

Town of Johnson, VT
802.635.2611

REQUEST FOR PROPOSALS (RFP)
DISASTER DEBRIS REMOVAL SERVICES

RFP #2023-01

Advertisement Date: July 20, 2023

REQUEST FOR PROPOSALS (RFP)

Solicitation documents and Addenda are available on the Town of Johnson, VT website at www.townofjohnson.com and VT Bid Registry at <http://www.vermontbusinessregistry.com/>

RFP NUMBER:	2023-01
RFP TITLE:	DISASTER DEBRIS REMOVAL SERVICES
RELEASE DATE:	THURSDAY, JULY 20, 2023 @ 6:30 PM EST
NON - MANDATORY PRE-BID MEETING:	FRIDAY, JULY 21, 2023 @ 1:00 PM EST
WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:	Not Available for this request
ADDENDUMS AND RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:	Not Available for this request
RFP DUE DATE/TIME:	FRIDAY, JULY 21, 2023 @ 6:30 PM EST
EVALUATION COMMITTEE MEETING:	FRIDAY, JULY 21, 2023 @ 6:30 PM EST
POSTING OF SHORTLISTED VENDORS	Not Available for this request
PRESENTATIONS & FINAL RANKING:	Not Available for this request
RECOMMENDATION TO SELECTBOARD:	FRIDAY, JULY 21, 2023 @ 6:30 PM EST
DIRECT ALL INQUIRES TO:	Carl Rogers Phone: (802) 635-2611 Email:tojadministrator@townofjohnson.com
BID DELIVERY LOCATION:	Town of Johnson 293 Lower Main West Johnson, VT 05656 Email:tojadministrator@townofjohnson.com

***Dates in this schedule occurring after the RFP Due Date and Time may be amended by the Town in its sole discretion and no rights shall accrue to any Proposer due to such amendment. Proposer may not rely on dates after Due Date and Time until confirmed by the Town.**

Late bids will not be considered. **The Town Clerk time stamp shall be conclusive as to the timeliness of filing.** Facsimile submissions will not be accepted. The Town of Johnson is not liable for any costs incurred by a bidder in responding to this solicitation.

It is the intent and purpose of the Town of Johnson to promote competitive bidding. **All communication regarding this solicitation shall be submitted in writing to the contact listed above.**

The Town of Johnson reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposal received, to re-advertise for proposals, or to take any other such actions that may be deemed to be in the best interest of the Town. The Town anticipates entering into a written contract with the proposer who submits the proposal judged by the Town to be the most beneficial, responsible, and most responsive.

LOCAL VENDORS: The Town of Johnson encourages active participation by local vendors.

MINORITY / WOMEN'S / PARTICIPATION: The Town of Johnson, in accordance with the requirements as stated in 2 CFR 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. The prime contractor must take affirmative steps and if subcontracts are to be let, through a prime contractor, that subcontractor is required to also take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. 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.

1. INTRODUCTION

The Town of Johnson, Vermont (Town) is seeking proposals from qualified firms, hereinafter referred to as the Contractor or Disaster Debris Removal Services (DDRS), to provide debris removal services as outlined with the terms, conditions, and specifications contained in this Request for Proposals (RFP). All services must be rendered in accordance with the Title 2 Code of Federal Regulations (C.F.R.) Part 200, and all other federal requirement standards to receive federal reimbursement funding. Please refer to the following website for further information on federal requirements <https://www.ecfr.gov>. Please note the following: This solicitation is not a request for Disaster Debris Monitoring Services.

The Town of Johnson (Town) was chartered in 1792 and is located in the north central Vermont. The Town spans approximately 45.1 square miles and is home to approximately 3,552 residents. Johnson is predominantly a residential community and is home to Northern Vermont University, the Vermont Arts Centers, Vermont Electric Cooperative and many small businesses. Commercial development in the Town is along the State Route 15.

The Town operates under the Selectboard/Administrator form of government and employs approximately 18 employees. The Town Selectboard is comprised of five member representing all residents.

2. NON-MANDATORY PRE-PROPOSAL CONFERENCE

A Non-Mandatory Pre-Proposal Conference On-Site Meeting will be held on **Friday, July 21, 2023 @ 1:00 PM EST**. All interested Contractors may appear at the Johnson Municipal Office with no pre-registration required. There is no virtual option for this conference.

3. QUESTIONS AND INQUIRIES ON THIS SOLICITATION

Not available for this request.

