

2019

Debris Management Services

RFP DM2019-001

Pre-Need, Pre-Position, Pre-Event Planning



# Lenoir County Emergency Services Department

200 RHODES AVE., P.O. BOX 3289 (28502), KINSTON, NC 28501

## Debris Management Services REQUEST FOR PROPOSAL DM2019-001

### Pre-Bid/Proposal Conference

- Not applicable

### Bond(s)

- Surety REQUIRED
- Bond REQUIRED
- Bid Bond REQUIRED

### Insurance

- REQUIRED

Questions concerning this solicitation may also be emailed to Dustin Burkett at [dburkett@co.lenoir.nc.us](mailto:dburkett@co.lenoir.nc.us) and Samuel Kornegay at [skornegay@co.lenoir.nc.us](mailto:skornegay@co.lenoir.nc.us) no later than July 19, 2019 at 5:00pm EST. Questions should be submitted in a *Microsoft Word attachment*.

Please reference Debris Management Services RFP on all correspondence. Questions received, if any will be responded to by 5:00 p.m. EST on the next business day.

### **NOTE TO VENDORS:**

Failure to follow instructions could result in proposer disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

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## LENOIR COUNTY EMERGENCY SERVICES DEPARTMENT

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June 3, 2019

**Debris Management Services  
DM2019-001**

Sealed proposals will be received in the Emergency Services Office, **July 31, 2019** prior to **2:00p.m EST.**

Attached are important instructions and specifications regarding responses to this Request for Proposal. Failure to follow these instructions could result in Proposer disqualification.

**Questions regarding this proposal must be in writing and must be sent to Lenoir COUNTY Emergency Services Department, 252-559-1911. Address: Lenoir County Emergency Services Department, P.O. Box 3289, Kinston, NC, 28502. All questions must be received by July 19, 2019 prior to 5:00p.m EST.**

Proposals may be mailed, express mailed or hand delivered to:

**Lenoir County Emergency Services Department**

P.O. Box 3289  
200 Rhodes Ave  
Kinston, NC 28502

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## TABLE OF CONTENTS

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<b>STATEMENT OF NO PROPOSAL</b> .....	<b>8</b>
<b>INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS</b> .....	<b>9</b>
<i>Equal Employment Opportunity (NCGS 126-16)</i> .....	<b>10</b>
<b>SPECIFICATIONS</b> .....	<b>11</b>
<b>GENERAL REQUIREMENTS</b> .....	<b>12</b>
<b>SCOPE OF SERVICES</b> .....	<b>15</b>
<b>DEBRIS REMOVAL</b> .....	<b>16</b>
<b>TECHNICAL DISASTER RECOVERY ASSISTANCE</b> .....	<b>19</b>
1. <i>Program Management Assistance</i> .....	19
2. <i>County Reimbursement Efforts</i> .....	20
<b>OTHER OPERATIONAL CONSIDERATION</b> .....	<b>21</b>
<i>General Notices and Submittal Instructions</i> .....	<b>24</b>
<i>General Notices and Submittal Instructions (Continued)</i> .....	<b>26</b>
A. <i>Submission Package</i> .....	26
B. <i>Content</i> .....	26
<b>2.1 Details/exceptions pertaining to the above</b> .....	<b>277</b>
<b>AGREEMENT</b> .....	<b>333</b>
<b>GENERAL CONDITIONS</b> .....	<b>355</b>
<i>Project-Specific EVALUATION CRITERIA</i> .....	<b>40</b>
<i>Company Profile</i> .....	<b>41</b>
<i>Legal Requirements</i> .....	<b>42</b>

## **APPENDICES**

**Appendix A - ACRONYMS**

**Appendix B - TERMS USED IN THIS DOCUMENT**

**Appendix C - BID BOND**

**Appendix D - PAYMENT BOND**

**Appendix E - PERFORMANCE BOND**

**Appendix F - PROPOSAL SECTION**

**Appendix G - USACE Debris Storage Site Requirements**

**Appendix H - USACE Categories of Debris**

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## STATEMENT OF NO PROPOSAL

If you do not intend to submit a proposal, please complete the information below and return this form to **P.O. Box 3289, Kinston, NC 28502** with the proposal number and title clearly marked on the front of the envelope.

