

**REQUEST FOR PROPOSALS
FOR
JOHNSON COUNTY, KENTUCKY**



**DEBRIS REMOVAL AND
DISPOSAL SERVICES**

**PROPOSAL DUE
MARCH 6, 2025
AT 10:00 AM EST**

JOHNSON COUNTY, KENTUCKY
REQUEST FOR PROPOSAL
Debris Removal & Disposal Services

PURPOSE

Johnson County, Kentucky (hereinafter, “County”) has experienced damages due to a flooding event occurring in February 2025 (2025-0638). In order to recover, the Johnson County Fiscal Court seeks to establish a contract with a qualified and experienced disaster debris removal and disposal contractor (hereinafter “Contractor”) for immediate work via this Request for Proposals.

The services requested in this RFP are for the collection, sorting, loading, and hauling of C&D debris and white goods from the right-of-way (ROW) to a landfill, unless directed by the County to dispose of the debris at another County approved final disposal site.

PROPOSAL DEADLINE: **Thursday, March 6, 2025 at 10:00 AM EST**

DELIVERY ADDRESS:

PO Box 868
230 Court Street, Suite 201
Paintsville, Kentucky 41240

CONTACT INFORMATION

Dual Point of contact for this proposal: Please copy both contacts on emails.

1. Mark McKenzie, County Judge-Executive: mmckenzie@johnsoncountyky.com
2. ER Assist Grant Manager: ky-johnson@erassist.com

GENERAL TERMS & INFORMATION:

Proposals and all required documents are due to the Johnson County Judge-Executive’s Office at the aforementioned Delivery Address no later than **March 6, 2025 at 10:00 AM**, local time (EST).

Proposals received after the closing time will not be accepted. Multiple submittals from the same entity will not be accepted.

Contractor proposers are cautioned that they are responsible for the delivery of their proposal at the stated due date/time at the specified address. If the proposal is delivered by an express mail carrier or by any other means, it is the proposer’s responsibility to ensure delivery. The County will not be responsible for deliveries made to any place other than the specified address. Late deliveries or mail delays will be rejected as non-responsive regardless of the reason for delay.

Proposals may be mailed or hand delivered. Offers by telephone, fax or email will not be accepted. Telephoned, faxed or emailed proposals shall be rejected as non-responsive regardless of whether the fax or email is received.

Addenda regarding this RFP will be posted to www.erassist.com/work/. Proposers are responsible for obtaining addenda and are advised to check the website frequently.

All proposals must be properly certified by the entity bidding for the work and signed by an officer, director or owner that has authority to bind and commit the Contractor to perform said work and services.

Proposals should contain enough information for the County to make an evaluation; however, overly complex or excessive proposals will be a burden to the proposal scoring committee and should be avoided.

Award is scheduled to occur at the Johnson County Fiscal Court meeting March 10, 2025 at 4:45 p.m. at the Johnson County Fiscal Court office located at 230 Court Street, Suite 201, Paintsville, KY 41240. The meeting will be open to the public.

SUBMISSION FORMAT

- **Proposals are paper-based,**
- **5 copies of technical proposal,**
- **1 copy of price proposal,**
- **1 copy of additional documents (see below)**
- **Please mark the outside of the envelope or FedEx package with: PROPOSAL FOR DEBRIS CLEANUP.**

Additional Documents - Required

- Attachments 1-9 signed by an officer, director or owner that has authority to bind and commit the Contractor to perform said work and services and to certify the truthfulness and accuracy of the confirmations and declarations requested.
- A Bid Bond in the amount of five percent (5%) of the total bid is required (mandatory) upon submission of proposal. A company check is acceptable (cashier's check is not required). The contractor is responsible for ensuring delivery to the Judge-Executive's office by the submission deadline.
- Copy of Contractor's Drug-Free Policy

Johnson County complies with all civil rights provisions and federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the County does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment of the County's programs and activities, as well as the County's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the County's nondiscrimination policies may be directed to the County Judge-Executive.

Johnson County encourages all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, Johnson County encourages all general contractors to subcontract portions of their contract to qualified small, minority and women business enterprises.

This RFP may be used by other agencies under cooperative agreements.

