



Macon-Bibb County, Georgia

INVITATION FOR BIDS

FOR

Debris Monitoring Services

990-60
990-30

BID NUMBER: 23-031-NT

ISSUED: March 1, 2023

BIDS DUE NO LATER THAN 12:00 NOON ON MONDAY, March 30, 2023

Macon-Bibb County Procurement Department
City Hall
700 Poplar Street, Suite 308
Macon, Georgia 31201

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FORMS PROVIDED:

- BID FORM
- BIDDER QUALIFICATION FORM
- FINANCIAL & LEGAL STABILITY STATEMENT
- LIST OF SUB-CONTRACTORS
- BIDDER MINORITY PARTICIPATION GOAL
- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-VERIFY) AFFIDAVIT

ATTACHMENTS:

- A – REQUIRED SUBMITTAL DOCUMENTS & BID PRICE FORM
- B – SAMPLE NON-RENEWAL LETTER

END OF TABLE OF CONTENTS

Debris Monitoring Services

GENERAL

A. Invitation

1. Notice is hereby given that the Macon-Bibb County Board of Commissioners will receive sealed bids in the Procurement Department, Suite 308, Macon-Bibb Government Center, 700 Poplar Street, Macon, Georgia 31201, until **12:00 o'clock NOON** at the time legally prevailing in Macon, Georgia on **March 30, 2023**, for **Debris Monitoring Services** for the Macon-Bibb County, Georgia.
2. **NO BIDS WILL BE ACCEPTED AFTER THIS DESIGNATED TIME.**
3. Bids will be publicly opened in the Macon-Bibb County Procurement Department Conference Room on Thursday **March 30, 2023**, at **2:00 pm**.
4. Minority, Women Owned and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE subcontractors where possible. Small and other disadvantaged businesses requiring assistance with the competitive process can contact Cherish Stephens, of Small Business Affairs at (478) 803-2806 or cstephens2@maconbibb.us

B. Bid Documents

1. Bid documents may be examined and obtained at the Macon-Bibb County Procurement Department, Suite 308, City Hall, 700 Poplar Street, Macon, Georgia 31201, by calling (478) 803-0554, or may be viewed and downloaded from one of the links included below:
Georgia Procurement Registry website
http://ssl.doas.state.ga.us/PRSapp/PR_custom_index.jsp?agency=61100
Macon-Bibb County Procurement Page www.maconbibb.us/purchasing

C. Pre-Bid

A pre-submittal conference is scheduled for **Wednesday, March 22, 2023 @ 10:00 am** 700 Poplar Street, Macon-Bibb Procurement Conference Room 3rd Floor. This conference is **Not Mandatory**; to submit a bid.

D. Questions and Answers

There will be a Questions and Answers Zoom call on Monday, **March 27, 2023**, 10:00 am. **No questions will be received after the Zoom meeting.**

<https://us06web.zoom.us/j/88507441632?pwd=VEQ2eER2RzJsL1JsOVpncDYzOFJKUT09>

E. Sealed Bids

1. Envelopes shall be identified on the outside as
“Bid 23-031-NT Debris Monitoring Services”
and delivered by hand or mailed to:
Macon-Bibb County Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31201
Attn: Nan Tharpe

D. Validity

2. No bid may be withdrawn for a period of sixty (60) days after time has been called on date of bid opening.

E. Contract Award

3. The contract, if awarded, will be based on Total Bid Price.
4. Guidelines in the award of this contract will be Section 36-10-2.2, Official Code of Georgia Annotated.
5. Upon award of the Contract, a pre-construction meeting will be held to discuss the project and to establish a schedule of work.

G. Surety

6. Licensed to do business in the State of Georgia.

H. Payment Conditions

7. The Project Manager for Debris Removal will collect material tickets, measure, and inspect work completed to date on said job and report to the Project Manager for payment.
8. A 10% retainage will be withheld from each payment until final payment is made. The Owner will only pay for items used and actual work performed.
9. Change orders are issued for any variance from contract or plan sheets.
10. Any unauthorized work or material change will not be paid for unless a change order has been issued.

I. Excise Taxes

11. Any material that is to be incorporated into the work of this project may be consigned to Macon-Bibb County in care of the contractor. If the shipping papers show clearly that any such materials is so consigned, the shipment shall be exempt from the tax on transportation of property under the provisions of Section 3478(b) of the Internal Revenue Code, as amended by Public Law 180-78th Congress.
12. The Contractor shall pay all transportation charges.
13. Each bidder shall take this exemption into account in calculating his bid.