4. ELIGIBILITY

To be eligible to respond to this solicitation, the proposing firm or principals must demonstrate that they, or the principals assigned to the project, have successfully provided services similar in nature to those specified in the Scope of Services and experience in emergency management projects, to adequately serve the residents of the Town of Johnson.

5. AGREEMENT TERM AND RENEWALS

The initial contract term shall be for a period of one (1) day. The Town reserves the right to renew the contract for two (2) additional days. The option for renewal shall only be exercised upon mutual written agreement by both parties and upon approval by the Town Selectboard. All terms, conditions and unit prices shall remain the same as the original agreement, unless mutually agreed upon in writing.

6. INSURANCE REQUIREMENTS

Certificates of Insurance reflecting evidence of the required insurance shall be submitted to the Town prior to arrival for town service after notification of award of the contract/agreement. Proposer's failure to provide the Town the applicable Certificates of Insurance shall provide for basis for the termination of the contract/agreement.

The Certificates shall contain a provision that all coverage afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the Town. Policies shall be issued by companies authorized to do business under the laws of the State of Vermont.

Responder shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

Yes No

X _____

Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

- A. Bodily Injury:
 - a. Each occurrence \$1,000,000
 - b. Annual aggregate \$2,000,000

- B. Property Damage:
 - a. Each occurrence \$1,000,000
 - b. Annual aggregate \$2,000,000

- C. Personal Injury:
 - a. Annual aggregate \$1,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The Town of Johnson must be shown as an additional insured with respect to this coverage. The TOWN's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

Workers' Compensation and Employers' Liability Insurance covering all employees and/or volunteers of the Responder engaged in the performance of the scope of work associated with the Agreement. In the case any work is sublet, the Responder shall require the sub consultants similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Responder. Coverage for the Responder and all sub consultants shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers' Liability: Coverage B \$500,000 Each Accident
 \$500,000 Disease – Policy Limit
 \$500,000 Disease – Each Employee

If Responder claims to be exempt from this requirement, Consultant shall provide Town proof of such exemption along with a written request for Town to exempt Responder, written on Responder's letterhead.

Yes No

Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$2,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the Town.

Yes No

Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under the Agreement with a combined single limit liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
 Combined Single Limit (Each Accident) - \$500,000
2. Hired Autos (Symbol 8)
 Combined Single Limit (Each Accident) - \$500,000
3. Non-Owned Autos (Symbol 9)
 Combined Single Limit (Each Accident) - \$500,000

Yes No
X _

If Responder requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the Town, coverage shall include Bodily Injury Limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.

7. GENERAL CONDITIONS

The following instructions are given for the purpose of guiding Proposers in properly preparing their response. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

- 1. QUALIFICATIONS OF BIDDERS** - No response will be accepted from, nor will any contract be awarded to, any person who is in arrears to the Town of Johnson, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligations to the Town, or who has been deemed irresponsible or unreliable to the Town.

All responders selected for a contract or project must perform to the satisfaction of the Town prior to being considered for award of additional contracts. Proposers whose performance is unsatisfactory shall be subject to debarment or suspension.

- 2. INCONSISTENCIES/INQUIRIES** – Any seeming inconsistency between different provisions of the plans, specifications, solicitation, proposal or agreement, or any point requiring explanation must be inquired into by the responder, in writing to the Procurement Official listed in the solicitation, no later than the date specified in this solicitation for acceptance of questions. After proposals are opened, the responder shall abide by the decision of the Town as to such interpretation.
- 3. ADDENDA AND INTERPRETATIONS** – No interpretations of the meaning of the plans, specifications, solicitation or other contract documents will be made orally to any proposer. Prospective responders must request such interpretation in writing from the Town Official listed in the solicitation. To be considered, such request must be received no later than the date specified in this solicitation for acceptance of questions. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be posted on the Town website and VT Bid Registry by the due date referenced in this solicitation. Failure of any responder to receive any such addenda or interpretation shall not relieve any proposer from any obligation under the solicitation as submitted. All addenda so issued shall become a part of the solicitation and contract document. Responder shall verify that it has all addenda and completed the —Addendum Acknowledgment Form before submitting the response.
- 4. LEGAL CONDITIONS** – Proposers are notified to familiarize themselves with the provisions of the law of the State of Vermont relating to the hours of labor on municipal work, and with the provisions of the laws of the State of Vermont and the Charter and the ordinances of the Town of Johnson.
- 5. FORM OF PROPOSALS** – Each response and its accompanying statements must be made on the blanks provided where specified. The forms must be submitted in good order and with all of the blanks filled in. Incomplete forms may be rejected by the Purchasing Division as non-responsive. The forms must be enclosed in a sealed envelope when submitted to the Municipal Office. The name of the proposer must clearly show on the outside of the sealed envelope and clearly indicate the solicitation number. The response must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the response
- 6. FILLING IN FORMS** – All responses must fully cover all items for which responses are asked and no other.
- 7. MISTAKES** - Proposers are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the solicitation. Failure of the proposer to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a proposal.