RIGHTS OF JOHNSON COUNTY IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the County, under Commonwealth law and County ordinances, the County specifically reserves the following:

- a) The County reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b) The County reserves the right to select the proposal it believes will serve the best interest of the County.
- c) The County reserves the right to accept or reject any or all proposals.
- d) The County reserves the right to cancel the entire request for proposal.
- e) The County reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f) The County reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.
- g) The County reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

CONFLICT OF INTEREST:

The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder.

WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submission based on a written request from an authorized representative of the firm; however, a proposal shall not be withdrawn after the time set for the proposal.

LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the Commonwealth of Kentucky apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as

applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: “Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.”

COUNTY INDEMNIFICATION:

The successful Proposer(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the County.

CANCELLATION:

The County reserves the right to cancel this request for proposal without cause and for any reason.

ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR

MERGERS:

a) The selected contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the County. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.

b) In the event of a corporate acquisition and/or merger, the selected contractor shall provide written notice to the County within thirty (30) calendar days of the selected contractor’s notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for the purpose of this Agreement.

LOBBYING:

Lobbying of selection committee members, County employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder’s/proposer’s/protestor’s staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the County and shall be prohibited until either an

award is final or the protest is finally resolved by the County; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the County Clerk to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

ADDITIONAL REQUIREMENTS:

The County reserves the right to request additional services relating to this RFP from the Proposer. When approved by the County as an amendment to the contract and authorized in writing prior to work, the selected contractor shall provide such additional requirements as may become necessary.

OTHER GENERAL CONDITIONS:

- a) Proposers must provide the County with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer.
- b) The County reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c) This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the County to pay for any costs incurred by the Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. Johnson County shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d) At the discretion of the County, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- e) Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit an RFP's content or to exclude any relevant or essential data.
- f) Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this request for proposals or a resulting contract shall be controlled by Kentucky law in the Circuit Court of Johnson County, Kentucky. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

SCOPE OF WORK FOR DEBRIS REMOVAL

1.0 GENERAL

- 1.1 The purpose of this contract is to remove and dispose of all eligible debris from FEMA eligible County Maintained Right of Ways (ROW). This contract will be awarded on a 120-day basis, and may, at the County's discretion, be extended until June 30, 2025. In addition, it may, at the County's discretion, have 3 additional two-year contract extensions.
- 1.2 Haul and Dispose. The work shall consist of clearing, separating, and removing any and all eligible debris, including ROW of streets and roads. Work shall include: (1) examining and sorting debris to determine whether or not debris is eligible; (2) loading and sorting the debris; (3) hauling the eligible debris to an approved Debris Site. Ineligible debris shall not be loaded, hauled, or dumped under this contract. The County shall be immediately notified of any ineligible debris located at the ROW for collection.
- 1.3 Debris collected must fall within the guidelines of the FEMA PA Guide FP-104-009-2 [Public Assistance Program and Policy Guide Version 5](#). Only that part of the debris that lies within the ROW shall be removed.
- 1.4 The Contractor shall not enter private property during the performance of this contract, unless specifically authorized by the County in writing. Contractor shall note that a portion of the project will occur in residential areas. The Contractor shall exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The Contractor shall repair any damages caused to private property by the Contractor's equipment in a timely manner at no expense to the County. The debris work area shall be left clear of debris and cleaned, as reasonably and practical under the conditions of this project.
- 1.5 All equipment shall be approved by the County prior to use via truck certification. No tracked equipment (rubber or steel) can be used on roads.
- 1.6 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state and local governments or agencies, or of any public utilities.
- 1.7 The County and governmental agencies reserve the right to inspect vehicles, equipment, debris site(s), and to verify quantities, and review operations at any time.
- 1.8 All work shall be accomplished in a safe manner in accordance with OSHA standards.

2.0 LOAD TICKETS

2.1 E-Tickets. No work will be paid unless the work is monitored and ticketed. The e-ticket system, or if manual tickets are used, the paper ticket, shall contain the following information:

- Ticket Number
- Contract Number
- Contractor Name
- Date
- Truck or Roll-off Container Number
- Truck Capacity
- Point of Debris Collection
- Loading Departure Time
- Dump Arrival Time
- Percent of Load
- Actual Debris Volume
- Debris Eligibility
- Type of Debris

3.0 DEBRIS CLASSIFICATION

3.1 Eligible Debris. Eligible debris is defined as debris eligible for reimbursement under the FEMA Public Assistance Grant Program (FP 104-009-2 Public Assistance Program and Policy Guide (PAPPG) V5 (January 6, 2025)).