J Insurance Requirements

All deductibles shall be paid for by the Contractor.

Required Insurance Coverages. The Contractor also agrees to purchase and have the authorized agent state on the insurance certificate that the Contractor has purchased the following types of insurance coverages, consistent with the policies and requirements of O.C.G.A. 50-21-37.

The minimum required coverages and liability limits are as follows:

Workers' Compensation Insurance. The Contractor agrees to provide, at a minimum, Workers' Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Workers' compensation stating the contractor qualifies to pay its own workers' compensation claims.

The Contractor shall require all Trade Contractors/Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Workers' compensation Coverage and shall submit a certificate on the letterhead of the Contractor in the following language:

This is to certify that all trade contractors/subcontractors performing work on this Project are covered by their own workers' compensation insurance or are covered by the Contractor's workers' compensation insurance.

Employers' Liability Insurance. The Contractor shall also maintain Employer's Liability Insurance Coverage with limits of at least:

- | | | |
|-------|---------------------------------|--------------------------------|
| (i) | Bodily Injury by Accident | \$1,000,000 each accident |
| (ii) | Bodily Injury by Disease | \$1,000,000 each employee; and |
| (iii) | Bodily Injury/Disease aggregate | \$1,000,000 each accident |

The Contractor shall require all Trade Contractors/Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and shall submit a certificate on the letterhead of the Contractor in the following language.

This is to certify that all trade contractors/subcontractors performing work on this Project are covered by their own Employers Liability Insurance Coverage or are covered by the Contractor's Employers Liability Insurance Coverage.

Commercial General Liability Insurance. The Contractor shall provide Commercial General Liability Insurance (2001 ISO Occurrence Form or equivalent) that shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The CGL policy must include separate aggregate limits per Project and shall provide at a minimum the following limits:

Coverage	Limits
1. Premises and Operations	\$1,000,000 per Occurrence
2. Products and Completed Operations	\$1,000,000 per Occurrence
3. Personal Injury	\$1,000,000 per Occurrence
4. Contractual	\$1,000,000 per Occurrence
5. General Aggregate	\$2,000,000 per Project

Additional Requirements for Commercial General Liability Insurance are as follows:

Commercial business Automobile Liability Insurance. The Contractor shall provide commercial business Automobile Liability Insurance that shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, or hired automobile. The commercial business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 combined Single Limits for each accident.

Additional Requirements for Commercial Business Automobile Liability Insurance are as follows:

Commercial Umbrella Liability Insurance. The Contractor shall provide a commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employers' Liability to satisfy the minimum limits set forth herein. The umbrella coverage shall follow form with the Umbrella limits required as follows:

**For contract Amounts Less
Then \$5,000,000:**

\$2,000,000 per Occurrence
\$4,000,000 Aggregate

**For Contract Amounts Equal to
or Greater than \$5,000,000:**

\$2,000,000 per Occurrence
\$10,000,000 Aggregate

Additional Requirements for Commercial Umbrella Liability Insurance are as follows:

Additional Requirements for Commercial Policies

- (a) The policy shall name as additional Insureds the officers, members, and employees of the Owner and the Using Agency.
- (b) The policy must be on an "occurrence" basis.

Builders Risk Insurance. Contractor shall provide a Builder's Risk Policy to be made payable to the Owner and contractor, as their interests may appear. The policy amount should be equal to 100% of the Contract Sum, written on a Builder's Risk "All Risk", or its equivalent. The policy shall be endorsed as follows:

The following may occur without diminishing, changing, altering or otherwise affecting that coverage and protection afforded the insured under this policy:

- (i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; and
- (ii) Partial or complete occupancy by Owner; and
- (iii) Performance of work in connection with construction operations insured by the Owner, by agents or lessees or other Contractors of the Owner or Using Agency.

In the event that the contract is for renovation, addition or modification of an existing structure and Builders Risk Insurance is not available, the Owner will accept an Installation Floater Insurance Policy with the above endorsement in lieu of the Builders' Risk Insurance Policy. Such floater must insure loss to materials and equipment prior to acceptance by Owner and must be on an ALL-RISK BASIS with the policy written on a specific job site.

Disposition of Insurance Documents. One original certificate of insurance with all endorsements attached must be deposited with Owner for each insurance policy required.

Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein shall not terminate until the Design Professional/Architect

has executed the Certificate of Material Completion.

Failure of Insurers. The Contractor is responsible for any delay resulting from the failure of his insurance carriers to furnish proof of proper coverage in the prescribed form.

