

**Task Order 2024-001 to RFP No. 23-RFP-026 – Disaster Debris Removal**

TASK ORDER NO. 2024-01

To RFP 23-RFP-026 - DISASTER DEBRIS REMOVAL

This Task Order, made and entered into by and between Effingham County, GA hereinafter called the "COUNTY" and Ceres Environmental Services hereinafter called the "CONTRACTOR", shall be incorporated into and become a part of Effingham County's CONTRACT 23-RFP-026 - DISASTER DEBRIS REMOVAL (the "AGREEMENT") entered into by the parties hereto on (Date): \_\_\_\_\_ . CONTRACTOR is bound by RFP 23-RFP-026, contract no. 23-RFP-026 and all addendums.

**A. PURPOSE**

This Task Order authorizes and directs the CONTRACTOR to proceed with assisting the CLIENT in providing DISASTER DEBRIS REMOVAL.

**B. CONTRACTOR'S SCOPE OF SERVICES**

The Scope of Services, dated \_\_\_\_\_ is specifically described herein. This proposal is for implementing the County's Disaster Debris Removal Contract beginning on \_\_\_\_\_.

**Task 1: REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS**

To include limbs and trees placed on ROW under other pay items below.

**Task 2: DMS SITE MANAGEMENT**

Management of disaster related debris delivered to the DMS by the Contractor or County.

**Task 3: AIR CURTAIN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY.**

Burning of disaster related debris delivered to the DMS by Contractor or County.

**Task 4: LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING FROM DMS TO APPROVED LANDFILL AS DIRECTED BY THE COUNTY.**

County to pay all tipping fees directly.

**Task 5: REMOVAL OF HAZARDOUS LIMBS (HANGERS).**

The Contractor shall remove all hazardous hanging limbs over 2" in diameter and place them on public property or ROW

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Task 6: REMOVAL OF HAZARDOUS TREES (LEANERS).

The Contractor shall remove all hazardous trees 6” in diameter and greater (measured 54” above ground) and place them on public property or ROW

**C. CONTRACTOR’S COMPENSATION**

As consideration for providing the services enumerated within Item B (above) of this Task Order, the COUNTY shall pay the CONTRACTOR in accordance with the AGREEMENT.

The Lump sum figure not to exceed \$600,000.00 (six hundred thousand dollars) based upon the unit prices listed below.

Item Number	Description	Quantity	Unit of Measure	Unit Cost
1	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO OMS. To include limbs and trees placed on ROW under other pay items below.	0 - 15.9 miles	CY	\$ 8.23
		16.0 - 30.9 miles	CY	\$ 8.53
		31-60 miles	CY	\$ 8.83
2	OMS SITE MANAGEMENT, Management of disaster related debris delivered to the OMS by the Contractor or County.	Per	CY	\$ 1.84
3	GRINDING OF VEGETATIVE DEBRIS AT A OMS PROVIDED BY THE COUNTY. Grinding of disaster related debris delivered to the OMS by Contractor or County	Per	CY	\$ 2.85
4	AIR CURTAIN BURNING OF VEGETATIVE DEBRIS AT A OMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the OMS by Contractor or County.	Per	CY	\$ 1.28
5	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM OMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.	0 - 15.9 miles	CY	\$ 2.95
		16.0 - 30.9 miles	CY	\$ 3.35
		31-60 miles	CY	\$ 3.95
6	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY AIR CURTAIN BURNING FROM OMS TO APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.	0 - 15.9 miles	CY	\$ 3.48
		16.0 - 30.9 miles	CY	\$ 3.64
		31-60 miles	CY	\$ 3.78
7	REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO OMS	0 - 15.9 miles	CY	\$ 8.23
		16.0 - 30.9 miles	CY	\$ 8.53
		31-60 miles	CY	\$ 8.83
8	REDUCTION OF C&D DEBRIS BY GRINDING	Per	CY	\$ 2.44