- 8. NON-COLLUSION** – A proposer shall not collude, conspire, connive or agree, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid or of any other responder, or to fix any overhead profit, or cost elements of the bid price or the bid price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other responder, or any person interested in the proposed work. The proposer certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a response on the same project.
- 9. CAUSES FOR REJECTION** – No response will be canvassed, considered, or accepted which, in the opinion of the Town's Selection Committee is incomplete, informal or unbalanced, or contains inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify response for all items called for in the schedule shall render the proposal invalid.
- 10. REJECTION OF PROPOSALS**– The Town reserves the right to reject any proposal if the evidence submitted by the proposer, or if the investigation of such proposer, fails to satisfy the Town that such proposer is properly qualified to carry out the obligations and to complete the work contemplated. Any or all proposals will be rejected if there is reason to believe that collusion exists among proposers. A proposal shall be considered irregular and may be rejected, if it indicates serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The Town reserves the right to reject any or all proposals, to waive such technical errors; to waive informalities or irregularities in any response received; to re-advertise; or to take any other actions as may be deemed best for the interests of the Town.
- 11. WITHDRAWALS** – Any responder may, without prejudice to himself, withdraw his response at any time prior to the expiration of the time during which responses may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the response. After the expiration of the period for receiving responses, no proposal can be withdrawn, modified, or explained.
- 12. LICENSES** – Services performed for the Town will require licenses. The proposer shall secure all necessary licenses at his/her expense. All licenses shall fully comply with all applicable laws, regulations and codes as required by the State of Vermont, county, or local ordinances. The proposer must fully comply with all federal and state laws, county and municipal ordinances, and regulations in any manner affecting the prosecution of the work. Any fines or penalties to the proposer shall be paid at the proposer's expense.
- 13. LICENSE OF RESPONDERS** - All responders must hold and submit with their response (and maintain same throughout the duration of the contract) current valid licenses as specified in the solicitation for the types of work covered by the Contract.
- 14. CONTRACT/AGREEMENT** – The proposer to whom award is made shall execute a written Agreement with the Town. A proposed form of Agreement is attached.
- 15. INDEPENDENT CONTRACTOR** - The proposer is engaged as an independent business and agrees to perform the work in the manner of and as an independent consultant. In accordance with the status of an independent consultant, the proposer covenants and agrees that the proposer will conduct itself consistent with such status, that the proposer will neither hold the Town out as, not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

The proposer's staff personnel shall not be employees of the Town, and the proposer alone shall be responsible for their work, the direction thereof, and their compensation and benefits of any kind. Nothing in the Contract/Agreement shall impose any liability or duty on the Town on account of its acts, omissions, liabilities or obligations or any person, firm, company, agency association, corporation, or organizations engaged by the proposer as a(n) expert, consultant, independent consultant, specialist, trainee, employee, servant or agent or for taxes on any nature, including, but not limited to unemployment insurance, worker's compensation and anti-discrimination or work place legislation of any kind and the proposer hereby agrees to indemnify and hold harmless the Town against any such liabilities, even if they arise from actions directed or taken by the Town.

