is appropriate.

5.5. Debris Transport

a. The Contractor shall operate all trucks, trailers, and all other equipment in compliance with all applicable local, State, and Federal guidelines. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. Equipment shall not be allowed behind the curb or outside the public ROW unless directed by the Contract Administrator. Should operation of equipment be required on private property, the Contractor will ensure a ROE agreement is obtained prior to entry.

b. The Contractor shall be responsible for securing debris in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, the Contractor shall ensure that each load is secured and trimmed so that when possible debris does not extend beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with Georgia Department of Transportation (GDOT). As required, the Contractor will survey the primary routes used to transport debris and recover fallen or blown debris from the roadway(s).

5.6. Vegetative Debris

5.6.1 Tree debris, for purposes for this RFP, is defined as vegetative debris, including stumps, hanging limbs, leaning trees, and similar materials resulting from trees damaged during the event. Removal, collection, hauling, and disposal of eligible tree debris will adhere to the most current FEMA Disaster Guidance documents. The Contractor is responsible for collection, hauling, and disposal of all tree debris on a cubic yard rate basis for regular vegetative debris.

5.6.2. Hazardous Stumps

- The Contractor will remove all stumps that are determined to be hazardous to public access and as directed by Augusta-Richmond County. Augusta-Richmond County reserves the right to process stumps based on a per unit cost.

5.7. Generated Hazardous Waste Abatement

a. Abatement or disposal of hazardous waste identified by Augusta-Richmond County in accordance with all local, State, and Federal laws, standards, and regulations.

b. The Contractor shall set aside and reasonably protect all hazardous materials encountered during debris removal operations for disposal. Prior to any collection or action, the Contractor will prepare a plan for Hazardous Material Cleanup and Disposal. In accordance with the plan, the Contractor will subcontract a firm that specializes in the management and disposal of hazardous material and waste, if required by Augusta-Richmond County.

c. The Contractor will be reimbursed at a fixed rate for this removal.

5.8. White Goods

a. The contractor may expect to encounter white goods for disposal; white good will constitute household appliances. The Contractor will dispose of all white goods related to the event in accordance with applicable local, State, and Federal regulations.

5.9. Work Areas

a. Identification of staging areas in collaboration with Augusta-Richmond County for the purposes of truck/equipment certification, provision of temporary fueling or vehicle maintenance, and other operational functions related to debris removal efforts. The Contractor is responsible to provide tents, sanitary, and other appropriate conveniences necessary for the care and well-being of the Contractor and staff.

   Augusta-Richmond County will approve the location, size, layout, and services to be provided at any staging area in accordance with all applicable regulatory requirements and in a manner to minimize disruption to surrounding neighborhoods.

b. Storm debris shall be subject to inspection by Augusta-Richmond County. Inspections will be to insure compliance with the contract and all applicable local, State, and Federal laws. The Contractor will, at all times, provide Augusta-Richmond County access to all work sites and disposal sites.

c. Operation and management of TDMS to accept and process all event debris. All actions will be implemented by the Contractor with prior approval by Augusta-Richmond County. Actions will include, but are not limited to the following items:

   1. Ensure that only debris related to the event will be allowed into the TDMS.
   2. Provide pictures and video recording of pre-use and post-use site conditions.
   3. Prepare a plan for a proposed site layout and review the Augusta-Richmond County's Contract Administrator prior to implementation.
   4. Prepare a plan for site security and traffic control for both the site and adjacent roadways and review with the Contract Administrator prior to implementation.
   5. The Contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction, and disposal sites.
   6. Provide adequate fire prevention/firefighting equipment throughout the operational period of the TDMS.
   7. Build and/or maintain roads as necessary for TDMS operation.
   8. Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.
   9. Confine hours of operations of the TDMS from dawn until dusk, unless otherwise stated in writing by Augusta-Richmond County.
   10. Stage and process all debris in accordance with direction from Augusta-Richmond County.
   11. Process debris by methods that may include, but not limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction.
   12. Segregate all debris, to the extent practical, between vegetative debris, construction and demolition (C&D) debris, white goods, and hazardous waste.

13. Develop and implement, with approval from Augusta-Richmond County, a procedure for handling the receipt of ineligible or unauthorized debris.
14. Provide proper and acceptable documentation (including destination, tickets, and weight/volume) for final disposal of debris accepted at the TDMS.
15. Upon closure of the TDMS, restore the site to its pre-use condition, meeting all regulatory requirements for site closure; survey TDMS to ensure that is has been restored to pre-use elevation and condition
16. As directed, sod, hydro-seed or sprig the property once all other site closure issues have been addressed.
17. Conduct pre-use and post-use soil and water tests, as directed by Augusta-Richmond County.

d. The Contractor shall construct an inspection tower at each TDMS. The floor elevation of the tower should be 10-feet above the existing ground elevation. The floor area shall be a minimum of 8'x8', constructed of 2"x8" joists, 16"o.c. with ¾" plywood supported by a minimum of four 6"x6" posts. A 4-foot high wall constructed of 2"x4" studs and ½" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6'-6' of headroom below the support beams. Step with a handrail shall provide access to the tower. The tower will be anchored to the ground to prevent blow-over. Construction alternatives may be authorized by Augusta-Richmond County but will, as a minimum, provide the same considerations.

5.10. County

5.10.1. Augusta-Richmond County may enter into agreements with State and/or Federal agencies for disaster relief assistance. The Contractor is bound by the terms and conditions of the agreements, regardless of the additional burdens of compliance. The Contract Administrator will provide the Contractor with a copy of any applicable documents.

5.10.2. Augusta-Richmond County shall provide all information and documents necessary for commencement of contracted services, including a Contract Activation order.

5.10.3. Work days and work hours shall be directed by Augusta-Richmond County. Working hours on holidays shall be at the discretion of the Contract Administrator and may be based on the removal work to be completed.'

5.10.4. At the request of the officials in the City of Blythe and the City of Hephzibah, as legal municipalities of Augusta-Richmond County, finalize a contract for services based on the Scope of Work listed in this RFP.

5.11. Reports, Documentation, and Recovery Process

1. The Contractor will provide technical guidance on debris operations to assist Augusta-Richmond County in any potential reimbursement process. The Contractor will closely monitor all guidance from Georgia Emergency Management Agency (GEMA), Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), and other applicable State and Federal Agencies to ensure that eligible debris clearing and data documentation address concerns of the likely reimbursement agencies.
2. The Contractor will submit reports periodically on a schedule determined by the Contractor Administrator. These reports may include, but are not limited to the following:

a. Daily reports detailing the locations where passes for debris removal were conducted, the quantity of debris (by type) removed, the total number of crews engaged in debris operations, and the number of grinders, chippers, and additional mulching machines in operation. The Contractor will also report any damages to private property caused by the debris operation or damage claims made by the citizens and any additional information that is required to completely describe the daily conduct of the Contractor's operations within 24 hours.
b. A weekly summary of all information contained in the daily reports, within 2 days of the close of the week. The weekly report should include:
    i. Collection Contractor
    ii. Load ticket number(s)
    iii. Load date(s)
    iv. Load location(s)
    v. Truck yardage
    vi. Percent full
    vii. Calculated yardage
    viii. Field monitor name/number
    ix. TDMS location
    x. Tower monitor/name
    xi. Debris materials categorization
    xii. Location of collection (ROW, FHWA, easement, etc.)
c. The Contractor will provide appropriate back up documentation with each invoice submitted to Augusta-Richmond County's representative.
d. Reconciliation of data will be completed weekly between the Contractor and Augusta-Richmond County's representative. All discrepancies will be resolved within 5 business days.
e. Upon final inspection and/or closeout of the project, the Contractor will prepare and submit a detailed description of all debris management activities in an electronic spreadsheet. This spreadsheet should include the following:
    i. Total volume collected, by type of debris
    ii. Total tonnage of reduced debris
    iii. Final disposal locations
    iv. Total cost of the project
f. The Contractor shall provide, no later than the project closeout, a release of liens demonstrating that all Subcontractors have been fully paid.
g. Final reconciliation must be approved by Augusta-Richmond County.
h. The Contractor will be subject to audit by local, State, and Federal agencies. The Contractor will maintain all reports, records, debris reporting tickets, and event specific correspondence for at least three (3) years.

SECTION VI
GENERAL SCOPE OF WORK

6.1. The General Scope of Work shall include but not be limited to the following:

a. The cost effective and efficient removal and lawful disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by County and in accordance with Federal requirements.

b. Performance of contracted services when requested and as designated by approved Work Authorization issued by Augusta.

c. The Loading and hauling of debris from within the legal boundaries of Richmond County to a site specified.

d. The clearing of roadways and access routes, debris removal (Right of Way, hangers/leaners/stumps and public property) and demolition of structures and other Right of Entry services when determined as necessary to:

   1. Eliminate immediate threats to life, public health, and safety;
   2. Eliminate immediate threats of significant damage to improved public or private property; and
   3. Ensure the economic recovery of Richmond County for the benefit of the community at large.

e. The cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees off of transportation routes as identified by and directed by Augusta-Richmond County. The emergency push will normally be completed within the first 70 hours following the activation of these contracted services, unless notified otherwise by Augusta-Richmond County.

f. Loading and hauling of all eligible debris to approve and certified temporary debris management site (TDMS) or other disposal destination, as specified by Augusta-Richmond County. All collection and hauling will be consistent with Federal requirements applicable to the disaster event. The Contractor will ensure compliance with instructions from Augusta-Richmond County regarding the collection, hauling and disposal of hazardous wastes and/or other categories of debris.

g. Clearing eligible debris from public property, loading and hauling all debris to a designated temporary debris management site (TDMS) or other disposal destination authorized by Augusta-Richmond County. If necessary, Augusta-Richmond County will confirm the FEMA eligibility of the debris to be removed.

h. Demolition of unsafe structures and removal of debris that has been determined by Augusta-Richmond County to be a threat to the health and safety of the public. The Contractor will exercise due diligence in demolishing and/or removing debris from private property. Augusta-Richmond County will direct actions to secure the right of entry (ROE) onto private property to allow demolition and removal. The Contractor will ensure hazardous materials screening and utilities disconnection is appropriate. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities.

i. Directing all actions to secure necessary permissions, waivers and ROE Agreements from real property owners and/or homeowner associations (HOA) as required for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with Federal requirements applicable to the disaster event.

j. Identification of staging areas in collaboration with Augusta-Richmond County for the purposes of truck/equipment certification, provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. The Contractor shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and well-being of all the Contractor and subcontractor personnel. Augusta-Richmond County will approve of the location, size, layout and services to be provided at any staging in accord with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

k. Operation and management of the TDMS to accept and process all event debris. All actions will be implemented by the Contractor with the prior approval of Augusta-Richmond County. Actions by the Contractor will include, but are not limited to, the following:

1. Ensure that only debris authorized by Augusta-Richmond County's Contract Administrator will be allowed into the TDMS sites.
2. Provide to Augusta-Richmond County a video record of the pre-and post-use site conditions.
3. As directed by Augusta-Richmond County, conduct an onsite Phase 1 Environmental Audit.
4. Prepare a plan of proposed site layout and review with Augusta-Richmond County prior to its implantation.
5. Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with Augusta-Richmond County prior to its implementation.
6. Provide adequate fire prevention/fighting equipment, including water truck and hoses, on site throughout the operational period of the TDMS.
7. Build and/or maintain roads as necessary for TDMS operation.
8. Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three inspectors; Towers will be positioned at any entrance and any exit of the TDMS.
9. Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.
10. Confine hours of operation of the TDMS to those determined by Augusta-Richmond County.
11. Stage and process all debris in accordance with instructions from Augusta-Richmond County.
12. Process debris by methods that may include, but not be limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction.
13. Prior to reduction and to the extent practical, segregate debris between vegetative debris, construction and demolition debris, white goods, hazardous waste.
14. Develop and implement, with the approval of Augusta-Richmond County, a procedure for management of the receipt of unauthorized and/or ineligible debris at the TDMS.
15. Provide the jurisdiction with proper and acceptable documentation (including destination, tickets, volume/weight) for final disposal of debris accepted at the TDMS.
16. Upon closure of the TDMS, restore the site to it pre-use condition, meeting all regulatory requirements for the site closure; Survey the site to verify that it has been restored to pre-use elevation and condition.
17. As directed by Augusta-Richmond County, sod, hydro-seed or sprig the property once all other site closure issue have been addressed.
18. As directed by Augusta-Richmond County, conduct post use soil and water tests.

6.2. When a Notice to Proceed in advance of an event has been received by the Contractor, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services. Augusta-Richmond County may take such other actions as necessary to address the failure of the Contractor to mobilize resources on the schedule required by Augusta-Richmond County.

6.3. VEHICLES AND EQUIPMENT

1. All Contractor and Subcontractor trucks should have valid registration, insurance, and meet basic operations criteria (tailgates, tarps, etc.), as well as meet all motor vehicle safety requirements to include all applicable federal, state, and local rules and regulations. Drivers shall have valid driver's licenses.

2. Truck body dimensions will be measured, and information recorded on certification forms with calculated capacity noted. Each truck will receive two placards, at all times these placards should be affixed to each side of the truck body.

3. Truck body dimensions will be measured, and information recorded on certification forms with calculated capacity noted. Each truck will be receive two placards, at all times these placards should be affixed to each side of the truck body.
4. Within two (2) hours of the conclusion of an anticipated event, four (4) hours of an unanticipated event once the contractor is notified, a minimum of three (3) crews consisting of the following elements shall be on site ready to execute contract duties:
    a. Crew#1
        i. Hydraulic bucket-truck with reach capstone of no less than 50 feet
        ii. Backhoe equivalent of CAT 416 or Deere 310 or larger
        iii. One (1) brush chipper that handles limbs up to 3" diameter
        iv. Two-way communication system between the Contractor and Augusta-Richmond County
        v. One (1) dump truck with a minimum of 14,000 pound gross vehicle weight with chipper box
        vi. Three (3) laborers each with chainsaw
    b. Crew #2 & #2
        i. Same as Crew#1 with the exception of Hydraulic bucket-truck
        ii. Within twenty-four (24) hours from conclusion of the event three (3) additional crews for a total of six crews on site
    c. Crew #4, #5, #6
        i. Same as Crew#1 with the exception of Hydraulic Bucket-truck and Backhoe
        ii. Full time Supervisor for operations
5. Augusta-Richmond County debris manager desires that the contractor maximize the use of self-loading trucks equipped with grapples or loaders with grapple attachments to reduce potential collateral damage and to expedite the cleanup operation. Hand loading of trucks or trailers must be approved in writing by Augusta-Richmond County debris manager before being put into operation. Trucks that do not comply with these conditions may be approved for use, depending upon the needs of Augusta-Richmond County, but a deduction will be made to the measured maximum volume to account for reduced compaction capability and inefficiency of operation, County monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand-loaded trailer or truck load by 50% because of the low compaction achieved by hand loading.
6. At the time of an activation of contract, the contractor shall submit to Augusta-Richmond County certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed by the contractor and a County representative. Maximum volumes may be rounded to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. Augusta-Richmond County reserves the right to re- measure trucks at any time to verify reported capacity.

7. All trucks and trailers utilized in hauling debris shall be equipped with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. All extensions to the bed must be approved in writing by Augusta-Richmond County debris manager.

8. Trucks or equipment that is designated for use under the contract shall not be used for any other work. The contractor shall not solicit work from private citizens or others to be performed in the designated authorized agency or County during the period of the contract. Under no circumstance will the contractor mix debris hauled for others with debris hauled under the contract.

6.4. PERSONNEL

The Contractor will certify that all Contractor and Subcontractor personnel have received required and adequate training relevant to emergency response, disaster recovery, and debris management operations. At the request of Augusta-Richmond County, the Contractor will provide documentation to certify the adequacy of the training, experience and abilities of all personnel, to include the following:

6.4.1. Senior management personnel of the Contractor assigned to implement the work authorizations, for an awarded Agreement, will participate in trainings and briefings when requested.

6.4.2. Senior, supervisory personnel of the Contractor and Subcontractors will have received training in debris management, has sufficient knowledge of the Augusta-Richmond County Debris Management Plan, and implementation of the National Incident Management System (NIMS).

6.4.3. Personnel assigned to be responsible for data management, invoicing, and other documentation required by Augusta-Richmond County will be trained in the processes and approaches utilized by Augusta-Richmond County.

6.4.4. Vehicle and equipment operators will be fully licensed and certified before the event.

6.4.5. Personnel will be trained appropriately on the Augusta-Richmond County procedures and requirements for the debris removal process, accident reporting, and safety procedures prior to deployment.

6.5. ADDITIONAL SERVICES

Augusta-Richmond County requests these services in addition to the removal and management of vegetative debris, C&D debris, white goods, and hazardous materials.

6.5.1. The Contractor will remove event related debris from drainage and navigation canals and adjacent banks, as requested by Augusta-Richmond County. Debris removed may be vegetative debris and/or C&D debris affecting the canals, but it does exclude removal of damaged and/or abandoned boats. The Contractor will haul, process, and dispose of the collected debris and restore the sites when directed by Augusta-Richmond County. The Contractor will provide pictures of the sites before and after work. The Contractor will be reimbursed at a fixed rate for this work.

6.5.2. The Contractor will remove motor vehicles damaged by the event and/or abandoned by the owner due to the event. Augusta-Richmond County will identify the vehicles that should be removed. The Contractor will comply with all requirements for removal and processing of hazardous materials and ensure final disposal of the removed vehicles. The Contractor will be reimbursed at a fix rate, including towing, processing and disposal cost.

6.6. SECURING DEBRIS

The contractor shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings shall be provided by the contractor to prevent reduction by-products and other materials from being blown from the bed during hauls to disposal landfills.

6.7 DEBRIS COLLECTION EFFICIENCY/CLEANLINESS

The contractor is responsible for collecting and removing, from public rights-of- way and public property, all debris that exceeds in size, weight, volume, or shape that which can reasonably be collected by the average homeowner using a rake, broom, shovel and bags. Homeowners are responsible for collecting the small residual quantities of leaves, dirt, sawdust, twigs and similar small items of debris that can be readily put into bags. Except for the above, the contractor will collect and remove all debris existing on a street during each pass and not leave any debris for subsequent passes. This does not preclude the contractor from using separate vehicles and crews to: separate bags from other vegetative debris; collecting C & D debris; collecting recyclable timber or from hauling stumps with root balls. The contractor will organize his equipment and crews so that all types of debris are collected within any one pass.

6.8. DAMAGES TO PUBLIC OR PRIVATE PROPERTY

The contractor shall be responsible for any damage to private or public property that results from his debris collection and removal activities. Disagreements will be settled through negotiations. The contractor shall supply Augusta-Richmond County with semi-weekly lists showing all damage claims that have been settled and all claim issues that remain outstanding.

6.9 TREE AND LIMB REMOVAL WITH SPECIALIZED EQUIPMENT

The contractor may be required to remove hazardous hanging limbs and branches over right-of-ways and public property that have not completely fallen to the ground and hazardous leaning or damaged trees that are still standing. The determination of the existence of a hazardous situation is the responsibility of Augusta-Richmond County debris manager.