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Item Number	Description	Quantity	Unit of Measure	Unit Cost
9	REDUCTION OF C&D DEBRIS BY COMPACTION	Per	CY	\$ 1.05
10	LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING/COMPACTION FROM OMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.	0 - 15.9 miles	CY	\$ 4.45
		16.0 - 30.9 miles	CY	\$ 5.65
		31-60 miles	CY	\$ 6.95
11	REMOVAL OF C&D DEBRIS AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly. (NON OMS OPTION)	0 - 15.9 miles	CY	\$ 8.73
		16.0 - 30.9 miles	CY	\$ 9.33
		31-60 miles	CY	\$ 9.83
12	REMOVAL OF HAZARDOUS LIMBS (HANGERS). The Contractor shall remove all hazardous hanging limbs over 2" in diameter and place them on public property or ROW	Per	Tree	\$88.00
13	REMOVAL OF HAZARDOUS TREES (LEANERS). The Contractor shall remove all hazardous trees 6" in diameter and greater (measured 54" above ground) and place them on public property or ROW	6" to 12"	Tree	\$20.00
		12" to 24"	Tree	\$30.00
		24 to 36"	Tree	\$40.00
		36" and greater	Tree	\$50.00
14	REMOVAL OF HAZARDOUS STUMPS. The Contractor shall remove all hazardous stumps 24" and place them on public property or ROW	24" to 36"	Stump	\$75.00
		36" to 48"	Stump	\$85.00
		48" and greater	Stump	\$100.00
15	REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws.	Per	Unit	\$28.00
16	REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE. The Contractor shall remove, haul, and dispose electronics waste in accordance with all applicable rules, regulations, and laws. The e-waste will be loaded, transported, and disposed at a facility approved to accept such items.	Per	Unit	\$14.00

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Item Number	Description	Quantity	Unit of Measure	Unit Cost
17	REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect and transport household hazardous wastes to a central collection site identified by the County.	Per	Pound	\$ 5.75
18	REMOVAL, HAULING, AND DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES. The Contractor shall load, haul, and dispose of lawnmowers and other equipment with small engines. County is responsible for final disposal costs.	Per	Each	\$32.00
19	REMOVAL, HAULING, AND DISPOSAL OF DEAD ANIMAL CARCASSES. The Contractor shall collect and transport dead animal carcasses to a central collection site identified by the County. County to pay all tipping fees directly.	Per	Pound	\$ 0.75
20	REMOVAL AND HAULING OF STORM DEPOSITED SOILS TO OMS. The contractor shall haul storm deposited soils to a OMS designated by the County. Final disposition of the soils shall be the responsibility of the County.	0 - 15.9 miles	CY	\$ 8.79
		16.0-30.9 miles	CY	\$ 9.59
		31-60 miles	CY	\$10.59
21	DEMOLITION. The Contractor shall demolish structures identified by the County as eligible for reimbursement and place on the ROW for removal.	Per	Sq Ft	\$ 3.24
22	EMERGENCY ROAD CLEARANCE	Per	Hour	\$248.00

If work to be performed is estimated to exceed the lump sum amount of \$\$600,000.00 (six hundred thousand dollars) written approval must be received from the County Administrator and Finance Director in the form of a Task Order or a Change Order. If the contractor commences any work estimated at over \$\$600,000.00 (six hundred thousand dollars) prior to receiving official written approval, he does so at his own risk.

No work outside the scope of work contained in the table above will be performed without the advanced written consent of Effingham County Board of Commissioners.

**NOTE : CONTRACTOR IS AWARE THAT EFFINGHAM COUNTY WILL SEEK REIMBURSEMENT FROM FEDERAL AND STATE FUNDING SOURCES THROUGH FEMA AND GEMA.**

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### D. CONTRACTOR’S RESPONSIBILITY