3.2 C&D (Construction & Demolition) Debris. FEMA defines C&D Debris as “damaged components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, concrete, fully cured asphalt, equipment, furnishings, and fixtures (FEMA Debris Monitoring Guide, p. 16).” The C&D Debris must be disaster-generated and may not be mixed with debris from construction projects underway prior to the storm or with debris generated as a result of remodeling that occurred after the storm. Only C&D Debris that was disaster-generated and that presents an immediate threat will be eligible for reimbursement. C&D should not contain Hazardous Waste.

3.3 White Goods. FEMA defines White Goods as air conditioners, dishwashers, freezers, refrigerators, stoves, washers and dryers, and water heaters. Contractor will be responsible for Loading, Haul and Final Disposal of White Goods from collection points to landfill, unless directed by the County to use another County approved final disposal site. White goods must not be mixed with debris from construction projects underway prior to the storm or with debris generated as a result of remodeling that occurred after the storm. Only White goods that were disaster-generated will be eligible for reimbursement.

3.4 Household Hazardous Waste. Household hazardous waste, if incidentally collected as part of C&D shall be separated as part of the C&D unit cost. Haul out of household hazardous waste is not part of this RFP.

3.5 Hazardous Waste. Hazardous waste, if incidentally collected as part of C&D, shall be separated as part of the C&D unit cost. Collection of hazardous waste is not part of this RFP. Haul out of hazardous waste is not part of this RFP. (check if this statement applies)

4.0 EQUIPMENT AND PERSONNEL AVAILABLE FOR PERFORMANCE

- 4.1 Debris removal is imperative to the health and safety and economic recovery of the county. Please do not respond to this RFP if you will not be able to fully provide services to Johnson County.

5.0 PERFORMANCE SCHEDULE

- 5.1 The Contractor shall commence performance within twenty-four (24) hours of receipt of notice to proceed or on the specified date provided by the County, but the contractor shall not commence performance until given notice to do so.
- 5.2 Prior to commencing debris removal operations, Contractor shall, with the County's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 2-day and 7-day projection.
- 5.3 All activity associated with debris operations shall be performed between 30 minutes before sunrise and 30 minutes after sunset in the affected areas. The County will determine work days.
- 5.4 Due to timeline requirements for federal reimbursement, the maximum allowable time for completion shall be 180 calendar days from the incident date/weather event date unless the County initiates additions or deletions to the contract by written change orders.

6.0 EQUIPMENT

- 6.1 All trucks and other equipment must follow all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back up alarms. Any truck used to haul debris should be capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" x 6" boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the County. The Contractor shall provide means to rapidly unload any trailer that does not have a means for dumping. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. Plastic webbing is not acceptable for a tailgate. All hauling equipment shall be measured for its load capacity. The County may inspect equipment at any time and determine if equipment is not suitable for debris operations.
- 6.2 Trucks and other heavy equipment designated for use under this contract shall be equipped with placards identifying they are working on the County's debris project.
- 6.3 Prior to commencing debris removal operations, the Contractor shall present to the County all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer will be measured to determine the load capacity. Each truck or trailer shall be numbered and clearly display the load capacity for identification with a permanent

marking. The County may, at any time, request that the trucks be re-measured. The Contractor shall notify the County each time a new truck, trailer or container is to be used under this contract. No capacity can exceed 100% of the measured volume.

- 6.4 Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Any “volunteer” or unpaid work in the jurisdiction of the County must be done with written approval of the County.
- 6.5 Loading equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) as well as non-rubber-tired equipment must be approved by the County.
- 6.6 The Contractor’s staff shall familiarize themselves with all bridge postings in the County and shall comply with the load posting signage in place while transporting debris.

