



*Fayette*  
COUNTY

"WHERE QUALITY  
IS A LIFESTYLE"

**PURCHASING DEPARTMENT**  
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July 21, 2014

**Subject: RFP #P906 Debris Removal Addendum #1**

Gentlemen/Ladies:

Included herein is additional information and clarification for the above referenced request for proposals. Please consider all of this information when preparing your proposal.

1. Under paragraphs 21 and 22, the county discusses bid, payment and performance bonding requirements. Since this is a pre-event contract, there is no requirement for a bid bond. However, if the county desires that the bid bond be required, then, in that event, it should comply with the statutory requirements found in 44 CFR Part 13\_36(h) which requires a 5% bid bond. (See also FEMA 325 Part 1 Chapter 2 under "Additional Contract Requirements). Further, and with regard to the payment and performance bonds, the references make clear that the bonding requirement is 100% (See also FEMA 9580.201 Attachment 1). Although the RFP states that the bonds should be for the "estimated value", FEMA and the Office of Inspector General recognize that an estimate is never accurate. It is for that reason that the bonds are stated as a percentage. It is suggested that the changes be made to conform to the statutory requirements.

**Response: Bid Bond:** 44 CFR 13.36 (h) says, "*Bonding requirements. For construction or facility improvement contracts exceeding the simplified acquisition threshold.*" Debris removal would not seem to fit the category of construction or facility improvement. So this provision apparently would not apply.

A review of other local governments' RFP's for debris removal shows that, of those who do require bid bonds, there is no consensus on specific requirements. For example, one from North Carolina required a bid bond of \$5,000. Another from Georgia required a bid bond in the amount of \$375,000. Since (1) this is not a construction or facility improvement contract, (2) a bid bond is not required, and (3) the very nature, size, and other specifics of a future event requiring debris removal are not known, we believe that there is no hard-and-fast rule to follow if we do require a bid bond. In determining the amount to require, we ascertain what we believe to be the amount of financial damage if

the low bidder were to fail to execute the resulting agreement. Therefore, we believe that the bid bond requirement as written is sound.

**Payment and Performance Bond:** We would agree with the concept that performance and payment bonds should appropriately be provided in the amount of the payments to be made under the contract. After a disaster, but before the work is actually done, the authorized amount of a contract is, by its very nature, an estimate. Requirements for payment and performance bonds, regardless of the wording in the Terms and Conditions, will be unavoidably based on these estimates.

It is intended that bonds are to be provided for 100% of the estimated charges. To clarify this intent, wording in the Terms and Conditions is modified as follows:

**22. Performance and Payment Bonds:** Bids shall include a letter of commitment from an approved surety, which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570). The letter shall confirm the intention of the surety to provide performance and payment bond in the event of mobilization. The bond is required within 24 hours of mobilization, and shall be in the amount of 100% of the contracted work.

2. Paragraph 32 addresses termination for cause or convenience. While the provision generally conforms to the applicable guidance from DHS/FEMA, the county has injected a thirty (30) day notice requirement. While this notice is quite generous, it is important to the county to adequately protect itself. If the contractor is providing defective performance or non-performance as suggested, why allow such defective performance to continue for thirty (30) more days? The better solution is to provide written notice of the defects in performance and allow a nominal time (Perhaps five (5) to seven (7) days to take corrective action or face termination for cause. Secondly, termination for convenience does not require a thirty (30) day grace period. Otherwise it defeats the purpose of the convenience clause. If the convenience clause is activated, a one (1) week notice should be sufficient.

**Response:** Paragraph #32 in the Terms and Conditions is a standard clause used by the county. The Terms and Conditions were reviewed by the County Attorney prior to release of this Request for Proposals. Based on these facts, it has been decided to keep the provisions intact at this point in time.

3. For the first 70 hours pricing sheet, insufficient space is provided for various types of equipment. For example, Item D, dump trucks, there are at least five (5) or more grades of dump trucks by size gradation typically used. The same is true for dozers/ graders. Is it permissible to substitute an alternative pricing sheet that includes all of the equipment/personnel listings required plus additional equipment types? In addition, Item P (Roll off containers or dumpsters) is problematic. Placing such containers without strict control and oversight invites ineligible debris entering the debris stream thus jeopardizing reimbursement. If the intent is that the roll offs simply be loaded by the crews then hauled off, there should be no problem.

**Response:** Yes, it is permissible to substitute a pricing sheet that provides you with the room you require to list all of your equipment and personnel. You must use the same general format, in order to facilitate price comparisons.

Regarding the roll-off containers, you may choose to include them in your proposal or not. How you propose to do the work will help to decide the type of equipment you propose to use.

4. A. For the vegetative unit pricing, what is the average haul distance to the DMS that can be anticipated? FEMA 325 and FEMA 9580.201 Attachment 2 provide guidance as to the preferred method of pricing. It is permissible to request incremental pricing (0-15 miles; 15-30 miles etc) and then request an overall price regardless of distance.

**Response:** Fayette is a relatively small county. Based on review of the map, there would seem to be a relatively small probability that any trip would be over 15 miles. For this reason, it was decided to request one haul price, rather than incremental trip prices.

- B. While the RFP addresses vegetative hauling, site management and reduction techniques, it does not address final loading and haul out of the vegetative debris. The county needs to add the category/element.

**Response:** The County's goal is to chip, burn, or otherwise dispose of the debris. This would eliminate the need for final loading and haul out. There is no prohibition, however, to including this additional category in your proposal.

- C. Construction and demolition debris has the same issues as vegetation above with regard to haul distance issues and clarification. There are additional issues, however. For example, why haul C&D to a DMS? Hauling C&D to a DMS risks inadvertent introduction of soil and water contamination. Reduction is apparently not anticipated because it is not included as a pricing element. In addition, there is no pricing element for removal to final disposal. Finally, who will be responsible for the tipping fees? Typically, either the county will be responsible for the tipping fees directly or the contractor will be required to initially pay the fees to be reimbursed at actual cost.

**Response:** Responsibility for the various types of tipping fees is as follows:

- Vegetative debris: The County normally receives vegetative tipping fees. They will be waived for this purpose.
- Metal and other recyclable materials: Our waste management contractor does not charge fees for this category, because they receive proceeds from recycling the materials.
- Autos and other items with hazardous materials: It will be the successful company's responsibility to remove Freon from refrigerators, and to perform other tasks necessary when disposing of items that contain hazardous materials.
- Construction debris: The successful company will be responsible for tipping fees for roofing, siding, and other construction materials.

D. Is it fair to assume that the county will be responsible for selecting and permitting the DMS locations?

**Response:** Yes, the county will be responsible.

Received by \_\_\_\_\_ Company \_\_\_\_\_

**Note: If this addendum is not returned to the Fayette County Purchasing Department or if it is returned not signed, all respondents shall still be responsible for the requirements of this addendum and the specifications or changes herein.**

**The opening date for this request for proposal has not changed.** The opening date will be 3:00 p.m. Tuesday, August 5, 2014. Proposal must be received in the Purchasing Department at the address listed above in Suite 204 on or before the opening date.

If you have already submitted a proposal, it **will** be opened and read on the opening date. If you would not like your proposal opened at all or should you desire to submit a new proposal, your original proposal must be picked up, or you must notify the Fayette County Purchasing Department **in writing** at the address above of your desire to not have your proposal opened.

Thank you for your attention to this matter.

Sincerely,



Ted L. Burgess  
Director of Purchasing

TLB/tcb