

Fayette
COUNTY

"WHERE QUALITY
IS A LIFESTYLE"

PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST, STE 204
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-305-5420
www.fayettecountyga.gov

August 15, 2014

Subject: RFP #P907 Debris Monitoring Service Addendum #2

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. **Question:** What is the purpose of the six-hour response time?

Response: The purpose of the debris clearing and removal contract (RFP 906) is really two-fold. Part one being response for the successful contractor to supplement local public works departments and mutual aid partners in accessing areas affected by a disaster during the first push (first 70 hours of the event). Police and emergency services often need to access the affected area and debris often prevents this. The successful contractor will be required to be onsite clearing debris from roadways and affected access areas within 6 hours. After the first 70 hours the successful contractor should be on site with the appropriate equipment and personnel to begin the debris removal and monitoring process.

2. **Question:** Is there a mutual aid agreement?

Response: Yes with all cities within Fayette County and Counties that border it as well. Fayette also has signed the statewide mutual aid agreement. Municipal or county mutual aid agreements would be enacted and exhausted prior to the contract being enacted.

3. **Question:** Addendum #1 referred to a DMS site as final disposition? Distinguish between DMS site and final disposition site.

Response: All debris will be transported to the Fayette County Transfer station for final processing and disposal located on 1st Manassas Mile Rd.

4. **Question:** Is it ok to propose technology other than that indicated on the pricing sheets (e.g. scanning technology [3D imaging])?

Response: The county wants to consider any new technology that will help to accomplish the goals of protecting life, health, and property, and restoring public services quickly and economically. Toward this end, we will consider technology other than that indicated on the pricing sheets. For proposal purposes, these should be proposed as Exceptions. In order to receive due consideration, the proposal must adequately explain what the technology is. It must also clearly show savings, avoided costs, or otherwise why it is an improvement over traditional equipment or processes. Indicate which items on the Price Proposal sheet, if any, would be needed less or not at all.

5. **Question:** Will we allow other counties to “piggyback” on this contract?

Response: This contract will allow all jurisdictions within the county to utilize the resulting contract as written.

6. **Question:** Can Pollution Insurance be provided instead of Environmental Professional Liability Insurance?

Response: Pollution insurance and environmental professional liability insurance are different products, designed to cover different risks. For this reason, the county will accept only the environmental professional liability insurance, as stated in the Request for Proposals.

7. **Question:** Can a cashier’s check be provided in lieu of bid bonds?

Response: Proposals may include a cashier’s check or bank-issued certified check in lieu of a bid bond.

8. **Question {DEBRIS MONITORING}:** In the pricing sheet the positions of Crew Monitor, Debris Site Monitor, and Tower Monitor are all shown, along with estimated hours of 2500, 800, and 800 respectively. Sometimes position titles can be misinterpreted with regards to an organization’s actual intent, and we want to clearly understand the County’s descriptions for these three positions so as to properly price them. Therefore, for clarification purposes so they’ll be no misunderstanding of the County’s intent, would you please provide your description of the duties and responsibilities for these three positions?

Response: Definitions can be found in FEMA Publication 327, FEMA Public Assistance Debris Monitoring Guide.

9. **Question {DEBRIS MONITORING}:** With regards to General Terms and Conditions Item #23, Liquidated Damages, will the County please clarify what constitutes “ready to commence work”? This element of the RFP is directly related to the statement found in Project Understanding, Methodology and

Approach which requires the firm to be “on-site and ready to begin operations” within 6 hours of notification by the County. The specific language is:

Provide a guaranteed response time, once notified by the owner, to mobilize and be on-site and ready to begin operations. Inasmuch as mobilization and response time is of vital concern in a disaster or emergency situation, a response time of more than six (6) hours will not be acceptable, and will be considered nonresponsive to this RFP.

Specifically, is having a single individual of the Debris Monitor’s team onsite and working for the County considered “ready to commence work” and “ready to begin operations,” or does it mean having the entire Debris Monitoring team onsite, including all debris monitors? The contractor will certainly not be available to begin a debris removal operation within 6 hours, so having the entire Debris Monitoring team onsite wouldn’t seem to apply. Having a single Debris Monitor team representative onsite and available to the County would seem to be a more appropriate requirement.

Response: It is correct that the entire Debris Monitoring team would not need to be onsite in the first 70 hours. For clarification, it will be required that a Debris Monitor team representative be onsite to begin preparations within the first six hours after notification by the owner.

10. **Question** {DEBRIS CLEARING & REMOVAL}: I am writing you after reading the Addendum #1 dated 7/21; specifically with regards to Item #3 and the County’s published response.

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.

The above text essentially establishes a debris removal and disposal scenario under which Time & Material (T&M) costs during the first 70 hours would not be applicable. As per FEMA guidance (Fact Sheet RP9580.201_Debris Contracting Guidance), the first 70 hours are intended for *debris clearance* under T&M costs; it is not intended for *debris removal* operations.

“Payments based on time and material costs are limited to work performed during the first 70 hours of actual work following a disaster event. Note: FEMA will typically only reimburse applicants for a time and materials contract for eligible debris clearance during the first 70 hours following a declared disaster. After 70 hours of work, the applicant should have sufficient information on the scope of work necessary to complete debris collection and disposal, and a basis for estimating a reasonable cost for the contract work to effectively solicit a lump sum or unit price contract. For some types of debris work time and materials contracts may be the most cost-effective and best suited to the type of work. Applicants should work closely with the State and FEMA when awarding such contracts to ensure eligibility requirements are met.”