- |  |  |
|--|--|
| <input type="checkbox"/> Insufficient time to respond            | <input type="checkbox"/> Unable to meet specifications |
| <input type="checkbox"/> Schedule would not permit us to perform | <input type="checkbox"/> Do not offer this product     |
| <input type="checkbox"/> Specifications unclear                  | <input type="checkbox"/> other (please specify below)  |

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

## **INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS**

- Potential offerors are advised to review all sections of this Request carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
- Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this Request will be rejected as being non-responsive.
- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the offeror. The **COUNTY** of Lenoir assumes no responsibility for these costs.
- Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the Director of Emergency Services.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
- Proposals misdirected to other **COUNTY** locations or which are otherwise not present in the Emergency Services Office at the time of opening for any cause will be determined to be late and may not be considered.
- In accordance with Chapter 55A, Article 15.01(a) **Authority to conduct affairs required**, of the North Carolina General Statutes, no foreign corporation shall conduct affairs in this State until it obtains a certificate of authority from the Secretary of State.
- Offerors are advised that all materials submitted to the **COUNTY** of Lenoir for consideration in response to this Request for Proposals will be considered public records, without exception, and will be released for inspection immediately upon request, once an award has been made.
- It is intended that an award pursuant to this Request will be made to a prime **CONTRACTOR**, who will assume responsibility for all aspects of work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted and must be approved by the **COUNTY**, provided that their use is clearly indicated in the offeror's proposal, and the **Sub-CONTRACTOR(s)** proposed to be used are identified in the proposal.

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## ***EQUAL EMPLOYMENT OPPORTUNITY (NCGS 126-16)***

**§ 126-16. Equal opportunity for employment and compensation by State departments and agencies and local political subdivisions** - All State departments and agencies and all local political subdivisions of North Carolina shall give equal opportunity for employment and compensation, without regard to race, religion, color, creed, national origin, sex, age, or handicapping condition as defined in G.S. 168A-3 to all persons otherwise qualified, except where specific age, sex or physical requirements constitute bona fide occupational qualifications necessary to proper and efficient administration. This section with respect to equal opportunity as to age shall be limited to individuals who are at least 40 years of age. (1971, c. 823; 1975, c.158; 1977, c. 866, s. 7; 1979, c. 862, s. 3; 1983 (Reg. Sess., 1984), c. 1116, s. 111; 1985, c. 571, s. 2; 1991, c. 65, s. 6.)

## SPECIFICATIONS

### A. PURPOSE

The purpose of these specifications is to describe the requirements of the **COUNTY** relative to the Disaster Debris Management Services sought by the **COUNTY** in the management of debris resulting from, but not limited to, catastrophic events such as tornadoes and hurricanes. This contract would potentially be invoked for **COUNTY**, State, and Federally declared disaster events. Services may include: collecting and removing debris including the clearing and removal of debris from the public right-of way, streets and roads; demolition and removal of condemned structures and buildings that pose a threat to public safety and resulting from the disaster event; processing debris including screening for sand, sorting, grinding, mulching, and burning; and disposing of debris at designated sites within Lenoir **COUNTY**; establishing and operating temporary debris staging and processing sites; collecting and disposing of hazardous waste, bio-hazardous waste and dead animals; providing project management services including emergency communications; and assisting the **COUNTY**'s Federal and State reporting and reimbursement efforts. In addition, the selected **CONTRACTOR** may be required to provide community relations support during all phases of the disaster recovery work which may include preparing audio/visuals and fact sheets, and participating in public meetings.

Lenoir **COUNTY** has three (3) municipalities that may be included in this contract if the municipality signs a Memorandum of Agreement with Lenoir **COUNTY**. The municipalities will be responsible for notifying the **COUNTY** of their Notice to Proceed. The three municipalities are as followed:

1. City of Kinston
2. Town of LaGrange
3. Town of Pink Hill

Lenoir **COUNTY** will be the sole applicant for this contract.

### B. ESTIMATED QUANTITIES

The **COUNTY** is directly responsible for the unincorporated area of Lenoir **COUNTY**, with any of the three municipalities in the **COUNTY** who chose to participate in this contract. For estimation purposes only, the Army Corp of Engineers Hurricane Debris Planning Model estimates utilizing their medium range estimates.