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SECTION VII

SELECTION PROCESS

7.1. General

The Evaluation Committee, which is comprised of representatives from various departments within Augusta-Richmond County, will evaluate all qualifying proposals. All requirements in this RFP should be satisfied to ensure that the proposal will qualify for consideration. Augusta-Richmond County desires to receive proposals only from firms who can demonstrate the specified qualifications mentioned in this RFP.

7.2. References

Current and previous clients of each firm that submits a proposal may be approached with specific questions regarding performance. Responses to these questions will be used as part of the evaluation process.

7.3. Proposal Evaluation Criteria

The criteria outlined below and described further hereinafter will be used to evaluate the RFP's. The evaluation is based on a total maximum score of 100, with the following point breakdown per category.

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7.4. Evaluation and Award

EVALUATION: Each response to this RFP shall be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by an evaluation committee. A description of the factors which will be analyzed, and the relative weight accorded each factor follows. Augusta-Richmond County will not consider the proposal of any Offeror who lacks accreditation or authorization to provide the Services requested.

STEP 1: PROPOSAL SUBMITTAL (TOTAL POSSIBLE POINTS: 100).

Evaluating Factor:	*Points Possible:*
Qualifications and References: Qualifications of the firm, individual, and sub-consultants assigned to the project. Quality of team assigned to project; Identifies the roles and responsibilities of each team member. Educational background, training and certifications; Provides a minimum of five (5) references of agencies or firms that firm has provided the same or similar services; Financial strength of Company. Reputation of firm. Provide the number of staff to be assigned.	20
Experience and Capability: Three (3) existing governmental contracts of similar nature and are within a 100 mile radius of Augusta-Richmond County. Location and availability of firm; Experience in Federal Disaster and Mitigation Program. Documented knowledge of numerous FEMA documents. Licensed to do business in the State of Georgia. Meets Emergency Management Program Accreditations. Certified in the National Incident Management System (NIMS).	35
Project Understanding and Methodology: Demonstrated understanding of the scope of service. Methodology and approach to work (i.e. the scope, quality, and cost of the proposed plan. Demonstrates "how" services will be provided and what support services are required by Augusta-Richmond County; Listing of Equipment, owned, leased sub-contracted.	45

STEP 2 Interviews/Presentations – If required (Total Possible Points – 35)

Fee Proposal/Cost Data (Total Possible Points - 15)

Lowest Fee	15 points
Second	12 points
Third	9 points
Fourth	6 points
Fifth	3 points

STEP 3 Final Selections

The Evaluation Committee will present their recommendation to the appropriate oversight committee for review and recommendation. The Augusta-Richmond County Board of Commissioners will make the final decision.

Phase One Criteria (Identify short listed offerors only)

The Procurement Director, in consultation and upon the recommendation of the head of the using agency, shall select from among the offerors no less than three (3) offerors (the "short-listed offerors") deemed to be the most responsible and responsive; provided, however, that if three (3) or less offerors respond to the solicitation, this requirement will not apply. The selection of the short-listed offerors shall be made in order of preference. From the date proposals are received by Procurement Director through the date the contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of offeror's teams prior to award.

It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. The contract will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.

Your team will be evaluated on the basis of how well your firm and its individual professionals meet the criteria outlined including general and specific selection criteria. Based on the Evaluation Criteria, Augusta reserves the right to select more than one firm to provide the requested services. Please submit your proposal in a concise written tabulated format indexed and organized. The recommended firm and contract will be presented to the Augusta Commission for final approval.

Each submittal must respond to the requested information for each section.

Phase Two Criteria

(Rank the company that best address scope of service/ technical proposal as outlined in the specifications to be in the best interest of Augusta, Georgia).

Note: All offerors selected to participate in Phase Two shall be equally evaluated without respect to the score received in Phase One.

After an initial screening process, a technical question and answer conference or interview will be conducted, if deemed necessary, to clarify or verify the offeror's proposal and to develop a comprehensive assessment of the proposal.

Final negotiations and letting the contract. The Committee shall rank the technical proposals, open and consider the pricing proposal. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

PRICE PROPOSALS

The Committee will evaluate the responses to the RFP, verify the information presented, and conduct oral interviews, as deemed appropriate. This process will result in the selection of the successful vendor who, through contractual agreements will undertake the scope of work.

Price is not the driving factor of this award and shall be considered as follows: In making this decision, the Using Agency and the Procurement Director shall take into account the estimated value, the scope, the complexity and the professional nature of the services to be rendered. Should the Using Agency and the Procurement Director be unable to negotiate a satisfactory contract with the offeror considered to be the most responsible and responsive at a price for the Using Agency and the Procurement Director determines to be fair and reasonable to Augusta, Georgia; negotiations with that offeror shall be terminated. The Using Agency and the Procurement Director shall then undertake negotiations with the second most responsible and responsive short-listed offeror. If negotiations with the second most responsible and responsive short-listed offeror are unsuccessful, negotiations shall be terminated and the Using Agency and the Procurement Director shall then undertake negotiations with the third most responsible and responsive short-listed offeror. Should Using Agency and the Procurement Director be unable to negotiate a contract with any of the short-listed offerors, the Using Agency and the Procurement Director and the using agency may select from the additional offerors that were not short-listed in order of their responsibility and responsiveness and the Using Agency and the Procurement Director may continue negotiations in accordance with this section until an agreement is reached.

Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked. The names of the respondents will be identified at the proposal opening; however, no proposal will be handled so as to permit disclosure of the detailed contents of the responses until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

Price shall be submitted in a separate sealed envelope with the following information on the outside of it: **Fee Proposal for RFP 14-189 Debris Removal Services to include the vendor's name.**

When in the best interest of the Augusta, Georgia, Augusta reserves the right to request additional fee information and to request a "Best and Final" offer.

ATTACHMENT A

PRICING FOR UNIT BASED DISASTER DEBRIS

(Please enclose Appendix A & Appendix B in a separate sealed envelope)

	DESCRIPTION OF SERVICE	UNIT	UNIT PRICE
1. VEGETATIVE DEBRIS			
A.	Pick up vegetative debris from rights-of-way (ROW) and haul to Temporary Debris Management Sites (TDMS). (0-15 miles)	CUBIC YARD	$
B.	Pick up vegetative debris from ROW and haul to TDMS. (16-30 miles)	CUBIC YARD	$
2. CONSTRUCTION & DEMOLITION DEBRIS (C&D)			
A.	Pick up Construction & Demolition (C&D) materials from ROW and haul to DMS. (0-15 miles)	CUBIC YARD	$
B.	Pick up C&D materials from ROW and haul to TDMS. (16-30 miles.)	CUBIC YARD	$
C.	Pick up C&D materials from ROW and haul to LANDFILL. (0-15 miles)	CUBIC YARD	$
D.	Pick up C&D materials and from ROW and haul to LANDFILL. (16-30 miles)	CUBIC YARD	$
3. PROCESSING/REDUCING DEBRIS & DEBRIS AND SITE MANAGEMENT			
A.	Grinding / chipping vegetative debris, based on incoming cubic yards.	CUBIC YARD	$
B.	Processing and/or compacting C&D materials and mixed debris, based on incoming cubic yards.	CUBIC YARD	$
C.	Debris reduction by air curtain incineration.	CUBIC YARD	$
4. TEMPORARY DEBRIS MANAGEMENT SITE MANAGEMENT			
A.	TDMS Management includes the cost of site preparation, site management, acceptance, erosion control, based on incoming cubic yards.	CUBIC YARD	$

5. FINAL DISPOSAL (NOTE: Disposal fees shall be supported by landfill tickets/disposal facility receipts prior to payment by the City.			
A.	Load and Transport processed vegetative debris from TDMS to final disposal (0-15 miles)	CUBIC YARD	$
B.	Load and Transport processed vegetative debris from TDMS to final disposal (16-30 miles)	CUBIC YARD	$
C.	Load and Transport compacted C&D and Mixed Materials from DMS to final disposal	CUBIC YARD	$
D.	DISPOSAL FEES- Chipped Vegetative, pass-through cost	PASS THROUGH	ACTUAL
E.	DISPOSAL FEES- Incinerated vegetative, pass through cost	PASS THROUGH	ACTUAL
F.	DISPOSAL FEES- C&D/Mixed Debris, pass through cost	PASS THROUGH	ACTUAL
6. HAZARDOUS STUMPS AND HAZARDOUS TREES			
A.	Removal of hazardous stump from ROW or public property and transportation to TDMS. 24" to 36" diameter	EACH	$
B.	Removal of hazardous stump from ROW or public property and transportation to TDMS. 37" to 48" diameter	EACH	$
C.	Removal of hazardous stump from ROW or public property and transportation to TDMS. 49" > diameter	EACH	$
D.	Backfill- supply and placement of clean fill dirt into holes created by stump removal on ROW	CUBIC YARD	$
E.	Removal of hazardous trees (LEANERS OR DAMAGED) from ROW or public property. Debris shall be placed on City ROW for collection. 6" to 12" trunk measured at 4.5' (Diameter breast height- DBH).	EACH	$
F.	Removal of hazardous trees (LEANERS OR DAMAGED) from ROW or public property. 13" to 24" trunk measured at 4.5' DBH	EACH	$
G.	Removal of hazardous trees (LEANERS OR DAMAGED) from ROW or public property. 25" to 36" trunk measured at 4.5' DBH	EACH	$

H.	Removal of hazardous trees (LEANERS OR DAMAGED) from ROW or public property. 37" to 48" trunk measured at 4.5' DBH	EACH	$
I.	Removal of hazardous trees (LEANERS OR DAMAGED) from ROW or public property. 49" > trunk measured at 4.5' DBH	EACH	$
J.	Removal of hazardous limbs (Hangers) from limbs hanging over ROW or public property. 2" > at break	PER TREE	$
7. WHITE GOODS			
A.	White goods, remove and transport from ROW to TDMS	PER UNIT	$
B.	White goods, remove and transport from ROW to Recycling Facility of approved disposal facility	PER UNIT	$
C.	Freon removal and management/recycling	PER UNIT	$
8. OTHER DEBRIS			
A.	Vehicle removal, transfer/tow of typical passenger vehicle	EACH	$
B.	Operation of secure storage for vehicles	PER DAY	$
C.	Household Hazardous Waste removal form ROW and dispose at City approved site	PER POUND	$

HOURLY RATES (INITIAL PUSH)

EMERGENCY ROAD CLEARANCE

	HOURLY RATES	UNIT	UNIT PRICE
A.	EQUIPMENT	HOUR	$
B.	PERSONNEL	HOUR	$

ATTACHMENT B

HOURLY EQUIPMENT RATES

(Additional services, requested, for the term of the contract)
Includes: Operator, fuel, and maintenance
These rates will not be factored in the evaluation of the cost proposals.

EQUIPMENT DESCRIPTION	UNIT	UNIT PRICE
Bucket Truck- 50 ft.	HOUR	$
Bucket Truck- 50 ft. to 75 ft.	HOUR	$
Chipper w/ 2 person crew	HOUR	$
Crane, 30 Ton	HOUR	$
Crane, 50 Ton	HOUR	$
Crane, 100 Ton	HOUR	$
Dozer- tracked, CAT D4	HOUR	$
Dozer- tracked, CAT D6	HOUR	$
Dozer- tracked, CAT D7	HOUR	$
Dozer- tracked, CAT D8	HOUR	$
Dump Truck, 5 to 15 CY	HOUR	$
Dump Truck, 16 to 24 CY	HOUR	$
Dump Truck, 25 to 34 CY	HOUR	$
Dump Truck (Trailer dump w/Tractor) 35 to 44 CY	HOUR	$
Dump Truck (Trailer dump w/Tractor) 45 to 54 CY	HOUR	$
Dump Truck (Trailer dump w/Tractor) 55 to 64 CY	HOUR	$
Dump Truck (Trailer dump w/Tractor) 65 to 74 CY	HOUR	$
Dump Truck (Trailer dump w/Tractor) >75 CY	HOUR	$
Excavator, Hydraulic- 1.5 CY, CAT 320	HOUR	$
Excavator, Hydraulic- 2.5 CY, CAT 325	HOUR	$
Excavator, Hydraulic- 3.5 CY, >CAT 330	HOUR	$
Excavator/Trackhoe, Rubber Tire (w/debris grapple), CAT 315C/JD, 160C/Vol EC 160	HOUR	$
Forklift- Extend Boom w/debris grapple	HOUR	$
Fuel Truck (1,000 gallon)	HOUR	$
Light Tower, portable w/generator	HOUR	$
Loader- Bobcat 735 or JD648-E w/debris grapple	HOUR	$
Loader- rubber front end (2-5 CY capacity)	HOUR	$
Loader- Front End, 544 or equal w/debris grapple	HOUR	$
Loader- Knuckleboom- 216 Prentice	HOUR	$

Loader- Self, Knuckleboom Truck, 25-35 CY Body	HOUR	$
Loader- Self, Knuckleboom Truck, 35-45 CY Body	HOUR	$
Loader- Skid Steer- 753 Bobcat w/bucket	HOUR	$
Loader- Trackhoe 690 JD or equal	HOUR	$
Loader- wheel, CAT 955	HOUR	$
Loader- wheel, CAT 966	HOUR	$
Low Bed Equipment Trailer, 12 Ton capacity & tractor	HOUR	$
Low Bed Equipment Trailer, 35 Ton capacity & tractor	HOUR	$
Low Bed Equipment Trailer, 50 Ton capacity & tractor	HOUR	$
Motor grader, CAT 125- 140 HP	HOUR	$
Soil Compactor 80 HP, Case/Cat/Wacker	HOUR	$
Soil Compactor 81+ HP, Case/Cat/Wacker	HOUR	$
Stump Grinder (30" diameter or less) Vermeer 252	HOUR	$
Stump Grinder (greater than 30" diameter) Vermeer 752	HOUR	$
Stump Grinder, Vermeer 60TX	HOUR	$
Tub Grinder, 12ft, Morbark 1200/650 HP	HOUR	$
Tub Grinder, 13ft, Morbark 1300/850 HP	HOUR	$
Tub Grinder, 14ft, Diamond Z 1463/1600 HP	HOUR	$
Water Truck- 2000 gallon	HOUR	$
Air Curtain Pit Burner (self-contained)	HOUR	$
Air Curtain Refractor Incinerator	HOUR	$
Pickup Truck, 1/2 Ton	HOUR	$
Pickup Truck, 3/4 Ton	HOUR	$
Pickup Truck, 1 Ton (4x4)	HOUR	$
Passenger Car, full size	HOUR	$
Passenger Van, 9 Passenger	HOUR	$
Utility Van	HOUR	$

ADDITIONAL EQUIPMENT NOT LISTED ABOVE

ADDITIONAL EQUIPMENT	UNIT	UNIT PRICE
	HOUR	$
	HOUR	$
	HOUR	$
	HOUR	$
	HOUR	$
	HOUR	$
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	HOUR	$
	HOUR	$
	HOUR	$
	HOUR	$
	HOUR	$
	HOUR	$
	HOUR	$
	HOUR	$
	HOUR	$
	HOUR	$
	HOUR	$
	HOUR	$

EXCEPTION SHEET

If Commodity(s) and/or Service proposed in quote is in ANYWAY different from that contained in this proposal, the Proposer is responsible for clearly identifying all such differences in the space below. Otherwise, it will be assumed that the Proposers offer is in total compliance with all aspects of the proposal.

Below are the only differences between my offer and the County's proposal:

Signature _____

Date _____

ATTACHMENT C

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with.

1. A drug-free workplace will be provided for the employees during the performance of the contract;

and;

2. Each Subcontractor under the direction of the contractor shall secure the following written certification:

_____ (Contractor) certifies to Augusta-Richmond County that a drug-free workplace will be provided for the employees during the performance of this contract known as **RFP14-189 - Debris Removal Services** pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR _____ DATE: _____

NOTARY _____ DATE: _____

SEAL

ATTACHMENT D
PROMISE OF NON-DISCRIMATION STATEMENT

Know all men by these presence, that I (We), _____, _____,_____,
Name Title Name of Vendor
(herein after "Company"), in consideration of the privilege to Bid/Propose on the following Augusta-Richmond County Procurement titled **RFP 14-189 - Debris Removable Services** hereby consent, covenant, and agree as follows:

A. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the Proposal submitted to Augusta-Richmond County or the performance of the contract resulting there from;

B. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract with or otherwise interested in the Company, including those companies owned and controlled by racial minorities and women; and

C. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Augusta-Richmond County.

D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of and incorporated by reference in the contract which this Company may be awarded.

E. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

_____ _____
SIGNATURE DATE:

ATTACHMENT E

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 1)

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.
3. List any convictions or civil judgments under states or federal antitrust statutes.
4. List any violations of contract provisions such as knowingly failing (without good cause) failing to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
5. List any prior suspensions or debarments by any governmental agency.
6. List any contracts not completed on time.
7. List any penalties imposed for time delays and/or quality of materials and workmanship.
8. List any documented violations of federal or any state labor laws, regulations, or standards, and any occupational safety and health rules.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

I, _____, as_____
Name of individual Title & Authority

of _____, declare under oath that the above statements,
Company Name

including any supplemental responses attached hereto, are true.

_____
Signature

State of: _____
County of: _____

Subscribed and sworn to before me on this _____ day of _____ 2014

by _____ representing him/herself to be

_____ of the company named.

_____
Notary Public
My Commission expires: _____ Resident State: _____

ATTACHMENT F

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contactor verifies its compliance with O.C.GA § 13-10-91, stating affirmatively that the individual, firm, or corporation that is contracting with Augusta-Richmond County has registered with and is participating in a federal work authorization program* [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and shall agree to use this program for any newly hired employees throughout the duration of the contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Augusta-Richmond County, contractor will secure from such subcontractor similar verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. The contractor further agrees to provide notice to Augusta-Richmond County of the identity of each subcontractor hired under the contract within five (5) business days of entering into a contract for hire. Such notice shall include a copy of the Subcontractor Affidavit for each subsequent subcontractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Effingham County within five (5) days of the time the subcontractor(s) is retained to perform such service.

_____

EEV/ Basic Pilot Program* User Identification Number

_____ _____

BY: Authorized Officer or Agent Date
(Contractor Name)

_____

Title of Authorized Officer or Agent of Contractor

_____

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____ 20____

_____

Notary Public

My Commission Expires: - _____ , 20 ____

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

ATTACHMENT G

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation that is engaged in the physical performance of services under a contract with (_____) on behalf of Augusta-Richmond County has registered with and is participating in a federal work authorization program* [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and will agree to use this program for any newly hired employees throughout the duration of the contract. The subcontractor further agrees to provide a copy of the executed Subcontractor Affidavit to the contractor in order to be provided to the County within five (5) days entering into the contract for hire.