7.0 REPORTING

- 7.1 The Contractor shall submit a report to the County each morning for the previous day for the term of the contract. Each report shall contain, at a minimum, the following:
 - 7.1.1. Number and types of trucks in operation from previous day
 - 7.1.2. Daily and cumulative totals of debris removed
 - 7.1.3. Estimate of total haul in and cumulative percentage (%) of work complete
- 7.2 Discrepancies between the daily operational report and the corresponding load tickets shall be reconciled no later than 5pm. the following day.
- 7.3 The contractor shall submit a morning report for the current day's operations. This report shall contain at a minimum:
 - 7.3.1. Number of trucks running that day
 - 7.3.2. Type of trucks
 - 7.3.3. Locations or zones of trucks

8.0 OTHER CONSIDERATIONS

- 8.1 The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor’s personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 8.2 The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors’ or any subcontractors’ actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional costs to the County.

- 8.3 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with OSHA standards.
- 8.4 The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the Contractor commencing operations.
- 8.5 The County may suspend Contractor operations due to inclement weather. The performance period may be extended for weather delays.
- 8.6 The Contractor shall employ as many local residents and subcontractors as possible as part of this contract. A resource list will be provided to the Contractor upon request of the County.
- 8.7 The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- 8.8 The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 8.9 The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5) insofar as it may apply to this contract. The majority of work under this contract is expected to be performed under the FEMA Public Assistance program. FP 104-009-2 Public Assistance Program and Policy Guide (PAPPG) V5 (January 6, 2025) states Davis Bacon Act does not apply to the FEMA Public Assistance Program.
- 8.10 The Contractor shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 – 330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 8.11 The Contractor shall permit access by the County and the government agencies including the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 8.12 The Contractor shall retain all required records for three years after the County or the relevant government agencies make final payments and all other pending matters are closed.
- 8.13 Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33

U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

- 8.14 The Contractor shall comply with any other applicable federal, state or local regulations.
- 8.15 The Contractor shall adhere to mandatory standards and policies on energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 8.16 Contractor shall be listed within the Federal System for Award Management (SAM) website (www.sam.gov).
- 8.17 Contractor shall not subcontract with any parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.”
- 8.18 Contractor shall certify that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Contractor shall require all subcontractors to submit these same certifications.
- 8.19 Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 8.20 Contractor shall plan for subcontractor participation per FEMA FP-104-009-2. Contractor shall conduct all necessary affirmative steps to ensure the use of disadvantaged, minority, and women’s business enterprises, and labor surplus area firms when possible.

9.0 FINAL DISPOSITION

- 9.1 C&D debris will be taken to the landfill, unless directed otherwise by the County.

10.0 MEASUREMENT

- 10.1 Unit Measurement for all debris removed shall be as indicated on the Certification and Price Proposal Form, which is appended hereto as Attachment 1. This is determined by

the eligible debris delivered to the dumpsite, as supported and documented by the load tickets

11.0 INSURANCE

- 11.1 Prior to signing of contract, Contractor agrees to furnish the County with all applicable certificates of insurance.
- 11.2 The Contractor shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments.
- 11.3 The Contractor shall save and hold the County harmless from and against all liability, claims and demands on account of personal injuries (including without limitation workers' compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the Contractor, any subcontractor, agent or employee.
- 11.4 Within 24 hours following signing of contract, Contractor shall provide copies of insurance policies including all endorsements.
 - 11.4.1. Commercial General Liability – in the amount of two million dollars (\$2,000,000.00) aggregate/one million dollars (\$1,000,000.00) per occurrence. The General Aggregate limit shall either apply separately to the resulting Contractor or shall be at least twice the required occurrence limit.
 - 11.4.2. Comprehensive Automobile and Motor Vehicle Liability – covering any automotive equipment to be used in performance of the service, with a minimum limit in the amount of One Million Dollars (\$1,000,000.00) per occurrence combined single limit /any auto. Physical Damage Insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles.
 - 11.4.3. Worker's Compensation – Proposer shall provide a policy with employer's liability coverage with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for each accident or illness. The Worker's Compensation policy shall state that it cannot be canceled or materially changed without first giving thirty (30) days prior notice thereof in writing to the County. Firms having owner/operators that have filed a "Notice of Election to be Exempt" shall supply a signed copy of said notice. Any such exemption shall meet the requirements that qualify for an exemption under the applicable Worker's Compensation law.
- 11.5 Conditions: Each insurance policy shall include the following conditions by endorsement to the policy