The following cubic yards (CY) of debris generated by hurricane strength category:

Category I	81 thousand CY
Category II	322 thousand CY
Category III	1.0 million CY
Category IV	2.0 million CY
Category V	3.2 million CY

## GENERAL REQUIREMENTS

The scope of services shall include, but not be limited to the following:

The **CONTRACTOR** shall furnish all necessary personnel, materials, equipment, labor, supervision, facilities, and shall otherwise provide all services necessary for, or incidental to, the performance of all work as defined in these specifications.

It is the sole responsibility of the **CONTRACTOR** to ensure that, should **Sub-CONTRACTOR(s)** be utilized by the **CONTRACTOR** for any portion of the work, these **Sub-CONTRACTOR(s)** shall meet or exceeds the same requirements for the **CONTRACTOR** pertaining to this contract and that the **Sub-CONTRACTOR(s)** are not debarred from doing any business with a government agency.

The **CONTRACTOR** shall notify the **COUNTY** within (48) forty-eight hours of notice of any legal or regulatory actions, or any Notices of Violation taken against the **CONTRACTOR** or **SUB-CONTRACTORS** utilized within the scope of this contract.

Upon receipt of the Notice of Violation or Warning Notice or upon notification or request from the **COUNTY**, the **CONTRACTOR** shall immediately prepare their response or draft a **COUNTY** response to the notice and begin corrective action against any non-complying condition. Failure by the **CONTRACTOR** to take corrective action which is required by law or the Contract Documents shall result in the **COUNTY** taking whatever measures are necessary to correct the condition and deducting the cost of taking such corrective action from the **CONTRACTOR's** Operating Fee Payment. The **CONTRACTOR** will be responsible for any fines resulting from any violations of Federal, State, or local laws or regulations.

Permits and licenses of a temporary nature necessary for the prosecution of the Services shall be secured and paid for by the **CONTRACTOR** with the assistance of the **COUNTY**, unless otherwise stated in this Proposal. The **CONTRACTOR** will be responsible for obtaining the necessary permits from DEQ for the TDSR. The **CONTRACTOR** shall not be held responsible to secure permits and/or licenses, which the requirements for same have or will be waived due to a declaration of an emergency or disaster.

Under the general oversight of the **COUNTY**, the **CONTRACTOR** will supervise and direct all work, workers and equipment. The **CONTRACTOR** is solely responsible for the means, methods, techniques, sequences, safety program and procedures utilized. The **CONTRACTOR** will employ and maintain on the work site a qualified and accessible supervisor(s) on the work site(s) and provide the **COUNTY** a liaison officer, as directed. At least one accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the **CONTRACTOR** and all communications given to the supervisor or liaison officer in writing by the **COUNTY's** Authorized Representative shall be as binding as if given to the **CONTRACTOR**.

The name(s) of the supervisor(s)\liaison officer will be supplied to the **COUNTY** for each issuance of an event Notice-To-Proceed through an attachment to the Agreement resulting from this Proposal in the form of a task order.

The **CONTRACTOR** shall have the ability to guarantee operations, and pay vendors and **Sub-CONTRACTOR(s)** for 120 days prior to receiving payments from the **COUNTY**.

The **CONTRACTOR** shall provide up to 40 hours annually of on-site pre-event planning and coordination services as directed by the **COUNTY**.

The **CONTRACTOR** shall make daily reports to the **COUNTY** to detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done, detailing the street names, and address blocks where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced and disposed. The **CONTRACTOR** shall also provide other operational and complaint tracking reports as requested by the **COUNTY**.

The **CONTRACTOR** shall disclose future debris management contractual obligations within the State of North Carolina throughout the term of the contract and provide reasonable assurance that such obligations will not preclude the **CONTRACTOR** from meeting its obligations under this contract. Such disclosure shall be provided to the **COUNTY** within 30 days of entering into said contractual obligation.

The **CONTRACTOR**'s response shall meet the following minimum standards:

- Following a notice to mobilize, the ability to provide an advance team to the **COUNTY** Emergency Operations Center prior to hurricane landfall;
- Ability to marshal/stage personnel and equipment for rapid deployment into the **COUNTY** while protecting those assets from damage/destruction from the event;
- Ability to be fully operational for clearing debris to open emergency routes within 24 hours of initial notice to proceed;
- Ability to be fully operational for hauling, sorting, and storing of debris within 48 hours of initial notice to proceed;
- Ability to be fully operational for the reduction and disposal of debris within 72 hours of initial notice to proceed;
- Ability to maintain full operational capability, 12 hours per day, 7 days per week for an extended period;
- Ability to rapidly adjust the flow of resources based on the extent and magnitude of damage/debris.