_____
EEV / Basic Pilot Program* User Identification Number

_____
Date of E-Verify Authorization

_____

_____
Address

_____ _____
BY: Authorized Officer or Agent Date
(Subcontractor Name)

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____ 20_____

_____
Notary Public

My Commission Expires: _____ , 20 ____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

ATTACHMENT H

NO-BID STATEMENT

In an effort to make the procurement of construction, goods and services for Augusta-Richmond County as competitive as possible, we are soliciting information from contractors and or vendors who cannot Bid. Your "responsiveness" and "constructive" comments will be appreciated. Completion of this form will assist us in evaluating factors which relate to the competitiveness of our Proposals. Please check any of the boxes below which may apply.

□ Specifications - Restrictive, too "tight", unclear, specialty item, geared toward one (1) brand or manufacturer only. (Explain below)

□ Manufacturing - Unique item, production time for model or item has expired, etc.

□ Proposal Time - Insufficient time to properly respond to Proposal or bid.

□ Delivery Time - Specified delivery time cannot be met.

□ Payment - Delay in payment terms. Please be specific.

□ Bonding - We are unable to meet bonding requirements.

□ Insurance - We are unable to meet insurance requirements.

□ Removal - From Vendors list for this particular commodity or service.

□ Keep - Our Company on your Vendors list for future reference.

□ Project is - Too Large ___ _____ Too Small _____

□ Site Location Too Distant.

□ Miscellaneous - Do not wish to Bid, do not handle this type of item (s), unable to compete, contract clause (s) not acceptable, etc. Please be specific.

CONSTRUCTION PROJECTS*:* Please provide reason for obtaining a Proposal package. Check one below. Interest in this project as a:

Prime Contractor _____

Sub-Contractor _____

Supplier _____

RFP 14-189 - Debris Removable Services

Signature: _____ Telephone Number: _____

Firm Name: _____

ATTACHMENT I

PRIMARY CONTRACTOR CERTIFICATION REGARDING DISBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The bidder certifies to the best of my knowledge and belief the firm and its representatives:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

(b) Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public, Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense numerated in paragraph (b) of this certification;

(d) Have not within a three (3) year period preceding, this Agreement had one or more public transaction (Federal, State, or Local) terminated for cause or default; and

(e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this agreement and other remedies available to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Transit Funds, and is subject to applicable State and Federal laws, both criminal and civil.

SIGNATURE: _____

TITLE: _____

FIRM: _____

DATE: _____

ATTACHMENT J
CERTIFICATION REGARDING LOBBYING
APPENDIX A, 49 CFR PART 20

Certification for contracts, Grants, Loans, and Co-operative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of the Member of Congress in connection with this Federal contract, grant, loan, or co-operative agreement, the undersigned shall complete and submit Standard Form—LLL, the "Disclosure form to Report Lobbying'" in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/20/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 2095 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352c(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]
The contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

Date _____

ATTACHMENT K

VENDOR INFORMATION FORM

The undersigned, on behalf of the respondent, certifies that: (1) this information is made without previous understanding, agreement or connection with any person, firm, or corporation providing a response to the same document; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the response is entered; (4) they have read the complete Request for Proposal and understand all provisions; (5) if officially proposed in response to any Request for Proposal accepted by Augusta-Richmond County, the capabilities identified are guaranteed as written and will be implemented as stated; and (6) mistakes in writing of the submitted response will be their responsibility.

Vendor Name as Registered with the Georgia Secretary of State

Type of Organization (check one):

_____ Sole Proprietorship _____Partnership _____Corporation _____Public Corporation

Authorized Contact Name Printed_____

Title_____

Authorized Signature_____

Date_____

Mailing Address_____

City/State/Zip_____

Physical Address_____

City/State/Zip_____

Phone Number_____ Fax Number_____

Company Website Address_____ E-Mail_____

Tax I.D. Number_____ General Nature of Business_____

Note: This form will be used for the collection of data only.

ATTACHMENT L

LETTER OF INTENT TO PERFORM AS A MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR/JOINT VENTURE PARTNER

This form must be completed by the successful sub-contractor and submitted by the apparent successful bidder or proposer before approval of contract award is requested by Augusta-Richmond County staff from the Board of Commissioners.

Project: RFP 14-189 Debris Removable Services for Fire Department/Emergency Management

Proposer: _____

Date: _____

The undersigned has agreed to perform work in connection with the above project as:

_____ a sole proprietorship (individual) _____ a corporation

_____ a partnership _____ a joint venture

Detailed description of work items to be performed

At the following price $_____

_____
Type or Print Name of M/WBE Sub-Contractor

By: _____

Title: _____

Printed Name: _____

The undersigned will enter into a written agreement with the above M/WBE Contractor for the work described upon award and execution of a contract with Augusta-Richmond County.

_____
Typed or Print Name of Firm

Signature: _____ Title: _____

Printed Name: _____ Date: _____

Note: This form will be used for the collection of data only.

Augusta
GEORGIA

Procurement Department

Mrs. Geri Sams, Director

October 2, 2014

E-Mailed & Faxed (F) 954-725-6991
rray@ashbritt.com

Rob Ray
Ashbritt
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441

Ref: RFP# 14-189 Debris Removal Services for The City of Augusta – Fire Department

Dear Mr. Ray:

Thank you for submitting your proposals in reference to RFP# 14-189 Debris Removal Services for the Augusta – Fire Department. We have spent many hours reviewing and evaluating each vendor's proposal, and we have selected Ashbritt as one of the vendors to appear before the Selection Committee for this project.

Per our conversation, the next step in the process is vendor presentations. The following date has been scheduled for your company:

Thursday, October 23, 2014 at 1:00 p.m. – 2:00 p.m.

Presentations will be held in the Procurement Conference Room in Augusta's Municipal Building located at 530 Greene Street. Please contact Procurement to arrange for any technical needs you may have. There will be approximately 12 people viewing the presentations. **The time of your presentation is from 1:00 p.m. – 2:00 p.m.**

Presentation guidelines:

1. Presentations should be scheduled for no more than 1 hour to include set up, questions from the evaluation committee and session wrap up.
2. Each proposer is encourages to review the specification and be able to address any questions in reference to the scope of services of the specifications.
3. We kindly request that during your presentation, you limit the number of presenters to three (3).
4. Should you have a PowerPoint presentation, please provide the Procurement Department with one written copy at the time of your presentation.

Thank you for agreeing to meet with us on the date and time listed above, we look forward to meeting you and your teams. Should you have any additional questions, please do not hesitate to contact the Procurement Department at 706-821-2422.

Sincerely,

Geri Sams

Geri A. Sams
Procurement Director

cc: Chief Chris James, Augusta Fire Department
Committee Members

Augusta
GEORGIA

Procurement Department

Mrs. Geri Sams, Director

October 2, 2014

E-Mailed & Faxed (F) 866-757-7656
bthomason@bergeroninc.com

Ronald Bergeron Jr.
Bergeron Land Development
19612 SW 69th Place
Fort Lauderdale, FL 33332

Ref: RFP# 14-189 Debris Removal Services for The City of Augusta – Fire Department

Dear Mr. Ray:

Thank you for submitting your proposals in reference to RFP# 14-189 Debris Removal Services for the Augusta – Fire Department. We have spent many hours reviewing and evaluating each vendor's proposal, and we have selected Bergeron Land Development as one of the vendors to appear before the Selection Committee for this project.

Per our conversation, the next step in the process is vendor presentations. The following date has been scheduled for your company:

Thursday, October 23, 2014 at 2:15 p.m. – 3:15 p.m.

Presentations will be held in the Procurement Conference Room in Augusta's Municipal Building located at 530 Greene Street. Please contact Procurement to arrange for any technical needs you may have. There will be approximately 12 people viewing the presentations. **The time of your presentation is from 2:15 p.m. – 3:15 p.m.**

Presentation guidelines:

1. Presentations should be scheduled for no more than 1 hour to include set up, questions from the evaluation committee and session wrap up.
2. Each proposer is encourages to review the specification and be able to address any questions in reference to the scope of services of the specifications.
3. We kindly request that during your presentation, you limit the number of presenters to three (3).
4. Should you have a PowerPoint presentation, please provide the Procurement Department with one written copy at the time of your presentation.

Thank you for agreeing to meet with us on the date and time listed above, we look forward to meeting you and your teams. Should you have any additional questions, please do not hesitate to contact the Procurement Department at 706-821-2422.

Sincerely,

Geri Sams

Geri A. Sams
Procurement Director

cc: Chief Chris James, Augusta Fire Department
Committee Members

Augusta
GEORGIA

Procurement Department

Mrs. Geri Sams, Director

October 2, 2014

E-Mailed & Faxed (F) 866-228-5636
gail.hanscom@ceresenv.com

David Preus
Ceres Environmental Services
6960 Professional Parkway East
Sarasota, FL 34240

Ref: RFP# 14-189 Debris Removal Services for The City of Augusta – Fire Department

Dear Mr. Ray:

Thank you for submitting your proposals in reference to RFP# 14-189 Debris Removal Services for the Augusta – Fire Department. We have spent many hours reviewing and evaluating each vendor's proposal, and we have selected Ceres Environmental Services as one of the vendors to appear before the Selection Committee for this project.

Per our conversation, the next step in the process is vendor presentations. The following date has been scheduled for your company:

Thursday, October 23, 2014 at 3:30 p.m. – 4:30 p.m.

Presentations will be held in the Procurement Conference Room in Augusta's Municipal Building located at 530 Greene Street. Please contact Procurement to arrange for any technical needs you may have. There will be approximately 12 people viewing the presentations. **The time of your presentation is from 3:30 p.m. – 4:30 p.m.**

Presentation guidelines:

1. Presentations should be scheduled for no more than 1 hour to include set up, questions from the evaluation committee and session wrap up.
2. Each proposer is encourages to review the specification and be able to address any questions in reference to the scope of services of the specifications.
3. We kindly request that during your presentation, you limit the number of presenters to three (3).
4. Should you have a PowerPoint presentation, please provide the Procurement Department with one written copy at the time of your presentation.

Thank you for agreeing to meet with us on the date and time listed above, we look forward to meeting you and your teams. Should you have any additional questions, please do not hesitate to contact the Procurement Department at 706-821-2422.

Sincerely,

Geri Sams

Geri A. Sams
Procurement Director

cc: Chief Chris James, Augusta Fire Department
Committee Members

Augusta GEORGIA

Cumulative Evaluation Sheet
RFP# 14-189 Debris Removal Service
Evaluation Committee Sheet
Bid Opening Date: Friday, August 29, 2014 @ 11:00 a.m.

Evaluation Date: 9/25/14 - Phase 1
Presentation Date: 10/23/2014 - Phase 2

Total Number Specifications Mailed Out: 36
Total Number Specifications Download (Demandstar): 24
Total Electronic Notifications (Demandstar): 199
Mandatory Pre-proposal / Telephone Conference: 13
Total packages submitted: 8
Total Noncompliant: 2

		Vendors					
		ASHBRITT	ASPLUNDH ENVIROMENTAL SERVICES, INC.	BERGERON LAND DEVELOPMENT	CERES ENVIRONMENTAL SERVICES, INC.	CROWDER GULF	TAG GRINDING SERVICES INC.
		Rob Ray 565 East Hillsboro Blvd. Deerfield Beach, FL 33441 (P) 954-725-6992 (F) 954-725-6991 rray@ashbritt.com	James Hardiman 11639 Davis Creek Rd East Jacksonville, GL 32256 (P) 904-260-2600 (F) 904-8864422 Hardiman@asplundh.com	Ronald Bergeron Jr. 19612 SW 69th Place Fort Lauderdale, FL 33332 (P) 954-680-6100 (F) 866-757-7656 bthomason@bergeroninc.com	David Preus 6960 Professional Parkway East Sarasota, FL 34240 (P) 800-218-4424 (F) 866-228-5636 gail.hanwom@ceresenv.com	John Ramsay 5435 Business Parkway Theodore, AL 36582 (P) 800-992-6207 (F) 251-459-7433 jramsay@crowdergulf.com	Jerry Brooks 1113 Horseshoe Bend Rd. Dadeville, AL 36853 (P) 256-825-4400 (F) 256-825-4100 donna@taggrinding.com
Possible Point	Evaluation Factors						
20	**Qualifications and References:** Qualifications of the firm, individual, and sub- consultants assigned to the project. Quality of team assigned to project; Identifies the roles and responsibilities of each team member. Educational background, training and certifications; Provides a minimum of five (5) references of agencies or firms that firm has provided the same or similar services; Financial strength of Company. Reputation of firm. Provide the number of staff to be assigned	14.8	9.4	16.2	18.2	14.4	11
35	**Experience and Capability:** Three (3) existing governmental contracts of similar nature and are within a 100 mile radius of Augusta-Richmond County. Location and availability of firm; Experience in Federal Disaster and Mitigation Program. Documented knowledge of numerous FEMA documents. Licensed to do business in the State of Georgia. Meets Emergency Management Program Accreditations. Certified in the National Incident Management System (NIMS	28.8	17	25.6	34	25.6	18
45	**Project Understanding and Methodology:** Demonstrated understanding of the scope of service. Methodology and approach to work (i.e. the scope, quality, and cost of the proposed plan. Demonstrates "how" services will be provided and what support services are required by Augusta-Richmond County; Listing of Equipment, owned, leased sub-contracted.	38.6	22	38.6	43.6	33.6	30
100	**Total Step 1**	82.2	48.4	80.4	95.8	73.6	59
Step Two	**Interviews/Presentations (If required)**						
35	Interviews/Presentations (If required)	33.6		29.8	29.8		
15	Fee Proposal/Cost Data (Total Possible Points - 15) Lowest Fee 15 points Second 12 points Third 9 points Fourth 6 points Fifth 3 points	12		9	15		
50	**Total Step 2**	45.6	0	38.8	44.8	0	0
150	**Cumulative Total** (Step 1 and Step 2)	127.8	48.4	119.2	140.6	73.6	59
	Final Selection **The Evaluation Committee will present their recommendation to the appropriate oversight committee for review and recommendation. The Augusta-Richmond County Board of Commissioners will make the final decision.**	2		3	1		

Augusta
GEORGIA

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for RFP 14-189 Debris Removal Services for The City of Augusta - Fire Department

[Bid/RFP/RFQ Project Number and Project Name]

David A. Preus

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Ceres Environmental Services, Inc.

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) X I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

David A Preus

Signature of Applicant

David A. Preus, Vice President

Printed Name

n/a

***Alien Registration Number for Non-Citizens**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 25th DAY OF November, 2014

Gail M Hanscom

Notary Public

My Commission Expires: 1/31/17

Gail M Hanscom
NOTARY PUBLIC Notary Public
Minnesota
MY COMM. EXP. 01/31/2017

Augusta
GEORGIA

In accordance with the Laws of Georgia, the following affidavit is required by all vendors

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, Brian A. Herbert certify that this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), Apex Veteran Staffing, Inc. has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of Apex Veteran Staffing, Inc. is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

Brian A. Herbert
Signature of Authorized Company Representative

President and CEO
Title

Sworn to and subscribed before me this 21 day of November, 2014

Rita Aly
Notary Signature

Notary Public: RITA ALY (Print Name)

County: GWINNETT

Commission Expires: 8-25-15 **NOTARY SEAL**

RITA Y ALY
NOTARY
Comm. Exp.
GEORGIA
AUG 25, 2015
PUBLIC
GWINNETT COUNTY, GA

Note: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received).

Rev. 7/22/2011

Augusta
GEORGIA

STATE OF GEORGIA - COUNTY OF RICHMOND **BID/RFP/RFQ#** 14-189

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with Ceres Environmental Services, Inc. on behalf of Augusta Richmond County Board of Commissioners has registered with and is participating in a federal work authorization program* [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 ([RCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O. C. G. A 13-10-91.

395474
E-Verify * User Identification Number

Apex Veteran Staffing, Inc.
Company Name

Brian A. Herbert
BY: Authorized Officer or Agent
(Contractor Signature)

President and CEO
Title of Authorized Officer or Agent of Contractor

Brian A. Herbert
Printed Name of Authorized Officer or Agent

Georgia Law requires your company to have an E-Verify*User Identification Number on or after July 1, 2009.

For additional information: **State of Georgia**
http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf
https://e-verify.uscis.gov/enroll/

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

21 DAY OF November 2014

Rita Aly
Notary Public

My Commission Expires:
8-25-15

NOTARY SEAL

RITA Y ALY
NOTARY
Comm. Exp.
GEORGIA
AUG 25, 2015
PUBLIC
GWINNETT COUNTY, GA

Note: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received).

Rev. 7/22/2011

Company ID Number: 69082

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Ceres Environmental Services, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 69082

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

   B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $500 and $1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

Company ID Number: 69082

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Ceres Environmental Services, Inc.

Chad M Coss	
Name (Please type or print)	Title
Electronically Signed	**11/21/2007**
Signature	Date

Department of Homeland Security – Verification Division

Company ID Number: 69082

USCIS Verification Division

Name (Please type or print)	Title
Electronically Signed	**11/21/2007**
Signature	Date

Company ID Number: 69082

INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM

Information relating to your Company:

Company Name: **Ceres Environmental Services, Inc.**

Company Facility Address: **3825 85th Ave**
Brooklyn Park, MN 55443

Company Alternate Address:

County or Parish: **HENNEPIN**

Employer Identification Number: **411816075**

North American Industry Classification Systems Code: **238**

Parent Company:

Number of Employees: **100 to 499**

Number of Sites Verified for: **4**

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- LOUISIANA 1 site(s)
- FLORIDA 1 site(s)
- TEXAS 1 site(s)
- MINNESOTA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Chad M Coss**
Telephone Number: **(763) 425 - 8822 ext. 138**
Fax Number: **(763) 425 - 5636**
E-mail Address: **chad.coss@ceresenvironmental.com**

E-Verify

Company ID Number: 395474

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Apex Veteran Staffing, Inc (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

E-Verify

Company ID Number: 395474

North American Industry Classification Systems Code:	561
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- GEORGIA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Brian A Herbert**		
Telephone Number:	**(404) 492 - 7152 ext. 106**	Fax Number:	**(678) 490 - 2372**
E-mail Address:	**brian@apexstaffingservices.com**		
Name:	**Albert Loftin**		
Telephone Number:	**(404) 492 - 7152 ext. 104**	Fax Number:	**(678) 490 - 2372**
E-mail Address:	**aloftin@apexstaffingservices.com**		

Appendix R: Monitoring Contractor Solicitation and Evaluation

Augusta GEORGIA

Procurement Department

Mrs. Geri Sams, Director

September 15, 2014

To: Chris James, Director Fire Department

Ref: RFP #14-190A Debris Monitoring & Financial Recovery Services

Enclosed is a copy of the submittals received as it relates to the above referenced RFP Item 14-190A. The evaluation committee consisting of the following people will meet to review submittals on Thursday, September 25, 2014 from 2:00 p.m. until 5:00 p.m. in the Procurement Department Conference Room.