Additional Insured: Contractor shall add Owner and Architect as an additional insured under the commercial general and automobile policies.

II. INSTRUCTIONS TO BIDDERS

A. Definitions

1. Wherever the term “Owner”, “County”, or “Macon-Bibb County” occur in these specifications, it shall mean Macon-Bibb County, a political subdivision of the State of Georgia acting through the Macon-Bibb County Board of Commissioners.
2. Wherever the term “Project Manager” occurs in these specifications, it shall mean the Project Manager of the Owner, or his representative.
3. Wherever the term “work” occurs in these specifications, it shall mean the work as defined herein, including, all labor, materials, equipment, transportation, and supervision necessary to complete the contract.

B. Bidder’s Representation

1. Each bidder, by making his bid, represents that he has:
 - a) Read and understands the bidding documents; and,
 - b) Visited the site and become familiar with the local conditions under which the work is to be performed.
 - (1) Bidders shall examine the areas wherein work of this project is to be carried out and shall take into consideration all conditions that might affect his work.
 - (a) Failure of the bidder to inspect firsthand the areas affected by work in this project shall not relieve him of the obligation to comply fully with the scope of the work as defined herein.
 - (b) No consideration will be given any claim based on lack of knowledge of existing conditions, except where the Contract Documents make definite provisions for adjustment of cost or extension of time due to existing conditions that cannot be readily ascertained.

C. Document Discrepancies

1. Should the bidder find discrepancies in, or omissions from the documents, he shall at once notify the Macon-Bibb County Procurement Department.
2. Requests for Interpretations of Drawings and Specifications shall be made in writing to the Macon-Bibb County Procurement Department not later than seven (7) days prior to receipt of bids, email preferred to ntharpe@maconbibb.us
3. Any subsequent instructions to bidders will be issued in the form of addenda to the specifications and sent to the bidder. All addenda shall be enumerated in the Bid Form.
4. All definitions set forth in the specifications are applicable to this Instruction to Bidders, the Bid Form and the proposed Contract Documents including, but not limited to, drawings,

project manual, and any addenda issued prior to receipt of bids.

- a) Addenda are written or graphic instruments issued prior to the execution of the Contract that may modify or interpret the bidding documents by deletion, additions, clarifications, or corrections.
- b) Addenda will become part of the Contract Documents when the Construction Contract is executed.

D. Submittals

1. In order for bids to be considered, the complete bid document package shall be submitted including each of the following completed documents.
 - a) Bid Form
 - b) Bidder's Qualification Form
 - c) Financial & Legal Stability Statement
 - d) List of Sub-Contractors
 - e) Minority Participation Goal
 - f) Bid Bond in amount of 5% of the total base bid
 - g) E-Verify Affidavit
 - h) Debarment Form

E. Reservations

1. The bidder acknowledges that Macon-Bibb County reserves full freedom (in addition to the right to reject any and all bids) in awarding bids to consider all available factors including, but not limited to, price, the provision of needed and unneeded features, usefulness to the using department and prior County experience. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required submittals on the date required by the bidding documents, or if the bid is in any way incomplete or irregular. Hence the County may award bids to other than the lowest bidder if in the judgment of the Board of Commissioners the interest of the County will be best served by award to another.

III. SPECIAL CONDITIONS

A. General

1. All work to be performed as part of this specification shall comply with all codes, ordinances, and regulations applicable to the contract, including, but not limited to:
 - a) International Building Code
 - b) State and Local Building Code
 - c) Georgia Department of Transportation (D.O.T.)
 - d) Occupational Safety and Health Administration (OSHA)
 - e) Other Federal, State, or Local Codes

B. SCOPE OF SERVICES

Monitoring Debris Removal Operations

The selected vendor(s) will provide Macon-Bibb County with 24/7 emergency contact information so that immediately before or after a major disaster event the vendor can be contacted to ascertain their availability.

Under this contract, work shall consist of coordinating and mobilizing an appropriate number of staff, as determined by the Emergency Support Function (ESF) 16 Debris Management. Work shall also include the monitoring and oversight of debris removers as they remove of any and all “Eligible” debris as most currently defined (at the time written notice to proceed is issued to the Service Provider) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable State and Federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the ESF 16 Debris Management.

Eligibility also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. For FEMA to determine the eligibility of debris removal operations, the debris monitoring contractor must document and provide debris types, quantities, reduction methods, and pickup and disposal locations. Macon-Bibb County requires the debris monitoring contractor to provide oversight for all contracted debris removal operations to document this information and ensure that the debris removal contractor removes only eligible debris.