Based on the Category III debris quantities noted on page 5, Category III-14.6 million cubic yards, the **CONTRACTOR** response shall meet the following minimum standards:

- Ability to complete the entire debris management process from initial clearance through final disposal within 180 days from initial event notice to proceed.
- Due to the nature of the emergency and circumstances that may inhibit compliance with the times specified above, a reasonable adjustment to the completion dates may be made by mutual agreement between the **CONTRACTOR** and the **COUNTY**.

## **SCOPE OF SERVICES**

It is the intent of this Scope for the **CONTRACTOR** to remove, as quickly as possible, all hazards to life and property resulting from the Event in the **COUNTY**. Clean up, demolition and removal will be task order (notice-to-proceed) specific and limited to eligible debris. Eligible debris shall be defined by the **COUNTY** as (1) that which is determined to eliminate immediate threats to life, public health, and safety; (2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property, and; (3) that which is considered essential to ensure economic recovery of the affected community to the benefit of the community-at-large.

## DEBRIS REMOVAL

Specifically, the Scope of Services will include the following items:

1. **Emergency Road Clearance** - The **CONTRACTOR** shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the **COUNTY**.
2. **Debris Removal from Public Rights-of-Way** - As identified by and directed by the **COUNTY**, the **CONTRACTOR** shall accomplish the pick-up and hauling of all eligible debris to the designated Temporary Debris Staging and Reduction Sites (TDSRS's) or direct haul to final disposal/landfill from public rights-of-way, and shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements. The **CONTRACTOR** shall segregate all debris to the extent practical. Clean, woody debris and other natural materials that can be chipped, mulched, burned and disposed of in some other similar manner shall be handled separately from other debris.
3. **Demolition of Structures, Debris Removal from Private Property (Right-of Entry Program) and Publicly Owned Property (other than Rights-of-Way)** - Should an imminent threat to life, safety and health to the general public be present, the **COUNTY** will obtain prior and proper approval from FEMA for the eligibility of debris removal from private property and demolition of private structures (**FEMA DAP9523.4, DAP9523.13**). The **CONTRACTOR**, as identified to and directed by the **COUNTY**, will accomplish the demolition of structures and the removal and relocation of the debris to the public rights-of-way. This service shall commence upon receipt by **CONTRACTOR** from the **COUNTY** the completed right of entry forms, hold harmless agreements, the non-duplication of benefits agreements, an address specific task order, and the physical marking of each structure by the **COUNTY**. The **CONTRACTOR** will place all debris collected through this process in the public rights-of-way, where the above scope of services (Debris Removal from Public Rights-of Way) shall commence. The **COUNTY** feels that it is in the best interest of the health and safety of its citizens to provide this service. The **CONTRACTOR** shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements.
4. **Hazardous Stumps (Extraction, Back-fill, Haul)** - As identified and directed by the **COUNTY**, the **CONTRACTOR** shall extract all hazardous stumps, as identified by the **COUNTY**, haul each stump to a TDSRS, and backfill each stump hole with compatible material as determined by the **COUNTY** and the **CONTRACTOR**. Each stump shall be inspected by the **COUNTY** and **CONTRACTOR** inspectors and documented as to the appropriate category of size for invoicing.
5. **Leaning Trees / Hanging Limbs (Trimming, cutting, felling)** - As directed by the **COUNTY**, the **CONTRACTOR** shall trim, cut and/or fell all leaning trees and/or hanging limbs, as identified by the **COUNTY**. Each tree and limb shall then be placed in the right-of-way where the debris resulting from this scope of services shall be removed utilizing the scope of services above.

6. **Temporary Debris Staging and Reduction Sites (TDSRS)** - The **CONTRACTOR** and the **COUNTY** will jointly review alternative sites for debris management. The **CONTRACTOR** will be responsible for collecting and testing appropriate environmental samples prior to beginning operations at each debris management location jointly agreed upon by the **COUNTY** and the **CONTRACTOR**. The **CONTRACTOR** will thoroughly video tape and/or photograph each site before any activities begin, and will periodically update video and photographic documentation to track site evolution.