Tameka Allen – Interim Administrator
Steve Cassell – Interim Deputy Administrator
Chris James, Director – Fire Department
Mie Lucas – Emergency Management
Abie Ladson, Director – Engineering Department
Donna Williams – Director – Finance Department or designee
Mark Johnson – Director – Environmental Services Department
Representative from Procurement

Attached also is a copy of the RFP specifications, tabulation sheet and a copy of the evaluation sheets. Please review the vendor packages and complete your evaluation sheets prior to the meeting. This will ensure that you will be prepared to discuss your recommendations with the committee. Thank you in advance for your prompt attention to this matter. Please do not hesitate to contact me if there are any questions on this item at (706) 821-2422. Two (2) packages will be delivered to you on Tuesday, September 16, 2014.

Listed below are the tentative dates for presentations for the short listed vendors.
Wednesday, October 15, 2014
Thursday, October 16, 2014

Sincerely,

Geri Sams nw

Geri A. Sams, Director
Procurement Department

GAS/nw

Attachment (as indicated)

cc: All Committee Members

Room 605 - 530 Greene Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811
www.augustaga.gov
Register at www.demandstar.com/supplier for automatic bid notification

Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia

Georgia
Secretary of State
Corporations Divison

Home

TETRA TECH ES, INC. Control Number: 0343480

Main Reports Officers Filing History

Entity Info

Entity Id 220740

Key Indicators

Model Type Corporation
Locale Foreign
Qualifier For-Profit
Business Name TETRA TECH ES, INC.
Registration Date 8/13/2003
Entity Status Active/Compliance
Entity Status Date 4/16/2014
Foreign Name
Date of Organization
State Delaware
Country

Principal Office Address

PRINCIPAL
Line1 3475 E FOOTHILL BLVD
Line2
City Pasadena **State** California **Zip** 91107

Agent

Is non-commercial Registered Agent? No
Name C T CORPORATION SYSTEM

Address

Line1 1201 Peachtree Street, NE
Line2
City Atlanta **State** Georgia **Zip** 30361
Email

Previous Names

Name Changed From	Name Changed To	Surviving Entity Id	Cancelled Entity Id	Effective Date	Due Date	File Number	Actions
				8/13/2003		13995220	View

1 to 1 of 1 rows 15

Georgia
Secretary of State
Corporations Divison

Home

WITT O'BRIEN'S, LLC Control Number: 10051404

Main **Reports** **Officers** **Filing History**

Entity Info

Entity Id 3634773

Key Indicators

Model Type Limited Liability Company
Locale Foreign
Qualifier None

Business Name WITT O'BRIEN'S, LLC
Registration Date 7/15/2010
Entity Status Active/Compliance
Entity Status Date 8/27/2014

Foreign Name
Date of Organization
State Delaware
Country

Principal Office Address

PRINCIPAL
Line1 1501 M STREET, NW 5TH FLOOR
Line2

City Washington **State** District of Columbia **Zip** 20005

Agent

Is non-commercial Registered Agent? Yes
Name National Registered Agents, Inc.

Address

Line1 1201 PEACHTREE STEET NE
Line2 Suite 1240

City ATLANTA **State** Georgia **Zip** 30361

Email CLS-CTAtlantaFulfillment@wolterskluwer.com

Previous Names

Name Changed From	Name Changed To	Surviving Entity Id	Cancelled Entity Id	Effective Date	Due Date	File Number	Actions

No Miscellaneous Filings were found.

15

Augusta GEORGIA

Procurement Department

Mrs. Geri Sams, Director

MAILED

TO: All Bidders
Phyllis Johnson, Quality Assurance Analyst
Chris James, Fire Department

FROM: Geri Sams
Procurement Director

DATE: June 27, 2014

SUBJ: **Clarifications to Specifications**

RFP ITEM: 14-190 Debris Monitoring & Financial Recovery Services for the Fire Department/Emergency Management

NEW RFP OPENING DATE: Friday, August 29, 2014 at 11:00 a.m.

ADDENDUM NO. 1

This Addendum shall form a part of the referenced RFP Item #14-190 and any agreement entered into in connection therewith equally as if bound into the original document. YOU MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM.

1. MANDATORY PRE PROPOSAL/TELEPHONE CONFERENCE:

A **Mandatory Pre Proposal/Telephone Conference** will be held on **Thursday, July 24, 2014 @ 3:00 p.m.** in the Procurement Department, 530 Greene Street, Room 200W, Augusta, GA 30901.

The **call-in telephone number for teleconferencing is 1-888-567-1602 (U.S. & Canada) and 862-255-5346 (International).** Call one of the dial-in numbers **at least five (5) minutes prior to the call.** You will be greeted by an operator and asked for your Name, Company, Fax Number, Mailing Address, and Telephone Number. Handy Hints: If you need assistance during your conference press *0 and an operator will assist you. For the best audio quality during your conference, use a landline phone with a handset or headset. Speakers do not present from mobile or speaker-phones. **Please note that all participants have to be present or call in using the teleconference phone number.**

A fee of $35.00 will be required from Firms participating in the Conference Call. The fee is required to be paid prior to the conference call. If your Firm is interested in participating via Telephone Conference, please submit a company or cashier's check in the amount of $35.00 **made payable to Augusta, Georgia Commission**. Mail your check so that it is received by the Procurement Department no later than Tuesday, July 22, 2014. Checks are to be addressed to Ms. Geri Sams, Procurement Department, (RE: RFP 14-190 Telephone Conference), 530 Greene Street, Room 605, Augusta, GA 30901. (Note: On the day of the Conference Call, if your company calls in from more than one telephone number, an addition fee of $35.00 will be billed to the company. No personal checks will be accepted).

2. LAST DAY FOR QUESTIONS: The last day for questions has been changed:

From: Friday, July 25, 2014 @ 5:00 p.m.
To: Monday, August 4, 2014 @ 5:00 p.m.

3. RFP DUE DATE: The RFP due date has been changed:

From: Friday, August 15, 2014 @ 11:00 a.m.
To: Friday, August 29, 2014 @ 11:00 a.m.

Please acknowledge addendum in your submittal

END ADDENDUM

Room 605 - 530 Greene Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811
www.augustaga.gov
Register at www.demandstar.com/supplier for automatic bid notification

Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia

Augusta GEORGIA

Procurement Department

Mrs. Geri Sams, Director

MAILED

TO: All Bidders
Phyllis Johnson, Quality Assurance Analyst
Chris James, Fire Department

FROM: Geri Sams GASams
Procurement Director

DATE: July 3, 2014

SUBJ: **Clarifications to Specifications**

RFP ITEM: 14-190 Debris Monitoring & Financial Recovering Services for the Fire Department/Emergency Management

RFP OPENING DATE: Friday, August 29, 2014 at 11:00 a.m.

ADDENDUM NO. 2

This Addendum shall form a part of the referenced RFP Item #14-190 and any agreement entered into in connection therewith equally as if bound into the original document. YOU MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM.

1. **Please complete and submit Attachment K with your submittal that has been included as a part of Addendum 2.**
2. **On page 17 of 41 within section 3.1 replace with the following language:**

3.1 DESCRIPTION AND OBJECTIVES:

Augusta-Richmond County is seeking proposals from qualified contractors for Debris Monitoring & Financial Recovering Services for a period of three (3) years with a possible three (3) subsequent one (1) year renewals. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to Augusta-Richmond County.

NOTE:
The following minimum bonding requirements, in accordance with 44 CFR Part 13.36(h):
- A bid guarantee from each bidder equivalent to five percent of the bid price;
- A performance bond on the part of the contractor for 100 percent of the contract price;

and
- A payment bond on the part of the contractor for 100 percent of the contract price.

Augusta-Richmond County will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Augusta-Richmond County may reject in whole or in part for good cause when in the best interest of Augusta-Richmond County.

Please acknowledge addendum in your submittal

END ADDENDUM

Room 605 - 530 Greene Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811
www.augustaga.gov
Register at www.demandstar.com/supplier for automatic bid notification

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ATTACHMENT K
COMPLIANCE WITH 2 CFR 215-44

Positive efforts shall be made by vendors to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Augusta-Richmond County (ARC) shall consider ALL the factors listed prior to a contract being award. Please include in your submittal examples of past experience in complying with **2 CFR 215-44 on similar projects** and your company's plan in showing its positive effort to be in compliance for a possible contract with ARC. No contract will be considered or awarded if vendor(s) are found to be not in compliance with this or any part of this RFP.

My company has identified within it submittal its plan to comply with 2 CFR 215-44 addressing but not limited to the following:

	Yes or No
1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.	
(2) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises (Holding workshops, work with Augusta-Richmond County's departments to ensure compliance).	
(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.	
(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.	
(5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.	
(6) Positive efforts in the utilization of labor surplus firms.	

A contract shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.

SIGNATURE: _____ DATE: _____

TITLE: _____

FIRM: _____

Augusta GEORGIA

Procurement Department

Mrs. Geri Sams, Director

MAILED/FAXED

TO: All Bidders
Phyllis Johnson, Quality Assurance Analyst
Chris James, Fire Department

FROM: Geri Sams
Procurement Director

DATE: July 29, 2014

SUBJ: **Sign-In Sheets**

RFP ITEM: 14-190 Debris Monitoring & Financial Recovery Services for the Fire Department/Emergency Management

RFP OPENING DATE: Friday, August 29, 2014 at 11:00 a.m.

ADDENDUM NO. 3

This Addendum shall form a part of the referenced RFP Item #14-190 and any agreement entered into in connection therewith equally as if bound into the original document. YOU MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM.

Sign-In Sheets:

The Mandatory Pre-Proposal/Telephone Sign Sheets are attached.

Please acknowledge addendum in your submittal
END ADDENDUM

Room 605 - 530 Greene Street, Augusta Georgia 30901
(706) 821-2422 - Fax (706) 821-2811
www.augustaga.gov
Register at www.demandstar.com/supplier for automatic bid notification

Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia

Mandatory Pre-Proposal/Telephone Conference
RFP Item #14-190
Debris Monitoring & Financial Recovering Services
For Augusta, Georgia – Fire Department/Emergency Management
Thursday, July 24, 2014 at 3:00 p.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Kevan Parker	Witt| O'Briens	818 Town & Country Blvd Suite 200 Houston, Tx 77024	1-281-606-4758 850 260 2884	—	Prime
2. Jeffrey Westbrook	Hydrostructures	1725 12th Street Cayce SC 29033	678 cell 327-8493	803-563-5244	Sub
3. Phyllis Johnson	Procurement		706 821-2885	706 821-2811	
4. Nancy Williams	Procurement		706 821-2355	706 821-2811	
5. Lynn Gendy	DBE		706 821-2404		
6. Christopher E. James	AFD/EMA	3117 Deans Bridge Road Augusta GA, 30906	706 821-4230	706 821-1647	
7. Mike Lucas	AFD|EMA	3117 Deans Bridge Rd. Augusta, GA 30906	706 821-1157	706 821-1647	
8. Donna Williams	ARC Finance		706 821-2338	706-821-2855	
9. Sheila Paulk	Procurement		706 821-2422	706 821-2811	
10. Steve Cassell	Augusta		706 821-2400		
11. Abie Ladson	AED		706-796 5069	706-796 5045	
12.					

Request for Proposal (RFP) 14-190 Debris Monitoring & Financial Recovery Services
July 24, 2014 3:00pm
Generated by J. Barbosa

NAME	COMPANY	PHONE #	FAX #	STREET ADDRES	CITY, STATE, ZIP
Anne Cabrera	Leidos	(954) 559-4951	(321) 441-8501	2301 Lucien Way Suite 120	Maitland FL, 32751
Robert Vicickery	Luster National	(770) 952-5899	(770) 783-6889	1581 Phoenix Blvd Suite 10	Atlanta GA, 30349

Geri Sams **SPEAKER**

Augusta GEORGIA

Procurement Department

Mrs. Geri Sams, Director

MAILED & FAXED

TO: All Bidders
Phyllis Johnson, Quality Assurance Analyst
Chris James, Fire Department

FROM: Geri Sams
Procurement Director

DATE: August 14, 2014

SUBJ: **Clarifications to Specifications and Responses to Vendor's Questions**

RFP ITEM: 14-190 Debris Monitoring & Financial Recovery Services for the Fire Department/Emergency Management

RFP OPENING DATE: Friday, August 29, 2014 at 11:00 a.m.

ADDENDUM NO. 4

This Addendum shall form a part of the referenced RFP Item #14-190 and any agreement entered into in connection therewith equally as if bound into the original document. YOU MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM.

Clarifications to the Specifications:

1. **On page 20 of 41 within section 4.4.2 replace A. with the following language:**

a. Provide a description and history of the firm focusing on previous governmental disaster debris monitoring experience. Submitting firms must have performed a minimum of five (5) projects over five hundred thousand (500,000) cubic yards of debris during the past ten (10) years. Corporate experience with local governments as a prime contractor will be considered. Individual experience with firms other than the submitting firm will not be considered.

2. **On page 20 of 41 within section 4.4.2 replace C. with the following language:**

c. Provide at least five (5) references (five hundred thousand (500,000) cubic yards or more) for which the firm has performed services within the last ten (10) years that are similar to the requirements in the Scope and Classification. Provide the reference contact name, address, email address, telephone numbers and date of the contract.

3. **On page 24 of 41 within section 5.1 replace the first paragraph with the following language:**

Augusta-Richmond County requires disaster debris management, financial recovery, and consulting services to support the oversight and management of debris removal contractors. The Contractor should be capable of providing a range of related services including but not limited to damage assessment, environmental assessment/permitting, emergency planning and response, field monitoring, infrastructure restoration, and other services as needed and ordered by Augusta-Richmond County.

4. **<u>On page 27 of 41 within section 5.5 replace A. the following language:</u>**

   Review of current debris management plan-provide revisions of the plan to Augusta-Richmond County at no cost. Review will be provided to Emergency Management for approval by all plan stakeholders and the Augusta Commission.

<u>Responses to Vendor's Questions</u>

1. In Section 5.1, pg. 24 of 41, "...Consultant will provide a disaster debris management plan to Augusta-Richmond County (at no cost)..." This appears to conflict with Section 5.5, pg. 27 of 41, Item a., "Review of current debris management plan-provide revisions on the plan to Augusta-Richmond County; train staff as needed." which is included in the list of billable services that the vendor must be capable of providing. Please clarify:

   1) if there is a different intent on these two scope statements and if so, what is the intent, and

   2) whether Augusta-Richmond County has a disaster debris management plan, and if not, provide potential proposers details regarding: will the services be billable or non-billable, due date of services, level of detail and content required, and review and approval process.

Answer: Please see the clarifications stated above.

2. Is a 3-ring binder acceptable for the binding format of the proposal?
Answer: Yes.

3. In Attachment A, pricing proposal form, pg. 32 of 41, there is a total column. How is it to be used?
Answer: Please use the revised Attachment "A" Section attached to this addendum.

4. In Addendum 2, item 2, replacement text, we have the following questions. Please note that text provided in Addendum 2 appears to conflict with notes on page 7 of 41.
Answer: Please follow the note in Addendum 2 with the exception of the bid guarantee. Replace with A Bid Bond is not required as this is for "as needed" services.

5. Bid guarantee required is to be 5% of bid price. How will bid price be calculated? Page 7 of RFP says a bid bond is not needed.
Answer: A Bid Bond is not required as this is for "as needed" services. Performance and payment bonds (100%) will be required upon the activation of the contract following a disaster. The awarded Contractor shall submit performance and payment bonds as specified in the Request for Proposal.

6. Performance bond and payment bond of contractor (firm that is awarded contract) for 100% of contract price. What will be contract price? Are these required upon activation or selection?
Answer: Contract price will be negotiated between Augusta, Georgia and the awarded vendor. Performance and payment bonds (100%) will be required upon the activation of the contract following a disaster.

7. In Section 4.2, pg. 21 of 41, a statement of disclosure is to be provided. What is the statement? Should it be all text provided in 4.2.1 on pg. 22 of 42?
Answer: You need to include a statement if you have any possible conflicts of interest.

8. On page 18, Section 3.7 - Format Responses, the RFP states "To assure a uniform review process and obtain the maximum degree of comparability, each proposal shall include the following content and shall be presented in the following order" and includes a list of items letters A-H. On page 20, Section 4.1 - Proposal Format and Content, the RFP provides a list of section names and descriptions. This doesn't match what is featured on page 18. Can the City please clarify which format they would like our proposal to be in?
Answer: The correct format is stated on page 20-21, Section 4.1-Proposal Format and Content thru 4.4.7 Appendices.

9. On page 20 of the RFP, Section 4.1 – Proposal Format and Content states "The proposal should not exceed 30 pages in length, excluding the RFP and appendices, if any." Does the 30 page limit include resumes, financial statements, and/or required forms? Should these items be included as appendices?
Answer: The 30 page limit is reserved to the information requested in the RFP. Which does not include information such as resumes, cover letters, financial statements, procurement forms and any other pertinent information necessary to furnish a responsive submittal?

10. On page 23 of the RFP in the initial reference to the price proposal it states "The Price Proposal shall be based upon and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the Project, including all direct costs and expenses, and shall also include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs; insurance costs; cost of equipment, material, tools and transportation; and operating cost." which sounds like fully burdened rates. However, later on the actual cost proposal page (attachment A, p. 32) it says, "The hourly labor rates shall include all applicable overhead and profit. Lodging, meals and incidentals will be billed at the most current GSA per diem rate for the area. Mileage will be reimbursed at the most recent IRS published rate. All other direct project expenses will be reimbursed at cost without mark-up." which sounds like our standard travel expenses could be billed. Will the rates be fully burdened or will we be able to bill expenses at cost without markup?
Answer: All hourly labor rates are fully burdened to include personnel costs, lodging, per diem, airfares, car rentals, and other travel related expenses.

11. How will the total cost be determined to award the 15 points to the lowest price vendor? Is the intent to total all requested hourly rates, or will there be estimated hours so that rates can be calculated based on their actual ratio of use in a typical event? Also how will additional rates be considered in the price comparison? The positions stated are only for debris monitoring so additional positions will have to be added by all firms to fulfill the requirement for consultants for ongoing financial recovery services, but firms will likely submit under various positions titles not allowing for an apples to apples comparison of these rates. How will additional positions be factored into the total cost calculation?
Answer: This is a "requirements" based contract and no minimum amount of hours/work is guaranteed or implied. Points will be assessed based on hourly rates calculated based on their actual use in a typical event.

12. Revised copy of Attachment K.

.

Please acknowledge addendum in your submittal
END ADDENDUM

ATTACHMENTS: **REVISED ATTACHMENT A (2 PAGES)**
REVISED ATTACHMENT K (1 PAGE)

5. **On page 32 of 41 replace Attachment A with the following Pricing Proposal:**

REVISED ADDENDUM 4

ATTACHMENT A

PRICING PROPOSAL FORM

Note: Where overtime is authorized in writing by Augusta-Richmond County, the rate will be billed at the hourly rate multiplied by 1.5, which is not be included in any rate listed below.
All hourly labor rates are fully burdened to include personnel costs, lodging, per diem, airfares, car rentals, and other travel related expenses.