- 16. SUB-CONTRACTORS** - If the Proposer proposes to use subcontractors in the course of providing these services to the Town, this information shall be a part of the solicitation response. Such information shall be subject to review, acceptance and approval of the Town, prior to any contract award. The Town reserves the right to approve or disapprove of any subcontractor candidate in its best interest.
- 17. PERFORMANCE** – The proposer shall be fully responsible for performing all the work necessary to meet Town standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the Town relating to such work.
- 18. LABOR, SUPERVISION, MATERIALS AND EQUIPMENT** – The proposer shall furnish, at his/her own expense, all labor, supervision, equipment, materials, supplies, paper products, and other equipment necessary for satisfactory completion of all the services as specified in this solicitation, unless otherwise specified.
- 19. ENFORCEMENT OF SPECIFICATIONS** – Copies of the specifications shall be placed in the hands of the Director of Finance, who shall enforce every requirement of the contract. There will be no varying from the specifications.
- 20. COPIES OF SPECIFICATIONS** – Copies of the specifications, details, and contract are on file in the Town Clerk's Office of the Town of Johnson.
- 21. MEASUREMENT AND PAYMENT** – Payment will be made in accordance with the Prompt Payment Act of Vermont.
- 22. TERMINATION** – The contract described hereafter may be terminated by either party upon thirty (30) days with written notice to the other party.
- 23. CUSTOMER RELATIONS** – The proposer, all its employees and subcontractors under the supervision and control of the Contractor shall at all times at a site, office, or yard be required to conduct themselves in a professional and courteous manner and do all things necessary to insure good and harmonious customer relations. Continuous failure to abide by this requirement shall constitute a basis for termination of this agreement.
- 24. BID BOND** – A Bid Bond is NOT required for this solicitation.
- 25. PERFORMANCE & PAYMENT BOND** – Does NOT apply for this solicitation.

- 26. TAX EXEMPTION** – All proposals must be submitted including all local, state and federal taxes, if applicable. Please contact the Finance Department for a copy of the Town’s tax exemption certificate.
- 27. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT** - During the performance of the work, the Consultant shall not discriminate against any person in its operations, activities or delivery of services. The Consultant shall affirmatively comply with all applicable provisions of federal, state and local equal opportunity employment laws and shall not engage in or commit any discriminatory practices against any person based on race, age, religion, color, gender, pregnancy, sexual orientation, gender identity and expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- 28. DEBARMENT AND SUSPENSION** – The Town shall have the authority to debar or suspend vendors. Causes for debarment or suspension include the following:
- a. Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;
 - b. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
 - c. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
 - d. Violation of Town’s contract provisions, which is regarded by the Town Manager to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Town contract or to perform within the time limits provided in the Town contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
 - e. Debarment or suspension of the person or entity by any federal, state, or other governmental entity;
 - f. False certification pursuant to debarment and suspension decisions; and/or
 - g. Any other cause judged by the Town Manager to be so serious and compelling as to affect the responsibility of the person or entity performing Town contracts.
- 29. PROPOSAL PRICES** – All prices included on the proposal submitted must be held firm through the completion of the scope of work.

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30. PUBLIC RECORDS - The Town of Johnson is public agency subject to Vermont Statutes. The Contractor will be required to comply with Vermont's Public Records Law. Any resulting contract shall be subject to compliance with the Public Records Provisions as required by Vermont Statutes.

31. 2CFR Requirements- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of —federally assisted construction contractll in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, —Equal Employment Opportunityll (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, —Amending Executive Order 11246 Relating to Equal Employment Opportunity,ll and implementing regulations at 41 CFR part 60, —Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.ll

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) DO NOT apply to PA Federal Grants.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surrounding or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of —funding agreementll under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that —funding agreement,ll the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, —Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,ll and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding

agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions 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. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal 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. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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8. SCOPE OF SERVICES

The Town is seeking proposals to establish a post-event contract with a qualified Contractor for Disaster Debris Removal Services (DDRS), herein after referred to as Contractor to provide services to the damaged areas Town and Village during resulting from disaster or emergency event (Severe Storm 2023).

Services may include, but not be limited to;

Type of Service Requested	Equipment and Operator	Period of Performance
Demolition Debris Removal & Disposal	Three Packer Trash Trucks with operators	Saturday July 22, 2023 from 7:30 AM to 4:00 PM

Contractor will work under the direction of the Town's Interim Town Administrator or Emergency Management Director. The Town Administrator or designee will issue the Notice to Proceed to start work and the notice to reduce resources and to end work. All payments under the contract resulting from this RFP shall be made only for services approved by the Town Administrator.

The selected firm must be experienced and knowledgeable in Federal Emergency Management Administration (FEMA) and Insurance reimbursement rules and procedures and must demonstrate such to the Town in its proposal and subsequent selection process presentations. The selected firm must also demonstrate experience and knowledge with state, local and federal environmental regulating and permitting agencies. The selected firm will be responsible for staying current with all FEMA and other agencies guidelines and regulations and will be responsible for advising the Town from beginning to end to ensure maximum financial recovery for the Town.