The **CONTRACTOR** will operate and manage the TDSRS's to accept and process all event debris. The **CONTRACTOR** shall be responsible for any site preparation, to include but not limited to: any site work and materials necessary to build and maintain stabilized roads for ingress or egress, or any roads throughout the site; the construction of a roofed inspection tower sufficient for a minimum of three (3) inspectors; any environmental requirements to include, but not limited to, wind-born debris control fencing, silt fencing, or water retention berms; the construction of an area for an office trailer and parking; and any other items necessary for site operations and management. The **CONTRACTOR** shall provide and maintain portable and sanitary facilities and fresh water at each Inspection Station.

The inspection of every load, in and out, is further defined in the documentation section below. Processing may include, but is not limited to, reduction by tub grinding, incineration when approved, or other alternate methods of reduction such as compaction. Prior to reduction, all debris will be segregated between vegetative debris, construction and demolition debris (C&D), recyclable debris, white goods and hazardous wastes.

All processing activities shall be conducted in compliance with all federal, state, and local rules and regulations. The **CONTRACTOR** shall be responsible for obtaining and paying for all permits required to construct, operate, maintain, close, and reclaim the debris-processing sites. The **CONTRACTOR** shall maintain the site in accordance with all local, state, and federal rules and regulations including, at a minimum erosion control, stormwater management, and fire control, rodent and insect control, animal control in general, noise abatement, odor control, and other site management and site maintenance. The **CONTRACTOR** shall provide stabilized ingress and egress to each debris-processing site and shall maintain such access throughout the life of the site.

The **CONTRACTOR** shall not transport hazardous materials to the TDSRS or other sites that are not specifically authorized to accept such materials. The **CONTRACTOR** shall be responsible for proper handling and storage of any hazardous materials brought to the TDSRS. The **CONTRACTOR** shall provide a suitable area at each TDSRS to accommodate all hazardous materials inadvertently brought to the site. The area shall be lined with impervious material surrounded with berms or other containment structures to contain any potential leakage.

The **CONTRACTOR** shall conduct all required ash, soil, and groundwater testing at the TDSRS, as required by Federal, State and Local laws, standards, regulations and operating permits. All guidelines in FEMA's Public Assistance Debris Management Guidelines, FEMA 325 July 2007, or any subsequent editions, shall be followed and complied with in the establishment, operation of and closing of the TDSRS.

The **CONTRACTOR** shall ensure that site reclamation shall be accomplished in accordance with all Federal, State and Local laws, standards and regulations. The TDSRS will be restored to its pre-use condition, which will include but not be limited to: removal of all equipment and debris, grading of the site to historical conditions, and the seeding and mulching of the exposed areas.

7. **Disaster Event Generated Hazardous Wastes Abatement** - The **CONTRACTOR** shall abate all hazardous waste identified by the **COUNTY** in accordance with all applicable Federal, State and Local laws, standards and regulations to include but not limited to 29 CFR 1910.120, 40 CFR 311 and 49 CFR 100-199.

8. **Disaster Event Generated Bio-hazardous Wastes Abatement** - The **CONTRACTOR** shall abate all bio-hazardous waste identified by the **COUNTY** in accordance with all applicable Federal, State and Local laws, standards and regulations.

9. **Dead Animal Collection, Transportation and Disposal** - The **CONTRACTOR** shall collect, transport, and dispose of dead livestock, poultry, and large animals (deer, wild pigs, exotic species, etc.). Disposal will be accomplished in any permissible manner consistent with Federal, State and **COUNTY** laws, rules, and regulations. The collection, transportation, and disposal of small domestic pets are the responsibility of the **COUNTY**.

10. **Soil Screening** - The **CONTRACTOR** shall screen all soils, as directed by the **COUNTY**, to remove all eligible debris deposited by an Event. This task includes the pick-up of debris-laden soil, hauling debris-laden soil and processing the debris-laden soil as directed by the **COUNTY**. Debris removed from soil will be picked-up, hauled and processed utilizing the scope of services located above for Debris Removal from Public Rights-of-Way.