DEBRIS MONITORING POSITIONS

POSITION	HOURLY RATES	HOURS*	TOTAL
Project Manager	$	250	$
Operations Managers	$	350	$
FEMA Coordinator	$	20	$
Scheduler/Expeditors	$	100	$
Truck Certifier	$	100	$
Field Supervisor	$	750	$
Environmental Specialist	$	50	$
GIS Specialist/Computer Analyst	$	25	$
Billing/Invoice Analyst	$	60	$
Load Ticket Data Entry Clerks (QA/QC)	$	2200	$
Data Manager	$	40	$
Debris Site/Tower Monitor	$	1750	$
Field Monitors	$	7850	$
Administrative Assistant	$	150	$
Residential Drop-off Monitors	$	3000	$

GRANTS MANAGEMENT CONSULTING

POSITION	HOURLY RATES
Senior Grant Management Consultant	$
Grant Management Consultant	$
Administrative Assistant	$

EMERGENCY MANAGEMENT CONSULTING

POSITION	HOURLY RATES
Senior Planner	$
Planner	$

ADDITIONAL POSITIONS

The Proposer may include other positions, with hourly rates and attach job descriptions for each position.

POSITION	HOURLY RATES	HOURS*	TOTAL
	$		$
	$		$
	$		$
	$		$
	$		$
	$		$
	$		$
	$		$
	$		$
	$		$

*These hours are not intended to represent the actual contract amount, but are an estimated representation of a typical event. This is a "requirements" based contract and no minimum amount of hours/work is guaranteed or implied.

REVISED ADDENDUM 4

ATTACHMENT K

COMPLIANCE WITH 44 CFR 13.36

Positive efforts shall be made by vendors to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Augusta-Richmond County (ARC) shall consider ALL the factors listed prior to a contract being award. Please include in your submittal examples of past experience in complying with **44 CFR 13.36 on similar projects** and your company's plan in showing its positive effort to be in compliance for a possible contract with ARC. No contract will be considered or awarded if vendor(s) are found to be not in compliance with this or any part of this RFP.

My company has identified within it submittal its plan to comply with 44 CFR 13.36 addressing but not limited to the following:

	Yes or No
1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.	
(2) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises (Holding workshops, work with Augusta-Richmond County's departments to ensure compliance).	
(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.	
(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.	
(5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.	
(6) Positive efforts in the utilization of labor surplus firms	

A contract shall be made only with responsible a contractor who possesses the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.

SIGNATURE: _____ DATE: _____

TITLE: _____

FIRM: _____

Augusta
GEORGIA

This is a Federally Funded Program for Debris Removal Services which will adhere to all guidelines and procedures relating to FEMA regulation 44 C.F.R. § 13.36.

Request for Proposals

RFP Item #14-190A

Debris Monitoring & Financial Recovery Services

for

Augusta, Georgia – Fire Department/Emergency Management

RFP Due: Friday, September 12, 2014 @ 11:00 A.M.

Augusta, Georgia does not have a race or gender conscious Disadvantaged Business Enterprise (DBE) program for projects having Augusta, Georgia as the source of funding. Augusta does enforce mandatory DBE requirements of federal and state agencies on contracts funded by such agencies and has a DBE Program to comply with U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and other federal and state mandated DBE requirements for certain DOT, FTA, FAA, and other federal and state assisted contracts as required by 49 C.F.R. Part 26, et. seq. and/or 49 C.F.R. Part 23, et. seq. This DBE program is only for DOT, FTA and FAA assisted contracts and other federal or state funded contracts having mandatory DBE requirements. (See Article 13 of the Augusta, GA Code.)

Augusta, Georgia prohibits any language in any solicitation, bid or contract that is inconsistent with the July 21, 2011 Court Order in the case, Thompson Wrecking, Inc. v. Augusta Georgia, civil action No. 1:07-CV-019. Any such language appearing in any Augusta, Georgia solicitation, bid or contract is void and unenforceable.

A copy of this Order can be reviewed at www.augustaga.gov home page.

One Original and seven (7) copies of RFP shall be submitted in response to this Request for Proposal

Thanks for doing business with us . . .

Geri A. Sams, Procurement Director
530 Greene Street, Room 605
Augusta, Georgia 30901

Rev. 2/05/2013

Augusta
GEORGIA

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Augusta
GEORGIA

AUGUSTA, GEORGIA
OFFICE OF THE PROCUREMENT DIRECTOR
530 GREENE STREET, SUITE 605
AUGUSTA, GEORGIA 30901
(706) 821-2422
www.augustaga.gov

DATE: June 23, 2014 **RFP NO. 14-190A**

SUBJECT: Information Regarding the Consent Order and Judgment Approving Settlement and Modifying Injunction

Please be advised that Augusta, Georgia is under a consent order and judgment approving settlement and modifying injunction. The below excerpt is from the Consent Order dated July 21, 2011 as stated by:

The Honorable B. Avant Edenfield, Judge, United States District Judge, Southern District of Georgia

Consent Order and Judgment Approving Settlement and Modifying Injunction

It appearing to the Court that the parties Plaintiff Thompson Building Wrecking Company, Inc. and Defendant Augusta, Georgia have reached a settlement of the remaining issues pending in this Court, the same is hereby approved. Pursuant to such settlement, and for good cause shown, the preliminary injunction entered by this Court on March 14, 2007, made permanent by the Court on November 13, 2007, shall be and is hereby vacated, and replaced with the following injunction:

Augusta, Georgia is hereby ENJOINED from evaluating or awarding bids or other contracts on the basis of the bidder's status as a Disadvantaged Business Enterprises ("DBE") or Minority Business Enterprises ("MBE") (or any other entity that qualifies as a DBE or MBE based on the racial composition of its ownership).

This prohibition does not apply to DBE or MBE requirements imposed by state or federal laws, regulations, agencies, or grant agreements.

This prohibition also does not bar Augusta from enacting a prospective, narrowly tailored DBE or MBE program or policy as permitted under rulings of the United States Supreme Court.

Augusta shall be free to conduct such studies as may be necessary to support a future DBE or MBE program or policy that complies with the above exceptions. Before Augusta may enact such a program or policy it must notify electronically or by U.S. mail all businesses on the then-current vendor list and constructively notify the public via a reasonably visible hyperlink on its homepage entitled "Proposed Legislation Enacting Disadvantaged Business Enterprise or Minority Business Enterprise Program." On this vendor list, Augusta must maintain the contact information provided by any businesses or individuals who have expressed an interest in contracting with Augusta, by registering their business information with the Department of Procurement, for 36-months. The notice on Augusta's website must include the text of its intended legislation and the related Disparity Study. Before Augusta may enact such a program or policy it must also provide the public an opportunity to be heard at an open

meeting of the Augusta, Georgia Commission, to take place no sooner than thirty days after the vendor list notification has taken place. Augusta may rely upon the contact information that interested parties supplied the city when they registered with the Department of Procurement in providing electronic or mailed notice.

Augusta shall, within 3 days of the date of this Order, post a copy of this Order, and the Court's March 14, 2007 Order, in portable document format ('PDF") on Augusta's homepage via a reasonably visible hyperlink entitled "Court Order Enjoining Local DBE Program."

This injunction is binding upon Augusta's officers, agents, servants, employees, and attorneys, and upon those persons in active concert or participation with it who receive actual notice of this injunction by personal service or otherwise. ***See*** Fed. R. Civ. P. ***65(d).*** **This 21 day of July, 2011**

You may review this Order in its entirety at www.augustaga.gov homepage or click on departments go to the Procurement Department; go to Quick Link; click on hyperlink entitled "Court Order Enjoining Local DBE Program"; click on either **Court Order Enjoining Local DBE Program (7/21/2011)** or **Court Order Enjoining Local DBE Program (2007)**.

In addition, this letter extends to your Firm an invitation to submit a Bid/RFP/RFQ to supply the Augusta, Georgia with equipment, supplies, and/or services as indicated above. Instructions for preparation and submission of a Bid/RFP/RFQ are contained in the attached packet. Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, Augusta, Georgia will issue a written addendum to document all approved changes.

Doing business with Augusta has become easier! The **ARCBid** link, which is located on the Procurement Department's website at www.augustaga.gov, enables you to view current and past public bid information online. Should you have any questions concerning the bid documents, or need additional information, you may contact a member of the Bid and Contract Team directly @ 706 821-2422. A request for bid documents **must be faxed to 706 821-2811 or emailed to procbidandcontract@augustaga.gov**.

Your continued interest in doing business with us is appreciated.

Sincerely yours,

Geri Sams
Geri A. Sams
Procurement Director

Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia Procurement Department website.

Request for Proposal

Request for Proposals will be received at this office until Friday, September 12, 2014 @ 11:00 a.m. for furnishing:

RFP Item #14-190A Debris Monitoring Services for Fire Department/ Emergency Management

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
530 Greene Street - Room 605
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARCbid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901.

No RFP may be withdrawn for a period of 90 days after time has been called on the date of opening.

Request for proposals (RFP) and specifications. An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director. All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

GERI A. SAMS, Procurement Director

Revised: 8/15/2011

INTRODUCTION

The Augusta-Richmond Board of Commissioners is issuing this Request for Proposal (RFP) to seek the professional services from qualified contractors for debris management, financial recovery, and consulting services to support the oversight and management of debris recovery contractors.

Federal Emergency Management Agency (FEMA) guidelines stipulate that for Augusta-Richmond County to be able to receive assistance for disaster debris removal from public access roads, right-of-ways (ROWs), and public property, Augusta-Richmond County must implement a debris removal monitoring service. This service is provided by independent contractors that are selected by Augusta-Richmond County to provide this service. Monitoring of debris removal and disposal contractor activities is a critical component in successful debris operations and in the justification and documentation of any application for FEMA Public Assistance funding. The responsibility of these contractors will be to deploy trained debris monitors to observe and document debris removal contractor activities.

The Contractor should be able to provide a range of related services including damage assessment, monitoring, training, emergency planning, infrastructure restoration, and other services as needed and requested by Augusta-Richmond County. Other services may include facilitating communication with the Georgia Emergency Management Agency (GEMA), FEMA and other state and federal agencies during the recovery and reimbursement process. The Contractor may be requested for assistance in pre-event planning, and post-event reconstruction, grant funding, and reimbursement services. Augusta-Richmond County intends to award a pre-event contract for an initial period of three (3) years with a possible three (3) subsequent one (1) year renewals.

The awarded vendor(s) should be prepared to render the same services and costs outlined in their response to this RFP to the unincorporated and incorporated areas of Augusta-Richmond County.

NOTE:

1. No contract or retainer will result from a submitted Proposal unless a situation develops that requires these services.
2. A Bid Bond is not required as this is for "as needed" services.
3. Performance and payment bonds (100%) will be required upon the activation this contract following a disaster. The awarded Contractor shall submit performance and payment bonds as specified in this Request for Proposal.
4. Award will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
5. Competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' **qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation.** The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
6. Cost is always subject to reasonableness (44 CFR 13.24)
7. The Monitoring Contractor will be very familiar with and assist the owner with the implementation of FEMA Guideline to include but not limited to 44 CFR, §13.36 (b-(f) throughout the contractual period, when activated.
8. General Debris Monitor Qualifications:
    a. Applicant debris monitors should have a complete understanding of their responsibilities and:
    b. Fully understand their responsibilities in accordance with the terms of the debris removal contract and other specific guidance provided by the applicant
    c. Possess the capability to estimate debris quantities accurately and objectively

d. Understand all phases of debris management operations, including loading sites, DMSs, and final disposition locations
e. Be able to differentiate between debris types
f. Be able to fill out load tickets properly
g. Understand site safety procedures
h. Communicate effectively and efficiently
i. Possess previous construction site experience (preferred)
j. Have general knowledge pertaining to the operation of large construction machinery (preferred)

9. Applicant MUST be very knowable of FEMA's entire "Categories of Work" Category 'A" – "G" for the County to receive maximum consideration for reimbursement under all categories of work as outlined under FEMA's Guidelines.

SECTION I

INSTRUCTIONS TO VENDORS

1.1 PURPOSE:

The purpose of this document is to provide general and specific information for use in submitting a proposal to supply Augusta-Richmond County with services as described herein. All proposals are governed by the Code of Augusta-Richmond County, the laws of the State of Georgia and Federal Emergency Management Agency (FEMA). Any contract and/or agreement and any addendums that result from this RFP shall be governed by the laws of Georgia, with venue in Augusta-Richmond County.

1.2 HOW TO SUBMIT PROPOSALS:

All proposals shall be:

A. Request for Proposals will be received at this office until Friday, September 12, 2014 @ 11:00 a.m. for furnishing: **RFP Item #14-190A - Debris Monitoring & Financial Recovery Services for Fire Department/ Emergency Management.**

B. Mailed or delivered in sufficient time to ensure receipt by the Procurement Department on or before the time and date specified above.

Hand Delivery and Mailing Address:
Geri A. Sams, Procurement Director
Procurement Department
530 Greene Street – 605
Augusta, Georgia 30901

C. Number of copies required: One (1) original and seven (7) copies of RFP shall be submitted in response to this Request for Proposal.

D. Submitted in sealed opaque package (envelope or box as necessary), plainly marked with the RFP number, title, date, time of submission, and company name.

E. Addendum are mailed and placed **on** the Augusta-Richmond Procurement website (ARCBid) to assist vendor's in their submission to RFP 14-190A.

PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.

1.3 HOW TO SUBMIT AN OBJECTION: (Sec. 1-10-81-Augusta, Georgia Code) Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director. Protests shall be made in writing to the Procurement Director and shall be filed in within five (5) business days after the protestor knows or should have known of the facts giving rise thereto. A protest is considered filed when received by the Procurement Department. **Protests filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.**

(b) *Subject of Protest*. Protestors may file a protest on any phase of solicitation or award including but not limited to specifications preparation, bid solicitation, award, or disclosure of information marked confidential in the bid or offer.

(c) To expedite handling of protests, the written protest shall include as a minimum the following:

(1) the name and address of the protestor;

(2) appropriate identification of the procurement, and, if a contract has been awarded, its number;

(3) a statement of reasons for the protest; and

(4) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

1.4 ERRORS IN PROPOSALS:

Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Vendor's own risk.

1.5 STANDARDS FOR ACCEPTANCE OF VENDORS FOR CONTRACT AWARD:

Augusta-Richmond County reserves the right to reject any or all proposals and to waive any irregularities or technicalities in proposals received whenever such rejection or waiver is in the best interest of Augusta-Richmond County. Augusta-Richmond County reserves the right to reject the offer of a Vendor who has previously failed to perform properly or complete on time contracts of a similar nature, or an offer from a Vendor whom investigation shows is not in a position to perform the contract.

1.6 VENDOR:

Whenever the term "vendor" is used it shall encompass the "person," "business," "firm," or other party submitting a proposal to Augusta-Richmond County in such capacity before a contract has been entered into between such party and Augusta-Richmond County.

1.7 COMPLIANCE WITH LAWS:

The Vendor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State or County statute, ordinances and rules during the performance of any contract between the Vendor and Augusta-Richmond County. Any such requirement specifically set forth in any contract document between the Vendor and Augusta-Richmond County shall be supplementary to this section and not in substitution thereof.

1.8 COUNTY:

Whenever the term "County" or "Owner" is used it is to refer to the Augusta-Richmond Board of Commissioners.

1.9 DEBARRED FIRMS AND PENDING LITIGATION:

Any potential Vendor/firm listed on the Federal or State of Georgia Parties Listing (barred from doing business) **will not** be considered for contract award. Vendors **shall disclose** any record of pending criminal violations (indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years.

Proposals will not be accepted from any company, firm, person, party or parent subsidiary, against which Augusta-Richmond County has an outstanding claim, or financial dispute relating to prior contract performance. If Augusta-Richmond County, at any time, discovers such a dispute during any point of evaluation, the proposal will not be considered further. Any Vendor/firm previously defaulting or terminating a contract with Augusta-Richmond County will not be considered

Vendor acknowledges that in performing contract work for Augusta-Richmond County, Vendor shall not utilize any firms that have been a party to any of the above actions. If Vendor has engaged any firm to work on this contract or project that is later debarred, Vendor shall sever its relationship with the firm with respect to Augusta-Richmond County's contract.

**All Vendors are to read and complete the Vendors certification regarding debarment, suspension, ineligibility, and voluntary exclusion enclosed as Attachment D to be returned with response. Failure to do so may result in your proposal being rejected as non-responsive.

1.10 IMMIGRATION:

On 1 July 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at: http://www.dol.state.ga.us/spotlight/employment/rules. You may go to http://www.uscis.gov to find the E-Verify information.

** All Vendors are to read and complete the E-Verify affidavit enclosed as Attachment E to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive

1.11 PROTECTION OF RESIDENT WORKERS:

Augusta-Richmond Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

SECTION II
GENERAL CONDITIONS

2.1 SPECIFICATIONS:

Any obvious error or omission in specifications shall not inure to the benefit of the Proponent/Vendor but shall put the Proponent/Vendor on notice to inquire of or identify the same from Augusta-Richmond County. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, American Society for Testing and Materials (A.S.T.M.) regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications. Some specifications are made from actual samples or prior use.

2.2 GEORGIA OPEN RECORDS ACT:

The responses will become part of Augusta-Richmond County's official files without any obligation on Augusta-Richmond County's part. Ownership of all data, materials, and documentation prepared for and submitted to Augusta-Richmond County in response to a solicitation, regardless of type, shall belong exclusively to Augusta-Richmond County and will be considered a record prepared, maintained or received in the course of operations of public office or agency and is subject to public inspection in accordance with the *Georgia Open Records Act. Official Code of Georgia Annotated, Section 50-18-070, et.Seq.* unless otherwise provided by law. The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with Augusta-Richmond County. This applies to those specific contracts currently in effect and those which have been completed or closed up to three (3) years following completion.

2.3 GEORGIA TRADE SECRET ACT OF 1990:

In the event that a Vendor submits secret information to Augusta-Richmond County, the information must be clearly labeled as a "Trade Secret". Augusta-Richmond County will maintain the confidentiality of such trade secrets to the extent provided by law.

2.4 OFFERS TO BE FIRM:

The Vendor **warrants** that terms and conditions quoted in his offer will be firm for acceptance for a period of ninety (90) days from the date of proposal submittal. Fees quoted must also be firm for a ninety (90) day period.

2.5 COMPLETENESS:

All information required by the request for proposal must be completed and submitted to constitute a proper proposal. Augusta-Richmond County shall have sole discretion in evaluating qualifications and responses of Vendors. Vendor acknowledges that in performing a contract for the Board, Vendor shall not utilize any firms that have been a party to any of the actions listed in paragraph **1.9**. If Vendor has engaged any firm to work on this contract or project that is later debarred, Vendor shall sever its relationship with that firm with respect to the Board's contract.

2.6 MULTIPLE PROPOSALS:

No Vendor will be allowed to submit more than one offer. Any alternate proposals must be brought to the Procurement Director's attention during the Pre-proposal Conference if one is scheduled.

2.7 PATENT IDEMNITY:

Except as otherwise provided, the successful Vendor agrees to indemnify Augusta-Richmond County and its officers, agents and employees against liability.