In debris clearance operations, debris is not collected and removed, but rather roads are simply cleared of the debris so as to allow for vehicular traffic by placing the debris onto the roadway's shoulder. This is also called “Initial Push” or “Cut ‘n’ Toss” operations. If any collection and disposal operations take place, FEMA will expect it to be paid under the unit rates for debris removal and disposal.

I mention this because there is no need for a contractor to provide unit rates for loading and hauling equipment for the first 70 hours of work, as debris clearance does not involve removal and disposal. Under the scenario as published in your RFP and addendum, the County potentially opens itself to FEMA reducing the contract rates used during the first 70 hours to those found in FEMA's Cost Code Rates sheet, if they are less. Alternatively, the County could consider establishing the composition of a typical Debris Clearance Crew and asking the contractors to provide a unit rate for the crew as a whole. A typical Debris Clearance Crew could consist of:

- 1 piece of equipment (front end loader or bobcat) with operator used to move debris from the roadway.
- 2 chainsaws with operators used to cut debris into more manageable sizes or to cut fallen trees at the ROW line.
- 2-3 laborers used for tossing manageable debris off the ROW.
- All required MOT is to be included and is incidental to the Crew rate.

Response: The Price Proposal sheet for the first 70 hours is corrected and updated to reflect the information provided by this question (attached with RFP #P906 Debris Removal, Addendum #3). Specifically, items such as roll-off containers or dumpsters, power screens, grinders and chippers, and other equipment not needed for the first 70 hours of debris clearing have been deleted.

11. **Question** {DEBRIS CLEARING & REMOVAL}: I have received and reviewed Addendum 1 from Mr. Burgess. The addendum misquotes 44 CFR Part 13_36(h). It is a *frequent problem* throughout recovery projects. If you review the actual language, there is an "or" after construction or facilities regarding the simplified purchasing procedures. It is the most overlooked aspect of the statute. If you look at FEMA 325 Part 1 Chapter 2 under "Costs", there is an additional paragraph entitled "Additional Contract Requirements".

A review of that language shows that it quotes the referenced statute ie "or exceeding the simplified purchasing procedures". The RFP does not require a bid bond which is acceptable since it is a stand by or pre-event contract.

The addendum also states that the contractor will be responsible for the tipping fees for C&D material. Is this a direct pass through cost? By that I mean, we simply provide the certified disposal receipts and the county reimburses at actual cost? If not, and the contractor must include the disposal fees in his unit pricing, that will cause a problem with FEMA. They will conduct a "reasonableness" evaluation. The inclusion of tipping fees in the unit pricing will skew the costs much higher than neighboring jurisdictions. Secondly, it invites fraud as contractors in the past have included the tipping fees in the unit pricing and then illegally buried the debris. The direct pass through method or direct responsibility for the tipping fees are the preferred methods for FEMA.

Response:

- a) *Bid Bond*: We appreciate the potential bidder's efforts to comply with all relevant federal requirements. We are not aware of a local government which experienced the federal government requiring a specific value for an optional bid bond. We strive to continuously improve our processes, and will continue to make enhancements to the RFP as we learn from our own experiences and through others. At this stage in the process, we feel it prudent to not change the instructions for this RFP. Therefore, the amount of bid bond required will remain at \$5,000.
- b) *Tipping Fee*: Payments for disposal of construction and demolition (C&D) materials will be handled as a pass-through cost. The county will reimburse the contractor for actual costs upon presentation of receipts. Also, to augment information provided by Addendum #1 regarding "Autos and other items with hazardous materials," the contractor must remove hazardous materials and dispose of all such items in an appropriate, approved manner.

12. **Question** {DEBRIS CLEARING & REMOVAL}: Will estimated quantities be provided in addendum 3, for the debris reduction section? The way these are broken up will affect the overall price for the proposal.

Response: Please see the attached updated Price Proposal sheet for estimated hours (attached with RFP #P906 Debris Removal, Addendum #3). Estimated units for work after the first 70 hours were included in the original RFP.

13. **Question:** Should the term "Notification of an Event" located on page 12, be interpreted as a Notice to Proceed? If not, what is Fayette County's definition of the Notification of an Event.?"

Response: When the Board of Commissioners awards the contract to the successful contractor, the county will issue a Notice of Award. In the event of a disaster and Fayette County wishes to enact the contract, the county will issue a Notice to Proceed. This will notify the successful contractor that the event has occurred, and that the county requests to contractor to mobilize and begin operations. Please note that Item #14 of the Terms and Conditions of

Both RFP #906 and #907 say," Notice to Proceed: The owners shall not be liable for payment of any work done or any costs incurred by any offeror prior to the county issuing a written notice to proceed."

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.

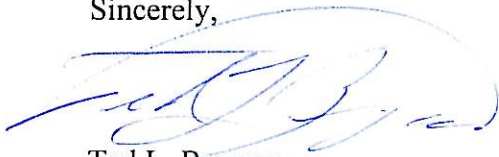
The opening date for this request for proposal has changed. The new opening date will be 3:00 p.m. Thursday, September 4, 2014. Proposal must be received in the Purchasing Department at the address listed above in Suite 204 on or before the new opening date.

It is important that the opening date for this proposal request not continue to be delayed and this contract be completely awarded for the start date of October 27, 2014. To that end, no additional questions will be entertained.

If you have already submitted a proposal, it **will** be opened and read on the new opening date. If you would not like your proposal opened or should you desire to submit a new proposal, you must notify Trina Barwicks, Contract Administrator **in writing** by email at: tbarwicks@fayettecountyga.gov or fax to: (770) 719-5515, 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