11. **Electronic Communications** - The **CONTRACTOR** shall provide the **COUNTY**, in the event that normal communication (power, telephone, radio, cell phones, etc.) is unavailable, with SAT-COM (Satellite radio's, telephones, etc.) or a reliable electronic system of communication.

12. **Public Information** - The **CONTRACTOR** shall be responsible for distributing public information to **COUNTY** residents and businesses within the affected area of devastation, in the event that normal communication is unavailable. The **COUNTY** will develop, produce and provide the **CONTRACTOR** with the public information for distribution. However, in the event that the **COUNTY** is unable to have the public information produced due to the devastation, the **CONTRACTOR** shall be required to have the public information produced and distributed. In this case, the **COUNTY** will provide the **CONTRACTOR** with the information that will need to be produced.

## TECHNICAL DISASTER RECOVERY ASSISTANCE

It is the intent of this Scope for the **CONTRACTOR**, as part of and in support of, the defined tasks above, to provide disaster recovery technical assistance to appointed and elected officials within the **COUNTY**. This scope shall include, but not be limited to, the services defined.

### 1. PROGRAM MANAGEMENT ASSISTANCE

- a) Project Worksheet (PW)
  - i) Official PW requests – Assist **COUNTY** personnel in the following:
    - a) Identification of expenditures eligible for reimbursement
    - b) Submission of official “request for PW inspection”
  - ii) Local government representation on PW team – Train and assist **COUNTY** personnel to accomplish the following:
    - a) Identification of eligible items for reimbursement
    - b) Review of PW for accurate scope of work
    - c) Review of PW for accurate unit costs
  - iii) Recovery process documentation – Assist **COUNTY** personnel in the following:
    - a) Creation of recovery process documentation plan
    - b) Maintenance of documentation of recovery process
  - iv) Force account labor vs. contract labor
    - a) Recommendations to government officials on need to contract or utilize force account labor
  - v) Recovery process oversight
    - a) Recommendation to government officials on need to contract for project management for projects requiring intense oversight
    - b) PW tracking through State and Federal process
    - c) Written and oral status reports to government officials
- b) Documentation Support
  - i) Review of records system for applicability to Federal and State requirements
  - ii) Orientation and training of Department/Division Heads on requirements for quality and quantity of required documentation
  - iii) Assist in selection of “Clerk of Records” and provide detailed training for documentation
  - iv) Review documentation for accuracy and quantity
  - v) Assist in preparation of claim documentation
- c) Consultation and negotiation services
  - i) Recommendations to government officials on plans of action
  - ii) Provide guidance to government officials on issues involving Federal and State reimbursement
  - iii) Assist **COUNTY** officials in negotiations with Federal and State officials
- d) Other representations as may be requested / required

## 2. COUNTY REIMBURSEMENT EFFORTS

The **CONTRACTOR** shall provide assistance to the **COUNTY** in the **COUNTY's** Federal and State reimbursement efforts.

- a) The **CONTRACTOR** shall accompany and assist the **COUNTY** in assessing and preparing Project Work Sheets for submittal to Federal/State agencies as requested by the **COUNTY**.
- b) The **CONTRACTOR** shall provide all records, disposal tickets, field inspection reports, and other data sufficient to provide substantiation for Federal (FEMA, DOT, etc.) and State reimbursement applications.
- c) The **CONTRACTOR** shall review all reimbursement applications prepared by the **COUNTY** prior to submittal for sufficiency in meeting the reimbursement requirements of these organizations and notify the **COUNTY** of any recommended changes, corrections, alterations or deletions.
- d) The **CONTRACTOR** shall assist the **COUNTY** in responding to federal and state agencies' request for additional information as directed by the **COUNTY**.