- 11.5.1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal or any material change in coverages or limits, a notice thereof shall be given to the County by a certified mail. Contractor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer, and nothing contained herein shall absolve the Contractor of this requirement to provide notice.
- 11.5.2. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums. The term “Owner” and/or “County” shall include all Authorities, Boards, Bureaus, Commissions, Division, Departments and Offices of the County and individual members, elected officials, employees thereof in their official capacities, and/or while acting on behalf of the County.
- 11.5.3. County shall be named as an additionally insured on all policies of insurance. The policy clause “Other insurance” shall not apply to any insurance coverage currently held by the County to any future coverage, or to the County’s Self-Insured Retentions as, if any of whatever nature.
- 11.5.4. A Bid Bond in the amount of five percent (5%) of the total bid is required (mandatory) upon submission of proposal. A company check is acceptable (cashier’s check is not required). The contractor is responsible for ensuring delivery to the Judge-Executive’s office by the submission deadline stated in this RFP.
- 11.5.5. A performance bond is not required.

12.0 PAYMENT

- 12.1 Work will be invoiced on a monthly basis, with separate invoices for FEMA grant performance periods (e.g. 100% federal share reimbursement time period shall be invoiced separately from standard federal share performance period). Tickets/work done with an interlocal agreement (e.g., for City within County) should either be separate invoices or separate line items on the invoice. Invoice shall be based on reconciled tickets as per the debris monitor. Invoice unit fees will be based on the unit pricing submitted and certified by the Contractor in the Price Proposal Form in this RFP.
- 12.2 Payment for reconciled invoices will be paid within 45 days after approval from the County. Time is of the essence to the performance hereunder, and the County shall recover from the Contractor any delay costs caused by the acts or omissions of the Contractor or its agents. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. No late payment interest shall be due and owing for payments withheld in good faith for reasonable cause.
- 12.3 For reasonable cause and/or when satisfactory progress has not been achieved by the Contractor during any period for which a payment is to be made, the County may retain a

percentage of said payment, not to exceed 10% of the contract value to ensure performance of the contract. Said cause and progress shall be determined by the County, based on assessment of any past performance of the Contractor and the likelihood that such performance will continue. Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.

- 12.4 The County may withhold payment or final payment for reasons including, but not limited to the following: damage to County or private property, unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

13.0 CHANGES, ADDITIONS, DEDUCTIONS AND EXTRA WORK

- 13.1 Upon proper action by the County, the County's authorized agent may authorize changes, additions or deductions from the work to be performed by written notice to the Contractor. No extra work shall be performed or any obligation incurred except upon written order by the County's authorized agent. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, under this contract, the County's authorized agent shall make an equitable adjustment and modify the contract in writing.

14.0 TERMINATION OF THE CONTRACT

- 14.1 Work conducted under contract awarded from this RFP may be terminated at any time for the convenience of the County. The County agrees to pay the contractor for all work completed through the termination date, as verified by the debris monitor.
- 14.2 Work conducted under contract awarded from this RFP shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise if the Contractor fails to cure any other deficiency identified by the County's authorized agent within 24 hours of delivery of notice of said deficiency. The County retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to, any legal process necessary to obtain relief against any sureties securing this contract. Any reasonable attorney's fee incurred by the County in enforcing this contract will be paid by the Contractor. Jurisdiction for all legal proceedings shall be the courts of Johnson County, Kentucky.

15.0 WARRANTIES AND REPRESENTATION

- 15.1 This contract is binding upon and inure to the benefit of the County or its assigns and is the whole agreement of the parties and governed by the Law of the Commonwealth of Kentucky.