Activation of the Service Provider Contract

During the procurement process each vendor submitting a bid will be rated on the scored scale based on four categories:

- Experience
- Timeline
- Project Approach
- Price

Each of these categories will have a score value assigned to them. The bidding vendors will be rated on each category from their bid packages. If a section of the bid package is missing that category will receive no points. The scoring points will then be added together for a final score. The vendors will then be ordered in descending order with the vendor receiving the highest score first.

Once a disaster is imminent or has immediately happened Macon-Bibb EMA will contact the first vendor on the list, and they will have the first right of refusal for the debris contract. If the first vendor on the list turns down the contract, the next vendor of the list will be contacted, and the process will repeat. Macon-Bibb County will have a maximum of five (5) vendors on the activation list. If more than five (5) vendors bid on the contract, then Macon-Bibb County will keep the top five (5) vendors with the highest scores.

The debris monitoring contractor may use force account resources (including temporary hires), contractors, or a combination of these for monitoring. It is not necessary, or cost-effective, to have Professional Engineers or other certified professionals perform debris monitoring duties. Macon-Bibb County considers costs unreasonable when associated with the use of staff that are more highly qualified than necessary for the associated work. If the Applicant uses staff with professional qualifications to conduct debris monitoring, it must document the reason it needed staff with those qualifications.

- (1) Assist in the selection and permitting of Temporary Debris Management Site (TDMS) locations and any other permitting/regulatory issues as necessary.
- (2) Field supervisory oversight and scheduling work for all team members and contractors daily.
- (3) Hiring, scheduling, and managing field staff. Field supervisory oversight
- (4) Monitoring debris removal contractor operations and making/implementing recommendations to improve efficiency and speed up debris removal work.
- (5) Assisting the County with responding to public concerns and comments regarding debris operations.
- (6) Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- (7) Entering load tickets, photographs, and other associated debris data into a secure database application.
- (8) Digitization of source documentation (such as load tickets and photographs).
- (9) Producing daily operational reports to keep the County informed of work progress.
- (10) Development of maps, GIS applications, etc. as necessary.
- (11) Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
- (12) Monitoring contracted debris removal at both the loading, reduction, and disposal sites.
- (13) Training debris monitors on debris removal operations, monitoring responsibilities and documentation processes, and FEMA debris eligibility criteria.
- (14) Compiling documentation, such as load tickets and monitor reports, to substantiate eligible debris.
- (15) Project worksheet and other pertinent report preparation required for reimbursement by FEMA, GEMA/HS and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.
- (16) Producing an invoice report every 30 days after start of the contract to keep the county updated on current costs.
- (17) Coordinating daily briefings, work progress, staffing, and other key items with County staff members.

Work Area

1. The Contractor shall confine his operations to as small an area as possible, using only the areas designated for on-site storage.
2. The Contractor shall protect all surrounding adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways and fences along or adjacent to the work. Should damage occur, the Contractor shall restore, at his expense, any such property damage or injuries by his operations to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed by, and to the satisfaction of the Owner.
3. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the Owner may, after forty-eight (48) hours written notice, contact Macon-Bibb County. Contractors' failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

C. Underground Utilities (If Applicable)

1. The Contractor shall verify all underground utilities and their locations prior to commencing any work under this contract. Damages to underground utilities, and costs to repair same, shall be the responsibility of the Contractor.

D. Traffic Control (If Applicable)

1. It shall be the responsibility of the Contractor to maintain traffic by utilizing adequate construction signs and flagmen at all times.
2. The Contractor shall furnish, install, maintain and eventually remove all traffic control devices necessary to properly protect and divert traffic. Such barricades and detour signs shall be illuminated at night.
3. All costs associated with traffic control shall be the responsibility of the Contractor.
4. The Contractor shall assume all responsibility for damages resulting from the failure of the signs and/or barricades to properly protect the work from traffic.

E. Erosion Control

1. The Contractor shall control all erosion by incorporating temporary grassing, mulch, baled straw, or silt fencing wherever required.

F. Vandalism

1. The Contractor shall take every precaution not to leave equipment and materials where they can be reached and used for defacing new or existing work at any time.

G. Material Disposal

1. The Contractor shall allow no trash, dirt, stumps, tree trunks, or excess material to accumulate and shall be responsible for removing same from the premises.
 - a) Such items shall be disposed of off the premises.
 - b) Burning of material on the site will not be permitted.
 - c) All costs of removing trash shall be the responsibility of the Contractor.
 - d) Place and method of disposal shall be the responsibility of the Contractor.