2.8 QUALIFICATION OF BUSINESS (RESPONSIBLE VENDOR):

A responsible Vendor is defined as one who meets all requirements of the RFP. Augusta-Richmond County has the right to require any or all Vendors to submit documentation of their ability to perform, provide or carry out the service as requested herein and to disqualify the proposal of any Vendor as being unresponsive or RFP No.14-190A Disaster Debris Monitoring & Financial Recovery Services un-responsible whenever such Vendor cannot.

2.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

By submission of this proposal, the Vendor certifies, and in the case of a joint proposal each party thereto as to its own organization, that in connection with this procurement:

A. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor;

B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly to any other competitor; and;

C. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose or restricting competition.

2.10 AWARD OF CONTRACT:

The contract, if awarded, will be awarded to the responsible Vendor whose proposal will be most advantageous to Augusta-Richmond County, price and other factors considered. The Board of Commissioners will make the determination as to which proposal best serves the interests of Augusta-Richmond County. ***Appeal of an award can only be made after the Board of Commissioners award a contract.***

2.11 TERM OF THE CONTRACT:

A. The initial term of the contract will be for three (3) years with a possible three (3) subsequent one (1) year renewals upon mutual written agreement.
B. Unless otherwise directed by the Augusta-Richmond Board of Commissioners
C. Unless budgeted funds are not appropriated for said term

NOTE:
No contract or retainer will result from a submitted Proposal unless a situation develops that requires these services.

2.12 INSURANCE PROVISIONS:

The selected Vendor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's fee proposal. **Contract work will not proceed unless Augusta-Richmond County has in their possession, a current Certificate of Insurance. Augusta-Richmond County invokes the defense of sovereign immunity. Augusta-Richmond County is not to be included as an additional insured on insurance contracts.**

A. General Information that shall appear on a Certificate of Insurance:

a. Name of Producer (contractor's insurance Broker/Agent).

b. Companies affording coverage (there may be several).

c. Name and address of the Insured (this should be the Company or Parent of the firm Augusta-Richmond County is contracting with).

d. A Summary of all current insurance for the insured (includes effective dates of coverage).

e. A brief description of the operations to be performed, the specific job to be performed, or contract number.

f. Certificate Holder **(This is to always include Augusta-Richmond County).**

G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Augusta-Richmond County Board of Commissioners.

H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, Augusta-Richmond County. At the option of Augusta-Richmond County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to Augusta-Richmond County, its officials, officers, employees, and volunteers; or the Vendor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.

2.13 INDEMNIFICATION:

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Augusta-Richmond County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Augusta-Richmond County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Augusta-Richmond County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

2.14 INTERPRETING SPECIFICATION:

The specifications or scope of services contained herein are intended to be descriptive rather than restrictive. Augusta-Richmond County is soliciting a proposal to provide a complete product or service package which meets all requirements. Changes in the scope of services, specifications, or terms and conditions of the RFP will be made in writing by Augusta-Richmond County. Results of informal meetings between a potential Vendor and a County official or employee may not be used as a basis for deviations from the requirements contained in this solicitation.

2.15 SIGNED RESPONSE CONSIDERED AN OFFER:

The signed Response shall be considered an offer on the part of the Vendor, which offer shall be deemed accepted upon approval by the Augusta-Richmond County Board of Commissioners, or their designee. In case of a default on the part of the Vendor after such acceptance, Augusta-Richmond County may take such action as it deems appropriate, including legal action for damages or lack of required performance.

2.16 PAYMENT TO CONTRACTORS:

The contractor will submit a weekly invoice to Augusta-Richmond County Finance Department with copies to Augusta-Richmond County's EMA Director.

A. Questions regarding payment may be directed to the Augusta-Richmond County Finance Department, at (706) 821-2334.

B. Augusta-Richmond County is a tax exempt entity. Every contractor, vendor, business or person under contract with Augusta-Richmond County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Augusta-Richmond County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

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2.17 VENDOR DEFAULT:

In case of Vendor default, Augusta-Richmond County will provide a letter of official notice of non-performance. If the issue(s) are not remedied 30 days from receipt of said notice, Augusta-Richmond County reserves the right to procure services from other sources.

The undersigned Vendor certifies that he/she has carefully read the preceding list of instructions and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her proposal are in accordance with all documents contained in this request for proposal package, and that any exception taken thereto may disqualify his/her proposal.

This is to certify that I, the undersigned Vendor, have read the instructions to Vendor and agree to be bound by the provisions of the same.

This _____day of_____20 _____.

BY: _____
SIGNATURE

_____
PRINTED NAME AND TITLE

_____
COMPANY

_____
ADDRESS

_____

_____
PHONE

Email Address _____

SECTION III
REQUEST FOR PROPOSAL

3.1 DESCRIPTION AND OBJECTIVES:

Augusta-Richmond County is seeking proposals from qualified contractors for Debris Management and Financial Recovery Services for a period of three (3) years with a possible three (3) subsequent one (1) year renewals. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to Augusta-Richmond County. Augusta-Richmond County reserves the right to enter into a cooperative agreement as outlined in FEMAs guidelines.

NOTE:

A. No contract or retainer will result from a submitted Proposal unless a situation develops that requires these services.

B. A Bid Bond is not required as this is for "as needed" services.

C. Performance and payment bond (100%) will be required upon the activation this contract following a disaster. The awarded Contractor shall submit performance and payment bonds as specified in this Request for Proposal. **Note:** All disputes regarding payments or performance will be resolved by Augusta-Richmond County and the contractor prior to the release of any and all bonds.

3.2 ACCEPTANCE AND EVALUATION OF PROPOSALS:

All technical requirements, unless otherwise specified, must be met by the Vendor or such proposal will be disqualified as being non-responsive. Proposals that are deemed to be incomplete as to substance and content may be returned without further consideration

3.3 PRICING PROPOSAL:

Provide a completed Pricing Proposal Form (Attachment A). **(Please enclose in a separate sealed envelope labeled Pricing Proposal for RFP 14-190A along with the vendor's name.)**

3.4 PROPOSAL DEADLINE:

The response to the request for proposal must be received by the Augusta-Richmond County Procurement Director no later than **11:00am (LOCAL TIME) Friday, September 12, 2014.** Any proposal received after the time and date stipulated will be rejected and returned to the Vendor. Augusta-Richmond County may, for good and sufficient reason, extend the response deadline, in which case all potential Vendors will receive an addendum setting forth the new date.

3.5 WITHDRAWAL OF PROPOSAL:

Your proposal may be withdrawn by written REQUEST received by Augusta-Richmond County before the time fixed for receipt of proposals

3.6 CONFIDENTIALITY OF DOCUMENTS:

Upon receipt of a proposal by Augusta-Richmond County the proposal shall become the property of Augusta-Richmond County without compensation to the Vendor, for disposition or usage by Augusta-Richmond County at its discretion. The particulars of the proposal documents will remain confidential until final award of the contract.

3.7 FORMAT OF RESPONSES:

Augusta-Richmond County is soliciting proposals from qualified firms to provide services for Debris Monitoring and Financial Recovering Services. Services will be provided for a period of three (3) years with a possible three (3) subsequent one (1) year renewals upon mutual written agreement. Services must be in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Army Corp of Engineers, Environmental Protection Agency (EPA), Georgia Emergency Management Agency (GEMA), Georgia Department of Transportation (GDOT), and Georgia Environmental Protection Agency (GEPA). It is the intent of this solicitation to enter into 1) a pre-event contract, which would result in no immediate cost to the county, and 2) Representative and consultation services for on-going financial recovery services to represent and serve as a consultant for on-going financial recovery services.

To be considered, Vendors must submit a complete response to the request for proposals. Proposals shall be typed or printed in ink and bound with a simple method of fastening. Lengthy narratives are discouraged; proposals should be brief and concise and not include extraneous or unnecessarily elaborate promotional material. To assure a uniform review process and obtain the maximum degree of comparability, each proposal shall include the following content and shall be presented in the following order:

A. Letter of Interest
B. Business/Firm Profile
C. Experience, Capability and knowledge of Disaster Debris Monitoring and Financial Recovery Services. Current Audited or Compilation Financial Statements
D. Identification of key personnel
E. Ability of the Firm to provide complete monitoring services
F. Ability to respond in timely manner with adequate resources
G. Cost Proposal
H. Appendices

Each proposer must submit One (1) original and seven (7) copies to:

Geri A. Sams, Procurement Director
Procurement Department
530 Greene Street – Room 605
Augusta, Georgia 30901

3.8 COST TO PREPARE RESPONSES:

Augusta-Richmond County assumes no responsibility or obligation to the Vendors and will make no payment for any costs associated with the preparation or submission of the proposal.

3.9 MINIMUM CRITERIA USED TO DETERMINE RESPONSIBILITY OF EACH VENDOR:

The following criteria will be used, as a minimum, to determine the responsibility of each Vendor:

A. Does the Vendor demonstrate an understanding of Augusta-Richmond County's needs and proposed approach to the project, and possess the ability, capacity, skill, and financial resources to provide the service?

B. Can the Vendor take upon himself the responsibilities set forth in the RFP and the resultant contract and produce the required outcomes in a timely manner?

C. Has the Vendor performed satisfactorily in previous contracts of similar size and scope; or if the Vendor has not performed a contract of similar size and scope, has it, and/or it's team members otherwise demonstrated its capability to perform the contract that Augusta-Richmond County seeks to establish through this RFP?

D. Does the Vendor propose to perform the work at a fair and reasonable cost?

E. Has the Vendor declared bankruptcy within the past 10 years?

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SECTION IV
SPECIAL CONDITIONS

4.1 PROPOSAL FORMAT AND CONTENT:

Proposals are to be submitted in 8½" x 11" size, typed or printed in ink and bound with a simple method of fastening. Lengthy narratives are discouraged; presentations should be brief and concise and not include extraneous or unnecessarily elaborate promotional material. The proposal should not exceed 30 pages in length, excluding the RFP and appendices, if any. Vendors should use the following outline in organizing the contents of their proposals.

4.4.1 Letter of Interest:

The Letter of Interest shall be limited to three (3) single-spaced typewritten pages. The purpose of the Letter of Interest is to provide a description of the Vendor's ability to meet the requirements of the RFP.

4.4.2 Qualifications of the Firm:

a. Provide a description and history of the firm focusing on previous governmental disaster debris monitoring experience. Submitting firms must have performed a minimum of five (5) projects over one (1) million cubic yards of debris during the past ten (10) years. Corporate experience with local governments as a prime contractor will be considered. Individual personnel experience with firms other than the submitting firm will not be considered.

b. Firm responses shall include, at minimum, the following:

   - Recent experience demonstrating an in-depth understanding of disaster debris monitoring in accordance with FEMA policies
   - Documented knowledge and experience coordinating with Federal, State and Local emergency agencies.
   - Experience representing local governments with various state and federal funding sources and reimbursement processes.
   - Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways debris removal, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, hauler invoice reconciliation and contracting, and FEMA appeals assistance

c. Provide at least five (5) references (over one (1) million cubic yards) for which the firm has performed services within the past ten (10) years that are similar to the requirements in the Scope of Services. Provide the reference contact name, address, email address, telephone numbers and date of the contract.

d. Provide a list of all claims, arbitrations, administrative hearings and lawsuits related to debris monitoring and financial recovery services brought against your company. Has the proposer been a defendant in any litigation involving debris monitoring and financial recovery services within 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 monitoring and financial recovery 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 monitoring and

financial recovery 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 FEMA related work?

4.4.3 Qualifications of Staff:

Provide and organizational chart, resumes and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, data manager etc.) must be full time employees of the proposing firm and have direct, relevant experience while working for the proposing firm. Key staff must demonstrate experience in the following areas:

A. Large scale (no less than 400,000 cubic yards) disaster debris monitoring efforts.

B. Documented knowledge and experience working with Federal, State and Local government emergency agencies and reimbursement programs.

C. Documented knowledge and experience with solid and hazardous waste management programs, policies and procedures.

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

4.4.4 Technical Approach:

Provide a description of the proposer's technical approach to a project, to include startup procedures, debris estimate methodology, debris management site permitting, collection and tower monitoring operations, data management and contractor invoice reconciliation and grant management technical assistance services. Provide under separate cover the proposers training manual.

4.4.5 Financial Statements*:* Current audited or compilation financial statements, or two (most recent) years of reviewed financial statements from a Certified Public Accounting firm.

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

4.4.7 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.

4.2 STATEMENT OF DISCLOSURE:

All Vendors must provide a statement of disclosure which will allow Augusta-Richmond County to evaluate possible conflicts of interest.

4.2.1. Interests of Public Officials.

The vendor warrants for itself and any subcontractor that no elected or appointed official or employee of Augusta-Richmond County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the BOARD immediately by written notice. For breach or violation of this clause, the BOARD may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. *"Interest"* as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with Augusta-Richmond County, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which Augusta-Richmond County commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by Augusta-Richmond County commissioner, official or employee. *Remote interest* as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. *Family* as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

4.3 CONTRACT:

The successful contractor will be expected to provide an executed contract for approval by the Board of Commissioners. 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. Augusta-Richmond 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.

4.4 PERFORMANCE AND APPROVAL OF SUB-CONSULTANTS:

The Vendor will perform the work as an independent contractor and not as an agent or employee of Augusta-Richmond County, and will secure written permission from Augusta-Richmond County before subcontracting any part of this service. ***Vendor will only have one tier of subcontractors.***

4.5 CHANGES:

In the event a contract is awarded, Augusta-Richmond 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.

4.6 TERMINATION OF CONTRACT:

Augusta-Richmond County shall have the right to terminate any contract to be made hereunder for its convenience by giving written notice 60 days in advance of its election to do so and by specifying the effective date of such termination. The Vendor shall be paid for services rendered through the effective date of such termination. Further, provided a contract is awarded, if a Vendor shall fail to fulfill any of its obligations hereunder, Augusta-Richmond County may, by giving written notice to the Vendor, terminate the agreement with said Vendor for such default. If this agreement is so terminated, the Vendor shall be paid only for work satisfactorily completed. The Vendor shall have the right to terminate the contract with Augusta-Richmond County by giving written notice 90 days in advance of its election to do so and by specifying the effective date of such termination.

4.7 PRICE PROPOSAL

The Price Proposal shall be submitted in ***a separate sealed envelope*** concurrent with the submittal of the Technical Proposal, utilizing the Price Proposal form. Envelope MUST be marked **RFP Item #14-190A Debris Monitoring & Financial Recovery Services.**

Price will not be reference in other part of the submittal.

The Price Proposal shall be based upon and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the Project, including all direct costs and expenses, and shall also include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs; insurance costs; cost of equipment, material, tools and transportation; and operating cost.

Price Proposals are submitted for the purposes of determining the successful proposers and establish the maximum potential value of the Agreement to be awarded. Augusta-Richmond County, at its sole discretion, may conduct further negotiation to determine the final value of the Agreement to be awarded.

The points awarded by the Evaluation Committee will be added to the Technical Scores for each Proposer to arrive at the final scoring and ranking, which shall determine the Successful Proposer(s).

Failure of the Proposer to provide all of the required pricing detail shall be cause for rejection of the Response as non-responsive.

SECTION V
SCOPE AND CLASSIFICATION

The selected Contractor will be expected to provide a range of related services including, but not limited to the following:

5.1 Debris Monitoring & Financial Recovery Services

Augusta-Richmond County required disaster debris management, financial recovery, and consulting services to support the oversight and management of debris recovery contractors. As such, the Consultant will provide a disaster debris management plan to Augusta-Richmond County (at no cost) and should be capable of providing a range of related services including damage assessment, environmental assessment/permitting, emergency planning and response, field monitoring, grant management, infrastructure restoration, and other services as needed and ordered by Augusta.

When a major disaster occurs Augusta-Richmond County will advise successful offeror of Augusta's intent to activate the contract. Statement of work will be developed specific to the disaster. In preparation for any significant disaster the contractor may be asked to stage outside the strike area. In this case, the contractor is to provide the emergency push into Augusta-Richmond County.

Upon contracting the contractor, Augusta-Richmond 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 disaster Debris Monitoring & Financial Recovery Services.

The Contractor shall provide, at a minimum, the following:

a. Respond to request for assistance within two (2) hours of the end of an anticipated event or four (4) hours of notification following an unanticipated event.
b. Review and evaluate proposed of designated temporary debris management sites (TDMS).
c. Assist in obtaining any necessary local, State and Federal permits for TDMS.
d. Conduct ongoing environmental data collection per local, State, and Federal requirements for TDMS.
e. Assist with damage assessments and debris estimates.
f. Recruit, hire, train, deploy, and supervise properly equipped monitors.
g. Establish daily schedule for monitors.
h. Monitor debris recovery contractor operations and make recommendations to improve efficiency and speed up removal and recovery work.
i. Coordinate daily briefings on work progress, staffing, and other key information with Augusta-Richmond County.
j. Assist Augusta-Richmond County with responding to public concerns and comments on the debris removal process.
k. Certify the debris contractor vehicles for removal using methodology and documentation practices in line with guidelines in the FEMA 327, *Public Assistance Debris Monitoring Guide*.
l. Provide necessary vehicle placards for identification and tracking of debris contractor vehicles.
m. Monitor and record the volumetric measurement (cubic yards or gross empty weight) of each truck in service on the debris removal project.

n. Monitor multiple truck pickups, issue load tickets, record load site information, delineate FEMA designations, and document contractor actions in cases of damaged property or other field oversight functions. This shall include the use of pictures, GPS coordinates, and mapping.
o. Stop work in progress that is not being performed or documented in the appropriate manner.
p. Provide TDMS monitoring at various locations chosen by Augusta-Richmond County, including sites that handle material from multiple locations and different contractors.
q. Provide Public Drop-Off Site monitoring if Augusta-Richmond County opens such sites.
r. Maintain a list of potentially hazardous locations and situations, coordinate, and track the appropriate dispatch of staff and equipment to remediate the hazard, and make frequent reports regarding the hazard, remedial action, and post-event status.
s. Survey affected areas for special situation or emergency needs to include, but not limited to: identify tree stumps and the management of root balls and associated cavities, hazardous trees (hangers and leaners), construction and demolition (C&D) debris, or other potentially hazardous situations.

At a minimum, the Contractor must be familiar with FEMA's Public Assistance Program, and the latest editions of the following:

- Public Assistance Guide (FEMA 322)
- Applicant Handbook (FEMA 323)
- Public Assistance Debris Management Guide (FEMA 325)
- Public Assistance Debris Monitoring Guide (FEMA 327)
- Debris Estimating Field Guide (FEMA 329)
- FEMA's Recovery 9500 Series
- FEMA Disaster Assistance Policies
- FEMA PA Program guidelines
- FEMA Recovery Fact Sheet RP9580.201
- Memorandum of Understanding for Contaminated Debris Management between FEMA, EPA, and USACE

5.2 Operation Reports and Logistics

The Contractor shall provide, at a minimum, the following:

a. Enter load tickets into an electronic database application.
b. Digitize load tickets and other source documentation for storage.
c. Develop daily operational reports to keep Augusta-Richmond County staff informed of work progress.
d. Development of maps, GIS applications, etc. to assist Augusta-Richmond County in providing information to the residents on debris removal operations.
e. Maintain records of the debris contractor hauler's trucks, to include cubic yardage or loaded weight, time in and time out, number of loads per day, and other data as requested by local, State, and Federal involved agencies.
f. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to Augusta-Richmond County for processing.

g. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA and any other applicable agency for disaster recovery efforts by Augusta-Richmond County staff and designated debris removal contractors.