9. DEFINITIONS

- 9.1. **Clean As You Go Policy** means clearing all debris from each street or work zone on the first pass, whenever possible.
- 9.2. **Construction and Demolition Debris (C&D Debris)** means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning (HVAC) systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly as found in Chapter 62-701, Vermont Administrative Code.)
- 9.3. **Debris** means all forms of disaster-related debris, including Vegetative Debris and Mixed Debris.
- 9.4. **Drop-Off Site** means a site established for residents of the Town of Johnson to drop off debris.

- 9.5. **Electronic Waste (E-Waste)** means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.
- 9.6. **Eligible Debris** as determined by FEMA Section #325 Debris Management Guide and other applicable regulations means debris resulting from a Presidentially declared disaster whose removal, as determined by the Town Manager or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery.
- 9.7. **Federal Aid Eligible Roads** means roads that are paved, gravel or dirt and are eligible for repair or replacement.
- 9.8. **Hazardous Waste** means materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.
- 9.9. **Household Hazardous Waste** means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.
- 9.10. **Mixed Debris** means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.

- 9.11. **Notice to Proceed** means the written notice given by the Town Manager (or designee) to the DDRSC of the date and time for work to start.
- 9.12. **NRCS** means Natural Resources Conservation Service.
- 9.13. **OSHA** means the U.S. Department of Labor's Occupational Safety and Health Administration.
- 9.14. **Project Manager** means the DDRSC's representative authorized to make and execute decisions on behalf of the DDRSC.
- 9.15. **Vegetative Debris** means clean, woody debris and other organic materials that can be chipped and mulched.
- 9.16. **Vegetative White Goods** means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.
- 9.17. **TDRS** means Temporarily Debris Reduction Sites.

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10. BACKGROUND INFORMATION

The Town of Johnson requires debris removal services following the flooding resulting from Severe Storm Event 2023.

11. GENERAL REQUIREMENTS

- 11.1. Contractor shall supply all labor, supervision, materials, equipment, facilities, power, communications, provisions, and other services and supplies necessary for, or incidental to, the performance of debris removal and disposal services as described in this RFP, in accordance with all laws, regulations and FEMA requirements. Any and all services provided and labor, materials and equipment used by Contractor, and its subcontractors, must comply fully with all Federal, State and local laws, regulations and guidelines.
- 11.2. Contractor shall provide a Clean as You Go Policy and supervise and enforce such policy during debris management operations.
- 11.3. Contractor shall be paid for any special tasks requested by the Town and as agreed to by the contractor and the Town based on the hourly rate schedule contained herein.
- 11.4. To the extent required by applicable federal and state regulations, the Town must approve all of subcontractors prior to their providing service. Contractor shall not use a subcontractor or material supplier to whom the Town reasonably objects.

12. DEBRIS REMOVAL

- 12.1. **FEMA Compliance** – Contractor shall work closely with the Town to ensure that all work is FEMA-compliant and all documentation is properly obtained, including GPS coordinates and photos.
- 12.2. **Debris Removal from Public Rights-of-Way** – As identified and directed by the Town, Contractor shall provide all labor, services, equipment, materials, and supplies necessary to collect debris from the Town rights-of-way and public property. Vegetative Debris and other natural materials that can be chipped, mulched, burned and disposed of in some other similar manner and shall be handled separately from Mixed Debris. The Town reserves the right to set up temporarily staging sites to prepare debris for final disposal in order to reduce cost and to effectively serve the resident of the Town of Johnson
- 12.3. **Accumulation of Debris** – No debris shall be allowed to accumulate or be stored on public property or private property at any time without proper authorization from the Town. Under no circumstances shall the accumulation of brush, limbs, cut trunks, logs, or other debris be allowed on a public right-of-way in such a manner as to result in a hazard to the public.

RESIDENTIAL DROP-OFF SITES

The Town may elect to open a number of Drop-Off Sites to allow Town residents to drop off debris.

STAGING AREAS SITES

The Town will manage all staging area sites.

COST PROPOSAL SUBMISSION REQUIREMENTS

Proposal may submit quote for services in letter format to the municipal offices or by email to toj@townofjohnson.com.

The Town of Johnson request cost proposals based on an hourly rate for the packer truck with operator. The cost proposal also will include the cost per ton cost for disposal.

The Town's budget is limited to \$14,000 for this contracted service.