- 15.2 The Contractor shall comply with all federal, state, and local laws, ordinances, and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The Contractor further certifies he or she is eligible to perform this contract under local and federal law, is not now and has never been debarred from performing federal or state government contracts, and that all subcontractors used in the performance of this contract have the same qualification.
- 15.3 It shall be an affirmative duty of any proposing contractor to raise an objection to any term or item omitted or included in this RFP that said contractor feels is a violation of federal or state law at least 48 hours prior to the submission deadline. Failure to raise such objection within the time allowed shall be deemed a waiver of said omission or inclusion by the contractor.
- 16.0 DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS**
- 16.1 When the Contractor's work does not conform to the Contract requirements completely, a deficiency exists. If a deficiency(s) is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.
- 16.2 Corrective Actions. If deficiencies are identified, the County must act to correct these deficiencies using one, or in some cases a combination of, the following:
- 16.2.1. Stop unsafe work. The County's authorized agent may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.
 - 16.2.2. Issue a Stop Work Order. If the County's authorized agent determines the deficiency is serious, the County can issue a stop work order.
 - 16.2.3. Reduced Value Deduction. The County may reduce the contract price to reflect the reduced value of the services performed. This method is normally used when the work is performed by the County or another contractor rather than the Contractor under this contract. The amount of the deduction is equal to the value of the service(s) not performed. As appropriate, calculation of deductions for certain deficiencies will be made using approved methods included in the Contract provision entitled "Inspection of Services."
 - 16.2.4. The Contract may be terminated.
 - 16.2.5. The County may discuss corrective actions with the Contractor to prevent future occurrences.
- 16.3 The County's authorized agent will notify the Contractor, in writing, of any observed noncompliance with the aforementioned federal, state, or local laws or regulations. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, the Contractor shall immediately inform the County's authorized agent of proposed corrective action and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the County's authorized

agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor.

17.0 NOTICES

- 17.1 At the time of the award, the Contractor shall designate, in writing, a Contractor's Representative (CR) to receive any notice required hereunder and who shall be available at the local work site in the County, during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the County's authorized agent at the time of award.
- 17.2 The County individual authorized to receive any notice required hereunder shall be the County's authorized representative. Said notice must be hand delivered during normal business hours to the County's authorized representative.

18.0 OTHER CONTRACTS

- 18.1 The County reserves the right to issue other contracts, direct other contractors, or perform similar duties to work within the area included in this contract.

19.0 REQUIRED CONFIRMATIONS & CERTIFICATIONS

- 1.1 The following forms are provided as attachments to this RFP. All attachments must be signed by the Authorized Signatory and be true and accurate.
- Attachment 1: Certification and Price Proposal Form
 - Attachment 2: References
 - Attachment 3: Subcontractors
 - Attachment 4: FORM 200.321 AFFIRMATIVE STEPS
 - Attachment 5: CONFLICT/NON-CONFLICT OF INTEREST STATEMENT
 - Attachment 6: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION
 - Attachment 7: DRUG-FREE WORKPLACE AFFIDAVIT
 - Attachment 8: CERTIFICATION REGARDING LOBBYING
 - Attachment 9: NON-COLLUSION DECLARATION

20.0 MINOR IRREGULARITIES

- 20.1 The evaluation committee reserves the right to waive minor irregularities.

21.0 CONTRACT TIMEFRAME

- 21.1 This contract will be awarded on a 120-day basis, and may, at the County's discretion, be extended until June 30, 2025. In addition, it may, at the County's discretion, have 3 additional two-year contract extensions.

22.0 **PROPOSAL EVALUATION CRITERIA**

22.1 Below are the criteria that will be used by the County to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the Criteria Scoring Sheet shown below.

PROPOSAL EVALUATION CRITERIA	
CRITERIA	POINTS
Contractor's Experience, Past Performance, Credentials of Contractor and Team <ul style="list-style-type: none">▪ Experience in debris removal and disposal▪ Experience with federal reimbursement programs▪ Familiarity with damage and roads of County▪ Current and past performance record of contractor and subcontractors	25
Proposal/Work Plan <ul style="list-style-type: none">▪ General work plan as well as specific plan for County▪ Communication plan for/with the County▪ Stated guarantee of availability of equipment according to the specification requirements in RFP Section 6.0: <i>Equipment</i>.▪ Availability and ability of key personnel to perform contract operations	30
Price – Contractor's Cost Proposal Score Calculated as Follows: [1 - (B-A)/A] x C = Final Cost Score A - the lowest Offeror's cost B - the Offeror's cost being scored C - the maximum number of cost points available <i>Note: If the formula results in a negative number (which will occur when the Offeror's cost is more than twice the lowest cost), zero points shall be assigned.</i>	30
References	15
Total Score	100
Interviews (Optional at County's discretion)	20
Total with Interviews	120

Attachment 1: Certification and Price Proposal Form (2 pages)

Proposing Certification: I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the rates quoted in my Proposal. I agree that my Proposal will remain in effect for a period of up to one hundred eighty (180) days.