H. Extension of Time

1. In the event the work under this project is delayed by neglect, delay, or default of any other Contractor or the Owner, or by any damage which is the result of an Act of God, or by a general strike of the employees, the Contractor shall have reason to claim for delay and request an extension of time to complete the contract.

I. Inspection

1. The Project Manager may appoint inspectors to inspect all materials used and all work performed. Such inspection may extend to all or any part of the work and to the preparation of manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge, or relax the provisions of this specification, nor will they be authorized to approve or accept any portion of the completed work or to issue instruction contrary to the plans and specifications. The inspector shall have authority to reject defective material and to suspend work that is being improperly done, subject to the final decision of the Project Manager.
2. It is mutually agreed between the parties to the contract that to prevent all disputes and misunderstandings between them in relation to any of the provisions contained in these specifications, or their performance by either of said parties, the Project Manager shall serve as the referee to decide all matters of construction of the specifications and of the terms of the contract, and as to all matters arising or growing out of said contract and his decision shall be final and binding upon both parties.
3. The Project Manager shall have free access to all parts of the work, and to all material intended for use in the work. The work will be inspected as it progresses, but failure to reject or condemn defective work at the time it is done will in no way prevent its rejection whenever it is discovered before the work is finally accepted and approved, nor will final acceptance and approval constitute waiver by the County of any right of action for defective work or the failure to perform the contract according to its terms.

Addendum Acknowledgement Form

1. We have examined the Specifications, related documents, and the site of the proposed Work, and are familiar with all the conditions surrounding this project, including the availability of materials and labor, and hereby bid to furnish all materials and labor, and to complete the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under these Specifications, of which this bid is part.

2. **ADDENDUM RECEIPT:**
 - a. We acknowledge our responsibility to ensure that all addenda have been received prior to the submission of a bid.
 - b. Bidder acknowledges receipt of the following addenda:

Addendum No. __ Dated _____ -
Addendum No. __ Dated _____ -
Addendum No. __ Dated _____ -

2. We agree to commence actual physical work on site, with an adequate force and equipment within the timeframe presented in the specifications and to complete fully all work within the stated timeframe following notice to proceed.

4. We agree that this bid may not be revoked or withdrawn after the time set for the opening of bids and shall remain open for acceptance for a period of sixty (60) days following such time.

5. In case of written notification by mail, telegraph, or delivery of the acceptance of this bid within sixty (60) days after the time set for the opening of bids, the undersigned agrees to execute within ten (10) days a Contract for the Work for the below stated compensation and at the same time to furnish and deliver to the Owner a Performance Bond and a Payment Bond, both in an amount equal to one-hundred-percent (100%) of the Contract Sum.

6. Enclosed herewith is a Bid Bond in the amount of five-percent (5%) of the total base bid. We agree that the above stated amount is the proper measure of liquidated damages that the Owner will sustain by the failure of the undersigned to execute the Contract and to furnish the Performance Bond and the Payment Bond.

7. If this bid is accepted within sixty (60) days after the date set for the opening of bids and we fail to execute the Contract within ten (10) days after written notice of such acceptance or if we fail to furnish both a Performance Bond and a Payment Bond, the obligation of the bond will remain in full force and affect and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, the obligation of the bond will be null and void.

8. We hereby certify that we have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly, entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

9. We understand the total bid price to be inclusive of all materials, labor, equipment, and other provisions

Respectfully Submitted,

Authorized Signature: _____ Dated: _____ -
Typed Name: _____ Title: _____ -

BID FORM

COST PROPOSAL FORM

The hourly labor rates listed below shall include all applicable overhead and profit. All non-labor related project costs will be billed to Macon-Bibb County at cost without mark-up.

DISASTER DEBRIS MONITORING SERVICES

POSITIONS	HOURLY RATE
Project Manager	\$ _____
Operations Managers	\$ _____
GIS Analyst	\$ _____
Environmental Specialist	\$ _____
Field Supervisors	\$ _____
Data Manager	\$ _____
Debris Site/Tower Monitors	\$ _____
Crew Monitors	\$ _____
Load Ticket Data Entry Clerks (QA/QC)	\$ _____
Project Coordinators	\$ _____
Administrators	\$ _____

Average Hourly Rate: \$ _____

A price must be provided for each line item for bid to be considered.

All work performed under this bid and the resulting contract shall be in strict compliance with the project plans and specifications.

Respectfully Submitted,

Authorized Signature: _____ Dated: _____

Typed Name: _____ Title: _____