The Contractor will prepare a Debris Monitoring and Reporting Plan that sets forth how the debris management and reporting efforts will be conducted to properly account for all components of the contracted debris removal and disposal services.

The Contractor will prepare and submit operational reports throughout the duration of the recovery operations. Daily reports shall document debris removal contractors' activities and progress from the previous day. Daily reports will be submitted by 09:00 to a distribution list established by Augusta-Richmond County. Each daily report submitted will contain the following minimum information:

a. Contractor name
b. Contract number
c. Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed, processed, and hauled.
d. GIS mapping data updates and digitized reports.
e. All available GIS layers required will be provided to the Contractor by Augusta-Richmond County prior to an event or as soon as possible to ensure up to data files and consistency in field structure.
f. Data exports on a monthly basis will be provided in a format acceptable to Augusta-Richmond County.

In addition, the Contractor shall provide safety reports, Truck and Trailer Certification reports, personnel assignments, and other such reports as deemed necessary to properly and accurately manage and monitor the work of the recovery work.

5.3 Personnel

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

a. Project Manager
b. Operations Managers
c. FEMA Coordinator
d. Scheduler/Expediters
e. GIS Analyst
f. Field Supervisors
g. Debris Site/Tower Monitors
h. Environmental Specialist
i. Project Inspectors (Citizen Site Monitors)
j. Project Inspectors (Load Ticket Data Entry Clerks/QA/QC)
k. Billing and Invoice Analysis
l. Data Analysis
m. Administrative Assistants
n. Field Coordinators (Crew Monitors)

The final determination of staffing will be made by Augusta-Richmond County depending on need. All Monitors must be a minimum of eighteen (18) years of age, and have a valid driver's license issued in the United States and be capable of climbing a staircase ladder ten (10') feet high.

The Contractor may use other required positions as necessary with the written approval of the Augusta-Richmond County Point of Contact. All positions and applicable hourly rates shall be listed.
As applicable, the Contractor shall ensure that staff has vehicles, telephones, meals, lodging arrangements, safety gear, cameras, and other incidentals to work up to extended hours and up to seven (7) days per week. Where possible, the Contractor should maximize the use of individuals residing locally.

5.4 Public Assistance/Grant Consulting Services

As directed by Augusta-Richmond County, **and only in the event of a declared emergency,** the consultant shall provide:

a. Identification of eligible emergency and permanent work.
b. Damage Assessment.
c. Assistance in attaining Immediate Needs Funding.
d. Prioritization of recovery workload.
e. Loss measurement and categorization.
f. Insurance evaluation, documentation adjusting, and settlement services.
g. Project Worksheet formulation, generation, and review.
h. FEMA, FHWA, HMGP, CDBG, NRCS, and additional reimbursement support.
i. Staff augmentation with experienced Public Assistance Coordinators and Project Officers.
j. Interim inspections, final inspections, supplemental Project Worksheet generation and final review.
k. Appeal services and negotiations.
l. Reconstruction and long-term infrastructure planning.
m. Final review of all emergency and permanent work performed.

5.5 Emergency Management Planning and Training

The Contractor shall provide, at a minimum, the following:

a. Review of current debris management plan-provide revisions on the plan to Augusta-Richmond County; train staff as needed.
b. Provide staff and equipment to support Augusta-Richmond County in various functional areas as needed following an emergency event.
c. Project management to include the formulation and management of permanent work projects.
d. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review, and staff augmentation.
e. Technical support and assistance in development of public information.
f. Comprehensive emergency management plans to include plan development, review, and revisions.

5.6 Meetings and Communications

Open, timely conversations and written documentation are significant actions to provide successful completion of the Disaster Response Plan. Throughout the execution of the plan, the Contractor will meet with the Augusta-Richmond County representatives as directed by and coordinated with Augusta-Richmond County. The Contractor will attend a kick-off meeting with the debris removal contractors, if so directed by Augusta-Richmond County, and will convene and attend regular progress and coordination meetings, as

appropriate. The Contractor must provide minutes of all meetings to the Augusta-Richmond County Point of Contact. Minutes shall be provided within three (3) business days after the meeting occurs.

5.7 Scheduling of Work

The response of the selected monitoring Contractor(s) to the disaster recovery process must be immediate, rapid, and efficient with acceptable cost controls, accountability procedures, written reports and submittals to assure that Augusta-Richmond County shall have the means to be reimbursed for all eligible disaster recovery costs from appropriate local, State, and Federal agencies. Response will typically be activated only in the event of an emergency and in accordance with an awarded contract. Response activation will be through issuance of a Work Order. A mutual not-to-exceed amount will be negotiated for each operation based on the hourly rates proposed in the RFP and incorporated into the contract. Should these services be required for a longer period, the Contractor will prepared and submit a proposal for additional costs, consistent with the rates in the RFP and incorporated into the contract. A revised cost will be negotiated and approved by the Augusta-Richmond Board of Commissioners.

5.8 Final Report

A final report will be prepared by the Contractor and will be submitted to a distribution list established by Augusta-Richmond County Point of Contact within 30 days of completion of the recovery operations.
Recovery Operations includes remediation of sites, closure of sites, and conclusions of all related operations. At a minimum, the following information will be included in this report:

a. Discussion of disaster response requirements and results.
b. Recommendations for future disaster response strategies.
c. Copies of manifests, certificates, and related documents.
d. Log books and all other data taken during the implementation of the Augusta-Richmond County Disaster Response Plan.

5.9 Evaluation Criteria

Each response to this RFP shall be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by an evaluation committee. A description of the factors which will be analyzed, and the relative weight accorded each factor follows. Augusta-Richmond County will not consider the proposal of any Offeror who lacks accreditation or authorization to provide the Services requested.

Responses shall be evaluated according to the following criteria and respective weight:

• Qualifications, Experience, & Financial Stability of the Proposer	Maximum 35 points
• Qualifications of Project Manager & Other Key Personnel	Maximum 30 points
• Approach, Understanding, Scope & Response	Maximum 30 points
• Technical Capabilities & Approach	Maximum 30 points
• List of References	Maximum 5 points

STEP 2- Interviews/Presentations – If required (Total Possible Points – 35)

Fee Proposal/Cost Data (Total Possible Points - 15)

Lowest Fee	15 points
Second	12 points
Third	9 points
Fourth	6 points
Fifth	3 points

STEP 3 Final Selections

The Evaluation Committee will present their recommendation to the appropriate oversight committee for review and recommendation. The Augusta-Richmond County Board of Commissioners will make the final decision.

Phase One Criteria (Identify short listed offerors only)

The Procurement Director, in consultation and upon the recommendation of the head of the using agency, shall select from among the offerors no less than three (3) offerors (the "short-listed offerors") deemed to be the most responsible and responsive; provided, however, that if three (3) or less offerors respond to the solicitation, this requirement will not apply. The selection of the short-listed offerors shall be made in order of preference. From the date proposals are received by Procurement Director through the date the contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of offeror's teams prior to award.

It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. The contract will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.

Your team will be evaluated on the basis of how well your firm and its individual professionals meet the criteria outlined including general and specific selection criteria. Based on the Evaluation Criteria, Augusta reserves the right to select more than one firm to provide the requested services. Please submit your proposal in a concise written tabulated format indexed and organized. The recommended firm and contract will be presented to the Augusta Commission for final approval.

Each submittal must respond to the requested information for each section.

Phase Two Criteria

(Rank the company that best address scope of service/ technical proposal as outlined in the specifications to be in the best interest of Augusta, Georgia).

Note: All offerors selected to participate in Phase Two shall be equally evaluated without respect to the score received in Phase One.

After an initial screening process, a technical question and answer conference or interview will be conducted, if deemed necessary, to clarify or verify the offeror's proposal and to develop a comprehensive assessment of the proposal.

Final negotiations and letting the contract. The Committee shall rank the technical proposals, open and consider the pricing proposal. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

PRICE PROPOSALS

The Committee will evaluate the responses to the RFP, verify the information presented, and conduct oral interviews, as deemed appropriate. This process will result in the selection of the successful vendor who, through contractual agreements will undertake the scope of work.

Price is not the driving factor of this award and shall be considered as follows: In making this decision, the Using Agency and the Procurement Director shall take into account the estimated value, the scope, the complexity and the professional nature of the services to be rendered. Should the Using Agency and the Procurement Director be unable to negotiate a satisfactory contract with the offeror considered to be the most responsible and responsive at a price for the Using Agency and the Procurement Director determines to be fair and reasonable to Augusta, Georgia; negotiations with that offeror shall be terminated. The Using Agency and the Procurement Director shall then undertake negotiations with the second most responsible and responsive short-listed offeror. If negotiations with the second most responsible and responsive short-listed offeror are unsuccessful, negotiations shall be terminated and the Using Agency and the Procurement Director shall then undertake negotiations with the third most responsible and responsive short-listed offeror. Should Using Agency and the Procurement Director be unable to negotiate a contract with any of the short-listed offerors, the Using Agency and the Procurement Director and the using agency may select from the additional offerors that were not short-listed in order of their responsibility and responsiveness and the Using Agency and the Procurement Director may continue negotiations in accordance with this section until an agreement is reached.

Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked. The names of the respondents will be identified at the proposal opening; however, no proposal will be handled so as to permit disclosure of the detailed contents of the responses until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

Price shall be submitted in a separate sealed envelope with the following information on the outside of it: **Fee Proposal for RFP 14-190A Debris Monitoring & Financial Recovery Services to include the vendor's name.**

When in the best interest of the Augusta, Georgia, Augusta reserves the right to request additional fee information and to request a "Best and Final" offer.

5.10 Exception Sheet

If Commodity(s) and/or Service proposed in quote is in ANYWAY different from that contained in this proposal, the Bidder is responsible for clearly identifying all such differences in the space below. Otherwise, it will be assumed that the Bidder's offer is in total compliance with all aspects of the proposal.

Below are the only differences between my offer and Augusta-Richmond County's proposal:

Signature _____

Date _____

ATTACHMENT A
PRICING PROPOSAL FORM

Note: Where overtime is authorized in writing by Augusta-Richmond County, the rate will be billed at the hourly rate multiplied by 1.5, which is not be included in any rate listed below.

POSITION	HOURLY RATES	TOTAL
Project Manager	$	$
Office Supervisor	$	$
Operations Managers	$	$
FEMA Coordinator	$	$
Scheduler/Expeditors	$	$
Truck Certifier	$	$
Field Supervisor	$	$
Environmental Specialist	$	$
GIS Specialist/Computer Analyst	$	$
Billing/Invoice Analyst (load ticket data entry clerks/QA/QC	$	$
Field Monitors	$	$
Administrative Assistance	$	$
Billing/Invoice Analysts	$	$
Residential Drop-off Monitors	$	$

Additional Positions

POSITION	HOURLY RATES	TOTAL
	$	$
	$	$
	$	$
	$	$
	$	$
	$	$
	$	$
	$	$
	$	$
	$	$

NOTE:
The hourly labor rates shall include all applicable overhead and profit.
Lodging, meals and incidentals will be billed at the most current GSA per diem rate for the area.
Mileage will be reimbursed at the most recent IRS published rate.
All other direct project expenses will be reimbursed at cost without mark-up.

ATTACHMENT B
DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with.
1. A drug-free workplace will be provided for the employees during the performance of the contract;

and;

2. Each Subcontractor under the direction of the contractor shall secure the following written certification:

_____ (Contractor) certifies to Augusta-Richmond County that a drug-free workplace will be provided for the employees during the performance of this contract known as **RFP No.14-190A - Debris Monitoring Service** pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR _____ DATE: _____

NOTARY _____ DATE: _____

ATTACHMENT C
PROMISE OF NON-DISCRIMATION STATEMENT

Know all men by these presence, that I (We), _____, _____,_____,
Name Title Name of Vendor
(herein after "Company"), in consideration of the privilege to Bid/Propose on the following Effingham County Procurement titled **RFP No. 14-190A - Debris Monitoring Service** hereby consent, covenant, and agree as follows:

A. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the Proposal submitted to Augusta-Richmond County or the performance of the contract resulting there from;

B. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract with or otherwise interested in the Company, including those companies owned and controlled by racial minorities and women; and

C. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Augusta-Richmond County.

D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of and incorporated by reference in the contract which this Company may be awarded.

E. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling Augusta-Richmond County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

_____ _____
SIGNATURE DATE:

ATTACHMENT D
DISCLOSURE OF RESPONSIBILITY STATEMENT

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.
3. List any convictions or civil judgments under states or federal antitrust statutes.
4. List any violations of contract provisions such as knowingly failing (without good cause) failing to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
5. List any prior suspensions or debarments by any governmental agency.
6. List any contracts not completed on time.
7. List any penalties imposed for time delays and/or quality of materials and workmanship.
8. List any documented violations of federal or any state labor laws, regulations, or standards, and any occupational safety and health rules.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

DISCLOSURE OF RESPONSIBILITY STATEMENT)

I, _____ , as_____
Name of individual Title & Authority

of _____ , declare under oath that the above statements,
Company Name

including any supplemental responses attached hereto, are true.

_____
Signature

State of: _____
County of : _____

Subscribed and sworn to before me on this _____ day of _____ 20____

by _____ representing him/herself to be
_____ of the company named.

_____
Notary Public
My Commission expires: _____Resident State _____

ATTACHMENT E
CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contactor verifies its compliance with O.C.GA § 13-10-91, stating affirmatively that the individual, firm, or corporation that is contracting with Augusta-Richmond County has registered with and is participating in a federal work authorization program* [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and shall agree to use this program for any newly hired employees throughout the duration of the contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Augusta-Richmond County, contractor will secure from such subcontractor similar verification of compliance with O.C.G.A. § 13-10-91on the subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. The contractor further agrees to provide notice to Augusta-Richmond County of the identity of each subcontractor hired under the contract within five (5) business days of entering into a contract for hire. Such notice shall include a copy of the Subcontractor Affidavit for each subsequent subcontractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Augusta-Richmond County within five (5) days of the time the subcontractor(s) is retained to perform such service.

_____
EEV/ Basic Pilot Program* User Identification Number

_____ _____
BY: Authorized Officer or Agent Date
(Contractor Name)

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____ 20

_____
Notary Public

My Commission Expires: - _____ , 20 ___

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)

ATTACHMENT F
SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation that is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Augusta-Richmond County has registered with and is participating in a federal work authorization program* [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and will agree to use this program for any newly hired employees throughout the duration of the contract. The subcontractor further agrees to provide a copy of the executed Subcontractor Affidavit to the contractor in order to be provided to Augusta-Richmond County within five (5) days entering into the contract for hire.

_____
EEV / Basic Pilot Program* User Identification Number

_____
Date of E-Verify Authorization

_____

_____
Address

_____ _____
BY: Authorized Officer or Agent Date
(Subcontractor Name)

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
____ DAY OF _____ 20_____

_____
Notary Public

My Commission Expires: _____ , 20 ____

*

As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

ATTACHMENT G
NO-BID STATEMENT

In an effort to make the procurement of construction, goods and services for Augusta-Richmond County as competitive as possible, we are soliciting information from contractors and or vendors who cannot Bid. Your "responsiveness" and "constructive" comments will be appreciated. Completion of this form will assist us in evaluating factors which relate to the competitiveness of our Proposals. Please check any of the boxes below which may apply.

□ Specifications - Restrictive, too "tight", unclear, specialty item, geared toward one (1) brand or manufacturer only. (Explain below)

□ Manufacturing - Unique item, production time for model or item has expired, etc.

□ Proposal Time - Insufficient time to properly respond to Proposal or bid.

□ Delivery Time - Specified delivery time cannot be met.

□ Payment - Delay in payment terms. Please be specific. □ Bonding - We are unable to meet bonding requirements.

□ Insurance -We are unable to meet insurance requirements.

□ Removal - From Vendors list for this particular commodity or service.

□ Keep - Our Company on your Vendors list for future reference.

□ Project is - Too Large ___ _____ Too Small _____

□ Site Location Too Distant.

□ Miscellaneous - Do not wish to Bid, do not handle this type of item (s), unable to compete, contract clause (s) not acceptable, etc. Please be specific.

CONSTRUCTION PROJECTS*:* Please provide reason for obtaining a Proposal package. Check one below.

Interest in this project as a:

Prime Contractor _____

Sub-Contractor _____

Supplier _____

RFP No. 14-190A - Debris Monitoring & Financial Recovery Services

Signature: _____ Telephone Number: _____

Firm Name: _____

ATTACHMENT H

PRIMARY CONTRACTOR CERTIFICATION REGARDING DISBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The bidder certifies to the best of my knowledge and belief the firm and its representatives:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

(b) Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public, Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense numerated in paragraph (b) of this certification;

(d) Have not within a three (3) year period preceding, this Agreement had one or more public transaction (Federal, State, or Local) terminated for cause or default; and

(e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this agreement and other remedies available to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Transit Funds, and is subject to applicable State and Federal laws, both criminal and civil.

SIGNATURE: _____

TITLE: _____

FIRM: _____

DATE: _____

ATTACHMENT I

CERTIFICATION REGARDING LOBBYING
APPENDIX A, 49 CFR PART 20

Certification for contracts, Grants, Loans, and Co-operative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of the Member of Congress in connection with this Federal contract, grant, loan, or co-operative agreement, the undersigned shall complete and submit Standard Form—LLL, the "Disclosure form to Report Lobbying'" in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/20/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 2095 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352c(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]
The contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

Date _____

ATTACHMENT J
VENDOR INFORMATION FORM

The undersigned, on behalf of the respondent, certifies that: (1) this information is made without previous understanding, agreement or connection with any person, firm, or corporation providing a response to the same document; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the response is entered; (4) they have read the complete Request for Proposal and understand all provisions; (5) if officially proposed in response to any Request for Proposal accepted by Augusta-Richmond County, the capabilities identified are guaranteed as written and will be implemented as stated; and (6) mistakes in writing of the submitted response will be their responsibility.