I agree to abide by all conditions of this Proposal and understand that a background investigation may be conducted prior to award.

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

I certify this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service. I further certify that no officer, employee or agent of Johnson County or of any other Proposer has a financial interest in this Proposal. I further certify that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Business Name

Business Address

Office Phone

Point of Contact (POC) Name

POC Email

Cell Phone

Name of Signatory Authority

Title of Signatory Authority

Authorized Signature

Date

PRICE PROPOSAL FORM					
Johnson County - Debris Removal and Disposal Services					
<p>Quantities listed are <u>estimates only</u>.</p> <p>Unit costs offered shall be all-inclusive.</p> <p>Any and all tipping fees shall be either passed through with no markup or billed directly to the County.</p> <p>Final Disposal Site: Landfill unless directed otherwise by the County.</p>					
#	Description	Unit	Proposed Cost per Unit	Estimated Qty	Extended Price (Proposed Cost x Est. Qty.)
1	C&D Debris: Collect, Load and Haul to Final Disposal of C&D. Tipping Fees not included (tipping fees either passed through with no markup or billed directly to the County)	CY		2,000	
2	White Goods: Collect, Load, and Haul to Final Disposal Site	EACH		50	
END OF LINE ITEMS					
Annual Cost % increase per fiscal year (if contract is extended).				_____ %	

Attachment 2: REFERENCES

Provide three references for which the firm has performed services within the past five (5) years that are similar to the requirements in the Scope of Services. Client references for prime and subcontractors other than those appearing below may be checked as well. Additional sheet or alternate form may be used.

Client Name	Contact Name/Phone/Email	Description of Project

Attachment 3: SUBCONTRACTOR LIST

List any subcontractors here. Use an additional page or alternate form if necessary.

Attachment 4: 200.321 Affirmative Steps

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS §200.321

Johnson County is required to take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. If contractors use subcontractors, they are required to take the following affirmative steps:

- Placing qualified enterprises on solicitation lists
- Assuring that enterprises are solicited whenever they are potential sources
- Dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by enterprises
- Establishing delivery schedules, where the requirement permits, which encourage participation by enterprises
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

Name of Signatory Authority

Title of Signatory Authority

Authorized Signature

Date

**Attachment 5: CONFLICT/NON-CONFLICT OF INTEREST
STATEMENT**

CHECK ONE

[] To the best of our knowledge, the undersigned proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[] The undersigned proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Failure to check the appropriate blocks above may result in disqualification of your proposal. Selecting potential conflict does not disqualify a proposer; however, additional information will need to be provided.

Name of Signatory Authority

Title of Signatory Authority

Authorized Signature

Date

**Attachment 6: CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION**

Neither the entity nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Name of Signatory Authority

Title of Signatory Authority

Authorized Signature

Date

Attachment 7: DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned vendor hereby certifies that:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace; the business's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the drug-free workplace statement.
4. In the statement specified in drug-free workplace statement, notify the employees that as a condition of working on the commodities or contractual services that are under bid the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Name of Signatory Authority

Title of Signatory Authority

Authorized Signature

Date

Attachment 8: CERTIFICATION REGARDING LOBBYING

The undersigned certifies that, to the best of his or her knowledge and belief, that:

1. No Federally 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 an agency, a Member of Congress, an officer or employee of Congress, or an 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 cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
3. The undersigned shall require that the language of this certification be included in the award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative 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 section 1352, title 31 U.S. Code. 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.

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 the provisions of 31 U.S.C. Chap 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Name of Signatory Authority

Title of Signatory Authority

Authorized Signature

Date

Attachment 9: NON-COLLUSION DECLARATION

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the applicable laws that the foregoing is true and correct.

Name of Signatory Authority

Title of Signatory Authority

Authorized Signature

Date