- Contractor will provide payment and performance bonds before commencing any work.
- As more than two years have passed since the pre-event contract was executed, it is necessary for the Contractor to re-submit current completed standard Effingham County Board of Commissioner forms - Attachments A through G of this task order.
- Contractor will be responsible for submitting completed standard Effingham County Board of Commissioner forms - Attachments A through G of this task order - for each sub-contractor performing work on the project. *Contractor will ensure that none of its sub-contractors are on the State or Federal disbarment list. Contractor will only have one tier of subcontractors.*
- As 44 C.F.R became effective after contract 23-RFP-026 was executed, Contractor agrees that by executing this task order that he will fully comply with all stipulations of aforementioned 44 C.F.R.
- Per paragraph 5.2 of RFP 23-RFP-026 *‘The contractor shall have a maximum of twenty-four (24) hours from notification by Effingham County to mobilize and begin their response. Failure to mobilize in the allotted time may result in a penalty’* - the penalty will be the termination of contract with twenty-four (24) hours notice to contractor. Upon termination of contract, ECBOC will select another contractor.
- Per paragraph 4.9 of RFP 23-RFP-026 *‘TIME OF THE ESSENCE: Contractor understands that time is of the essence in the performance of this work and agrees to work diligently to complete this work by the earliest possible date’*- if ECBOC deems that the contractor is not working in a timely manner, they may elect to bring in a second contractor.
- Per paragraph 4.8 of RFP 23-RFP-026 *‘HOURS OF WORK: The Contractor shall operate during daylight hours coordinating with storage and disposal facilities, unless otherwise directed by the County’s designated representative. Removal of debris shall be restricted to between the hours from dawn to dusk. Contractor shall devote such time, attention, and resources to the performance of Contractor’s services and obligations hereunder as shall be necessary to complete this project.* Contractor agrees, by executing this Task Order that once work has commenced, he will not discontinue work until the project is deemed complete by the County Administrator.

**THIS SECTION INTENTIONALLY LEFT BLANK**

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IN WITNESS WHEREOF, the parties hereto have executed this Task Order AGREEMENT on this,  
the \_\_\_\_ day of \_\_\_\_\_, 2024.

Effingham County, GA

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Southern Disaster Recovery

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

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**ATTACHMENT A**

**DRUG FREE WORKPLACE CERTIFICATION**

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with.

1. A drug-free workplace will be provided for the employees during the performance of the contract;  
and;
2. Each Subcontractor under the direction of the contractor shall secure the following written certification:

\_\_\_\_\_ (Contractor) certifies to Effingham County that a drug-free workplace will be provided for the employees during the performance of the contract known as **RFP No. 23-RFP-026 – Disaster Debris Removal** pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
**CONTRACTOR**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**NOTARY**

\_\_\_\_\_  
**DATE**

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**ATTACHMENT B**

**PROMISE OF NON-DISCRIMINATION STATEMENT**

Know all men by these presence, that I (We), \_\_\_\_\_, \_\_\_\_\_,  
Name Title Name of Vendor

(herein after "Company"), in consideration of the privilege to work on the Effingham County Contract titled **RFP No. 23-RFP-026 – Disaster Debris Removal** hereby consent, covenant, and agree as follows:

- A. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with contract;
- B. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract with or otherwise interested in the Company, including those companies owned and controlled by racial minorities and women; and
- C. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Effingham County.
- D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of and incorporated by reference in the contract which this Company has been awarded.
- E. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE:

**ATTACHMENT C**



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**DISCLOSURE OF RESPONSIBILITY STATEMENT (page 1)**

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.
3. List any convictions or civil judgments under states or federal antitrust statutes.
4. List any violations of contract provisions such as knowingly failing (without good cause) failing to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
5. List any prior suspensions or debarments by any governmental agency.
6. List any contracts not completed on time.
7. List any penalties imposed for time delays and/or quality of materials and workmanship.
8. List any documented violations of federal or any state labor laws, regulations, or standards, and any occupational safety and health rules.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

**ATTACHMENT C**

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**DISCLOSURE OF RESPONSIBILITY STATEMENT (page 2)**

I, \_\_\_\_\_, as \_\_\_\_\_  
Name of individual Title & Authority

of \_\_\_\_\_, declare under oath that the above statements,  
Company Name

including any supplemental responses attached hereto, are true.

\_\_\_\_\_  
Signature

State of: \_\_\_\_\_

County of : \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2024

by \_\_\_\_\_ representing him/herself to be

\_\_\_\_\_ of the company named.

\_\_\_\_\_  
Notary Public

My Commission expires:  
\_\_\_\_\_

Resident State : \_\_\_\_\_

**ATTACHMENT D**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned Contactor verifies its compliance with O.C.GA § 13-10-91, stating affirmatively that the individual, firm, or corporation that is contracting with Effingham County has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and shall agree to use this program for any newly hired employees throughout the duration of the contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Effingham County, contractor will secure from such subcontractor similar verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. The contractor further agrees to provide notice to the County of the identity of each subcontractor hired under the contract within five (5) business days of entering into a contract for hire. Such notice shall include a copy of the Subcontractor Affidavit for each subsequent subcontractor attesting to the subcontractor’s name, address, user identification number, and date of authorization to use the federal work authorization program. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Effingham County within five (5) days of the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV/ Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
(Contractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: - \_\_\_\_\_ , 20 \_\_\_\_

\* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**ATTACHMENT E**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation that is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Effingham County has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and will agree to use this program for any newly hired employees throughout the duration of the contract. The subcontractor further agrees to provide a copy of the executed Subcontractor Affidavit to the contractor in order to be provided to the County within five (5) days entering into the contract for hire.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
Date of E-Verify Authorization

\_\_\_\_\_  
Address

\_\_\_\_\_  
BY: Authorized Officer or Agent                      Date  
(Subcontractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_, 20\_\_\_\_

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**ATTACHMENT F**

**AFFIDAVIT REGARDING LOBBYING**

Contractor / Subcontractor and all team members must submit an executed copy of this affidavit confirming that there was no contact with Federal, State or Local Government officials or management staff for the purpose of influencing award of the contract.

Contractor confirms compliance with the certification and disclosure requirements of the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended). Contractor confirms he has filed the required certification as contract amount is above \$100,000. 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 shall 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 recipient.

The undersigned further certifies that no team member or individual was hired or placed on the team in order to influence the award of the contract. All team members are performing a commercially useful function on the project.

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_ , 20\_\_\_

**ATTACHMENT G**

**GRANT FUNDED TASK ORDER – COMPLIANCE ATTESTATION (page 1)**

I possess the legal authority to make this attestation on behalf of myself and the business entity for which I am acting. I understand FEMA financial assistance will be used to fund the contract only. Further, I understand that, for federally funded task orders, Effingham County Board of Commissioners (ECBOC) requires compliance with all applicable federal law, regulations, executive orders, FEMA policies, procedures, directives, and U.S. Code of Federal Regulations (CFR) Part 2 and Part 44, in addition to the following:

- 1.) Compliance with Executive Order 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).
- 2.) Compliance with all applicable standards, orders, or requirements of the Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act

- (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (b) The contractor agrees to report each violation to Effingham County and understands and agrees that Effingham County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (b) The contractor agrees to report each violation to Effingham County and understands and agrees that Effingham County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

- 3.) Compliance with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704 as supplemented by the Department of Labor regulations (29 CFR part 5).
  - (a) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work

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in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(c) *Withholding for unpaid wages and liquidated damages.* Effingham County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(d) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

- 4.) Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. 42 U.S.C. 6201).
- 5.) Compliance with the certification and disclosure requirements of the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended). Contractor confirms he has filed the required certification as contract amount is above \$100,000. 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 shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

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

1. No Federal 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

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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 Federal 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 instructions.

3. The undersigned shall require that the language of this certification be included in the award documents 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

- 6.) Suspension and Debarment.
  - (a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - (b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - (c) This certification is a material representation of fact relied upon by Effingham County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Effingham County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - (d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



Task Order 2024-01 to RFP No. 23-RFP-026 - Disaster Debris Removal

- 7.) Compliance with Federal agency requirements and regulations pertaining to reporting with respect to this task order and any further task orders relating to ECBOC contract 23-RFP-026.
- 8.) Compliance with any Federal agency requirements and regulations pertaining to copyrights and rights in data. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 9.) Compliance with providing access to HCC, the local, state, and Federal grantor agency, 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 this task order and any further task orders relating to ECBOC contract 23-RFP-026 for the purpose of making audits, examinations, excerpts, and transcriptions.

The following access to records requirements apply to this contract:

- (a) The contractor agrees to provide Effingham County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - (b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - (c) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- 10.) Compliance with retention of all required records relative to this task order and any further task orders relating to ECBOC contract 23-RFP-026 for five (5) years after ECBOC makes its final payments and all other pending matters are closed.
  - 11.) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
  - 12.) The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**Under penalties of perjury**, I certify and affirm that I have read the foregoing contractual provisions in their entirety and that in accordance with these federal laws, my business entity is in full compliance with these uniform requirements for federally funded procurements.

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_DAY OF \_\_\_\_\_ 20\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_ , 20\_\_\_

ADDITIONAL ATTACHMENTS TO THIS TASK ORDER:

RFP 23-RFP-026

Addendum No.1 to RFP 23-RFP-026

Contractors response to RFP 23-RFP-026

Contract No. 23-RFP-026