Vendor Name as Registered with the Georgia Secretary of State

Type of Organization (check one):

_____ Sole Proprietorship _____Partnership _____Corporation _____Public Corporation

Authorized Contact Name Printed_____

Title_____

Authorized Signature_____

Date_____

Mailing Address_____

City/State/Zip_____

Physical Address_____

City/State/Zip_____

Phone Number_____ Fax Number_____

Company Website Address_____ E-Mail_____

Tax I.D. Number_____ General Nature of Business_____

Augusta GEORGIA

Procurement Department

Mrs. Geri Sams, Director

October 2, 2014

REVISED

E-Mailed & Faxed 281-320-9700
(DKillen@wittobriens.com)

David B. Killen
Witt O'Brien's
818 Town & Country Blvd., Suite 200
Houston, TX 77024

Ref: RFP# 14-190A Debris Monitoring & Financial Recovery Services for The City of Augusta – Fire Department

Dear Mr. Killen:

Thank you for submitting your proposals in reference to RFP# 14-190A Debris Monitoring & Financial Recovery Services for the Augusta – Fire Department. We have spent many hours reviewing and evaluating each vendor's proposal, and we have selected Witt O'Brien's as one of the vendors to appear before the Selection Committee for this project.

Per our conversation, the next step in the process is vendor presentations. The following date has been scheduled for your company:

Wednesday, October 22, 2014 at 2:30 p.m. – 3:30 p.m.

Presentations will be held in the Procurement Conference Room in Augusta's Municipal Building located at 530 Greene Street. Please contact Procurement to arrange for any technical needs you may have. There will be approximately 12 people viewing the presentations. **The time of your presentation is from 2:30 p.m. – 3:30 p.m.**

Presentation guidelines:

1. Presentations should be scheduled for no more than 1 hour to include set up, questions from the evaluation committee and session wrap up.
2. Each proposer is encourages to review the specification and be able to address any questions in reference to the scope of services of the specifications.
3. We kindly request that during your presentation, you limit the number of presenters to three (3).
4. Should you have a PowerPoint presentation, please provide the Procurement Department with one written copy at the time of your presentation.

Thank you for agreeing to meet with us on the date and time listed above, we look forward to meeting you and your teams. Should you have any additional questions, please do not hesitate to contact the Procurement Department at 706-821-2422.

Sincerely,

Geri Sams

Geri A. Sams
Procurement Director

cc: Chief Chris James, Augusta Fire Department
Committee Members

Augusta
GEORGIA

Procurement Department

Mrs. Geri Sams, Director

October 2, 2014

REVISED

E-Mailed & Faxed 321-441-8501
(jonath.burgiel@tetratech.com)

Jonathan Burgiel
Tetra Tech
2301 Lucien Way, Suite 120
Maitland, FL 32751

Ref: RFP# 14-190A Debris Monitoring & Financial Recovery Services for The City of Augusta – Fire Department

Dear Mr. Burgiel:

Thank you for submitting your proposals in reference to RFP# 14-190A Debris Monitoring & Financial Recovery Services for the Augusta – Fire Department. We have spent many hours reviewing and evaluating each vendor's proposal, and we have selected Tetra Tech as one of the vendors to appear before the Selection Committee for this project.

Per our conversation, the next step in the process is vendor presentations. The following date has been scheduled for your company:

Wednesday, October 22, 2014 at 1:00 p.m. – 2:00 p.m.

Presentations will be held in the Procurement Conference Room in Augusta's Municipal Building located at 530 Greene Street. Please contact Procurement to arrange for any technical needs you may have. There will be approximately 12 people viewing the presentations. **The time of your presentation is from 1:00 p.m. – 2:00 p.m.**

Presentation guidelines:

1. Presentations should be scheduled for no more than 1 hour to include set up, questions from the evaluation committee and session wrap up.
2. Each proposer is encourages to review the specification and be able to address any questions in reference to the scope of services of the specifications.
3. We kindly request that during your presentation, you limit the number of presenters to three (3).
4. Should you have a PowerPoint presentation, please provide the Procurement Department with one written copy.

Thank you for agreeing to meet with us on the date and time listed above, we look forward to meeting you and your teams. Should you have any additional questions, please do not hesitate to contact the Procurement Department at 706-821-2422.

Sincerely,

Geri Sams NW

Geri A. Sams
Procurement Director

cc: Chief Chris James, Augusta Fire Department
Committee Members

Augusta GEORGIA

Cumulative Evaluation Sheet - Step 2
RFP# 14-190A DEBRIS MONITORING & FINANCIAL REC SERVICES
Evaluation Committee Sheet
Bid Opening Date: Friday, August 15, 2014 @ 11:00 a.m.

Evaluation Date: September 25, 2014
Presentation Date: October 22, 2014

Total Number Specifications Mailed Out: 36
Total Number Specifications Download (Demandstar): 24
Total Electronic Notifications (Demandstar): 199
Mandatory Pre-proposal / Telephone Conference: 13
Total packages submitted: 8
Total Noncompliant: 2

		Vendors	
		TETRA TECH	WITT O'BRIEN'S
		Jonathan Burgiel, V.P. 2301 Lucien Way, Suite 120 Maitland, FL 32751 (P) 321-441-8500 (F) 321-441-8501 jonath.burgiel@tetratech.com	David B. Killen, CF APMP 818 Town & Country Blvd., Suite 200 Houston, TX 77024 (P) 281 606 4758 (F)281 320 9700 © 713 398 1000
Possible Point	**Evaluation Factors**		
35	Qualifications, Experience, & Financial Stability of the Proposer	**29.4**	**30.7**
30	Qualifications of Project Manager & Other Key Personnel	**22.6**	**27.8**
30	Approach, Understanding, Scope & Response	**18.5**	**28.0**
30	Technical Capabilities & Approach	**24.1**	**27.3**
5	List of References	**3.6**	**5.0**
130	**Total Step 1**	**98.3**	**118.8**
Step Two	**Interviews/Presentations (If required)**		
35	Interviews/Presentations (If required)	**31.4**	**33.0**
15	Fee Proposal/Cost Data (Total Possible Points - 15) Lowest Fee 15 points Second 12 points Third 9 points Fourth 6 points	**15.0**	**12.0**
50	**Total Step 2**	**46.4**	**45**
180	**Cumulative Total** (Step 1 and Step 2)	**144.7**	**163.8**
	Final Selection **The Evaluation Committee will present their recommendation to the appropriate oversight committee for review and recommendation. The Augusta-Richmond County Board of Commissioners will make the final decision.**	**2**	**1**

NOTES:

Augusta
GEORGIA

STATE OF GEORGIA - COUNTY OF RICHMOND **BID/RFP/RFQ#** 14-190

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with 0.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with Witt O'Brens on behalf of Augusta Richmond County Board of Commissioners has registered with and is participating in a federal work authorization program* [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 ([RCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O. C. G. A 13-10-91.

1603745
E-Verify * User Identification Number

Hydrostructures, P.A.
Company Name

BY: Authorized Officer or Agent
(Contractor Signature)

President
Title of Authorized Officer or Agent of Contractor

Michael S. Kance
Printed Name of Authorized Officer or Agent

Georgia Law requires your company to have an E-Verify*User Identification Number on or after July 1, 2009.

For additional information: **State of Georgia**
http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf
https://e-verify.uscis.gov/enroll/

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

21st DAY OF November, 2014

Lauren M. McMillan
Notary Public

My Commission Expires:
November 18, 2015

LAUREN M. MCMILLAN
NOTARY PUBLIC
CHATHAM COUNTY, N.C.
NOTARY SEAL

***Note:** The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received).*

Rev. 7/22/2011

Augusta
GEORGIA

In accordance with the Laws of Georgia, the following affidavit is required by all vendors

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, Michael S. Kunce certify that this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), Hydrostructures, P.A. has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of Debris Monitoring and Financial Recovery Services is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

Signature of Authorized Company Representative

President
Title

Sworn to and subscribed before me this 21st day of November, 2014.

Lauren M. McMillan
Notary Signature

Notary Public: Lauren M. McMillan (Print Name)

County: Chatham

Commission Expires: November 18, 2015

LAUREN M. MCMILLAN NOTARY PUBLIC CHATHAM COUNTY, N.C. NOTARY SEAL

Note: ***The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received).***

Rev. 7/22/2011

Company ID Number: 369335

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Witt Group Holdings LLC (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

Company ID Number: 369335

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

Company ID Number: 369335

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

Company ID Number: 369335

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

Company ID Number: 369335

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

Company ID Number: 369335

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Witt Group Holdings LLC	
Damary DeLeon	
Name (Please Type or Print)	Title
Electronically Signed	11/02/2010
Signature	Date

Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	11/02/2010
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Witt Group Holdings LLC
Company Facility Address:	1501 M STreet NW
	5th Floor
	Washington, DC 20005
Company Alternate Address:	
County or Parish:	DISTRICT OF COLUMBIA
Employer Identification Number:	272783923

E-Verify

Company ID Number: 369335

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	100 to 499
Number of Sites Verified for:	5

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ☐ LOUISIANA 2 site(s)
- ☐ NEW JERSEY 1 site(s)
- ☐ MISSISSIPPI 1 site(s)
- ☐ DIST OF COL 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: Joseph N Weinman
Telephone Number: (202) 585 - 0785 Fax Number: (202) 585 - 0792
E-mail Address: nweinman@wittassociates.com

Name: Damary A DeLeon
Telephone Number: (202) 585 - 0783 Fax Number: (202) 585 - 0792
E-mail Address: adeleon@wittassociates.com

WITT | O'BRIEN'S
a SEACOR company

November 21, 2014

Ms. Geri Sams
Augusta Procurement Department
530 Greene Street, Room 605
Augusta, GA 30901

RE: Requested Forms, RFP 14-190A, Debris Monitoring & Financial Recovery Services

Dear Ms. Sams:

As requested in your November 18, 2014 letter, I have enclosed a copy of the Witt O'Brien's Homeland Security E-Verify Memorandum of Understanding. Under separate cover you will receive on Monday, November 24, from our subcontractor Hydrostructures, the completed Non-Collusion Affidavit of Sub-Contractor and Georgia Security and Immigration Subcontractor Affidavit.

As requested, our forms are provided in a sealed envelope entitled "Required Forms for RFP Item #14-190A."

Sincerely,

David B. Killen, CF APMP
Senior Proposal Manager

Cc: Nancy Williams (cover letter only)

818 Town & Country, Suite 200, Houston, TX 77024 20005 | t. +1 (281) 320-9796 f. +1 (281) 320-9700 | www.wittobriens.com

Augusta
GEORGIA

STATE OF GEORGIA - COUNTY OF RICHMOND **BID/RFP/RFQ#** 14-190

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with 0.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with Witt O'brien's on behalf of Augusta Richmond County Board of Commissioners has registered with and is participating in a federal work authorization program* [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 ([RCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O. C. G. A 13-10-91.

163745
E-Verify * User Identification Number

Hydrostructures, P.A.
Company Name

BY: Authorized Officer or Agent
(Contractor Signature)

President
Title of Authorized Officer or Agent of Contractor

Michael S. Pance
Printed Name of Authorized Officer or Agent

Georgia Law requires your company to have an E-Verify*User Identification Number on or after July 1, 2009.

For additional information: **State of Georgia**
http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf
https://e-verify.uscis.gov/enroll/

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

21st DAY OF November, 2014

Lauren M. McMillan
Notary Public

My Commission Expires:
November 18, 2015

LAUREN M. MCMILLAN
NOTARY
PUBLIC
CHATHAM COUNTY, N.C.
NOTARY SEAL

***Note:** The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received).*

Rev. 7/22/2011

Augusta
GEORGIA

In accordance with the Laws of Georgia, the following affidavit is required by all vendors

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, Michael S. Kance certify that this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.
Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e),
Hydrostructures, P.A. has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.
Affiant further states that the said offer of Debris Monitoring and Financial Recovery Services is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

Signature of Authorized Company Representative

President
Title

Sworn to and subscribed before me this 21st day of November, 2014.

Lauren M. McMillan
Notary Signature

Notary Public: Lauren M. McMillan (Print Name)

County: Chatham

Commission Expires: November 18, 2015

LAUREN M. MCMILLAN NOTARY PUBLIC CHATHAM COUNTY, N.C. NOTARY SEAL

Note: ***The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received).***

Rev. 7/22/2011

Augusta
GEORGIA

In accordance with the Laws of Georgia, the following affidavit is required by all vendors

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, Michael S. Koonce certify that this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), Hydrostructures PA has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of Debris Monitoring & Financial Recovery Services is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

Signature of Authorized Company Representative

President
Title

Sworn to and subscribed before me this 21st day of November, 2014.

Lauren M. McMillan
Notary Signature

Notary Public: Lauren M. McMillan (Print Name)

County: Chatham

Commission Expires: November 18, 2015

NOTARY SEAL
LAUREN M. MCMILLAN NOTARY PUBLIC CHATHAM COUNTY, N.C.

Note: ***The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received).***

Rev. 7/22/2011

Augusta
GEORGIA

STATE OF GEORGIA - COUNTY OF RICHMOND **BID/RFP/RFQ#** 14-190

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with Witt O'Briens on behalf of Augusta Richmond County Board of Commissioners has registered with and is participating in a federal work authorization program* [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 ([RCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O. C. G. A 13-10-91.

1103745
E-Verify * User Identification Number

Hydrostructures, P.A.
Company Name

BY: Authorized Officer or Agent
(Contractor Signature)

President
Title of Authorized Officer or Agent of Contractor

Michael S. Kance
Printed Name of Authorized Officer or Agent

Georgia Law requires your company to have an E-Verify*User Identification Number on or after July 1, 2009.

For additional information: **State of Georgia**
http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf
https://e-verify.uscis.gov/enroll/

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

21st DAY OF November, 2014

Lauren M. McMillan
Notary Public

My Commission Expires:
November 18, 2015

LAUREN M. MCMILLAN
NOTARY
NOTARY SEAL
CHATHAM COUNTY, N.C.

***Note:** The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received).*

Rev. 7/22/2011

Appendix S: Georgia Environmental Policy Act of 1991

Document stored: N:\EMACommon\Debris Plan

http://georgiashpo.org/sites/uploads/hpd/pdf/OCGA_12-16_GEPA.pdf

Appendix T: Georgia Water Quality Control

Document stored: N:\EMACommon\Debris Plan

http://water.epa.gov/scitech/swguidance/standards/upload/2006_02_01_standards_wqslibrary_ga_ga_4_wqs.pdf

Appendix U: Clean Water Act

Document stored: N:\EMACommon\Debris Plan

http://www.epw.senate.gov/water.pdf

Appendix V: Clean Air Act

Document stored: N:\EMACommon\Debris Plan

http://www.epw.senate.gov/envlaws/cleanair.pdf

Appendix W: Endangered Species Act

Document stored: N:\EMACommon\Debris Plan

http://www.fws.gov/endangered/esa-library/pdf/ESAall.pdf

Appendix X: 36 CFR Part 800

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http://www.achp.gov/regs-rev04.pdf

Appendix Y: Executive Order 12898

Document stored: N:\EMACommon\Debris Plan

http://www.archives.gov/federal-register/executive-orders/pdf/12898.pdf

Appendix Z: EPD Rules on Solid Waste Management

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http://www.dca.state.ga.us/development/EnvironmentalManagement/programs/downloads/EPDsolidWasteRules.pdf

Appendix AA: FEMA-325 Debris Management Guide Question and Answer Section

The US Department of Homeland Security/Federal Emergency Management Agency has developed the Debris Management Guide to encourage state and local governments to "take a proactive approach to coordinating and managing debris removal operations as part of their overall emergency management plan." This Debris Management Guide (the FEMA-325 Guide) incorporates "best practices" in debris removal and ti reflects FEMA eligibility criteria for public assistance funds. The debris management plans developed and resulting activities are to be carried out in compliance with local, State, and Federal laws for debris management, otherwise Federal aid is jeopardized. It may be necessary to review the page and/or section from which the question arises for contextual purposes:

Questions and **Answers**

CHAPTER 3- DEBRIS REMOVAL FROM PUBLIC PROPERTY

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Q: Will the pick-up of demolition debris (which may include hazardous waste or asbestos) by municipalities and/or their contractors from roadside right-of-ways, drainage systems, and other areas require prior approval or permitting from the Environmental Protection Division?

A: No, the pick-up of demolition debris will not require prior approval or permitting from EPD. However, the ultimate disposal of the debris will require approval or permitting from EPD.

Q: Will the retrieval and proper disposal of orphan drums, pump of water contaminated with hazardous materials, control or stabilization of oil or other hazardous material releases, and clean-up and disposal of hazardous materials require special contractors, approvals or permits?

A: Yes, the proper disposal of various hazardous wastes must be in compliance with Georgia and Federal hazardous waste regulations.

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Q: Will the extraction of mercury, oils, capacitors, or refrigerants from White Goods require approvals or permits?

A: Yes, the proper disposal of mercury, oils and capacitors (possibly containing PCB-containing oils) must be in compliance with Georgia and Federal hazardous waste regulations. Mercury can be found in switches and relays in refrigeration, cooking, and air conditioning equipment. Extraction and disposal of mercury-containing switches is subject to the Federal Universal Waste Rule; this rule is designed to reduce the amount of hazardous waste items in the municipal solid waste stream, encourage recycling and proper disposal of certain common hazardous wastes, and reduce the

regulatory burden on businesses that generate these wastes. With regard to mercury, the Federal Universal Waste Rule includes thermostats and some lamps (e.g., fluorescent, high intensity discharge (HID), mercury vapor).

The collection of oils from White Goods should be recycled. Collect oil/fluids in a closed container labeled "Used Oil." Have your used oil/fluids transported by a transporter with an EPA ID Number and obtain a receipt or Bill of Lading showing the amount of oil shipped off-site.

The collection of Freon from refrigeration compressors (including freezers, chillers, and air conditioners) should be in compliance with federal Clean Air Act regulations. These regulations include the requirement that technicians servicing and disposing of air conditioning and refrigeration equipment observe best practices to reduce emissions of ozone-depleting chemicals and obtain certification through an EPA-approved testing organization.

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Q: Will the pick-up and disposal of animal carcasses and other putrescent debris require prior approval, and is the Division in concurrence with plans developed by NRCS to dispose of dead animal carcasses?

A: The disposal of dead animals must be in compliance with the Georgia Department of Agriculture rules (Chapter 40-13-5) and the Environmental Protection Division rules for solid waste and air quality. Methods for disposing of dead animals include: (1) landfill, (2) incineration, (3) burial, (4) composting, (5) rendering, or (6) burning. No animals shall be abandoned in wells, open pits, or surface waters of any kind. For landfilling, permission must be granted by a landfill manager to dispose of dead animals in a Division-approved landfill. For incineration, any incinerator and its use must comply with the Division's air quality regulations and all carcasses must be reduced to ashes.

To bury dead animals will require many special considerations. These requirements include

a) burial location over 100 feet from any well or prosed well or any water supply line,
b) 15 horizontal feet from any edge of an embankment,
c) 100 horizontal feet from any seasonal high water level of any water body (lake, pond, stream),
d) burial sites must have moderate or slow soil permeability and be at least 1 foot above seasonal high groundwater elevation,
e) burial sites cannot be in 100-year flood plains, drainage ways, sinkholes, gullies, ravines, or dry stream beds,
f) pits must conform to Georgia Department of Agriculture requirements.

If composting is used to dispose of dead animals, its use must be consistent with USDA's Natural Resource Conversation Service's technical guidance. Compost temperatures should be between 130°F and 160°F and checked at least every other day.

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