## OTHER OPERATIONAL CONSIDERATION

### 1. Documentation and Inspections

All storm debris shall be subject to inspection by the **COUNTY** or any Public Authority in accordance with generally accepted standards to insure compliance with the contract and applicable local, state and Federal laws. The **CONTRACTOR** will, at all times, provide the **COUNTY** access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work and materials. The **CONTRACTOR** and the **COUNTY** will have in place at the TDSRS's, personnel to verify the contents and cubic yards of the vehicles entering the TDSRS's. Records will be maintained of every vehicle entering the TDSRS, its cubic yardage and verification of the vehicle leaving the TDSRS to ensure that it is in fact empty. The **CONTRACTOR** and the **COUNTY** will monitor the material to determine that it in fact consists of eligible debris. The **CONTRACTOR** and the **COUNTY** will have in place at the pick-up site, personnel to verify the contents, location, date and time of the vehicles departing for the TDSRS. Prior to use, the **CONTRACTOR** and the **COUNTY** will establish and record the certified cubic yards capacity and will inspect each haul truck. The **CONTRACTOR** will include and provide disposal tickets, field inspection reports, and other data sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement, if applicable. The **CONTRACTOR** will assist the **COUNTY** in preparation of Federal (FEMA, DOT, etc.) and State reports for any potential reimbursement through the training of **COUNTY** employees and the review of documentation prior to submittal. The **CONTRACTOR** will work closely with the North Carolina Division of Emergency Management, FEMA, DOT and other applicable State and Federal Agencies to ensure that eligible debris collection and data documenting same appropriately addresses concerns of the likely reimbursement agencies.

### 2. Priority of Work Areas

The **COUNTY** will establish the priority of and shall approve each work area in advance, which the **CONTRACTOR** will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The **CONTRACTOR** shall remove all eligible debris and leave the site from which the eligible debris was removed in a clean and neat condition with the understanding that there will be certain debris that is not picked up by equipment, machinery and general laborers used by the **CONTRACTOR**. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the **COUNTY**.

### 3. Working Hours

All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the TDSRS's will be allowed during visible daylight hours only between dawn and dusk. The **CONTRACTOR** may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the TDSRS's, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the **CONTRACTOR** deems it necessary and safe. **CONTRACTOR** shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

#### 4. Debris Disposal

The **CONTRACTOR** shall process, recycle and dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State, and local laws, standards and regulations. Final disposition locations shall be at the discretion of the **CONTRACTOR** with prior acceptance by the **COUNTY**, except for those materials to be landfilled as determined by the **COUNTY**. Debris to be landfilled will be at the **COUNTY**'s designated landfill facility or as directed by the **COUNTY**. The **CONTRACTOR** and **COUNTY** inspectors assigned to the disposition process shall maintain disposition and disposal records and documentation. Documentation shall be quantified in Cubic Yards or Tons if direct haul to landfill.

#### 5. White Goods

The **CONTRACTOR** may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in the North Carolina Administrative Code. The **CONTRACTOR** shall dispose of all white goods encountered in accordance with applicable Federal, State and local laws.

Any white goods that may contain Freon, such as refrigerators, freezers, or air conditioners, shall have the Freon removed by the **CONTRACTOR** in accordance to applicable regulatory requirements.

#### 6. Multiple Schedule Pass

The **CONTRACTOR** shall make multiple scheduled passes of each site, location, or area impacted by the disaster. This manner of debris removal is required to allow citizens and the **COUNTY** to return to their properties and bring debris to the right-of-way as recovery progresses. The number and schedule of passes shall be determined through **COUNTY/CONTRACTOR** consultation. It is the **COUNTY**'S intent that the **CONTRACTOR** will make as many passes as the **COUNTY** may direct to complete the removal and lawful disposal of all-natural disaster generated debris.

#### 7. Certification of Load Carrying Capacity

The **CONTRACTOR** shall submit to the **COUNTY** certification indicating the type of vehicle, make, model, license plate number, **CONTRACTOR** equipment number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual physical measurement performed by the **COUNTY** or its Monitor. The reported maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. Vehicles shall be labeled with distinctive numbers for the **COUNTY**.

All trucks and trailers utilized in hauling debris shall be provided with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulation, cover the front and/or sides, and are constructed in a manner to withstand severe operating conditions. Once installed, all sideboards and extensions must remain in place throughout the operation, or the vehicle must be re-measured and remarked. All extensions to the bed are subject to acceptance or rejection by the **COUNTY**. The **CONTRACTOR** shall cover the tarping of loads.

## 8. Traffic Control

The **CONTRACTOR** shall mitigate the impact of their operations on local traffic to the fullest extent practicable. The **CONTRACTOR** is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDSRS. The **CONTRACTOR** shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all Federal, State, and local laws, regulations, and ordinances governing personnel, equipment and workplace.

## 9. Storm Debris Hotline

The **CONTRACTOR** shall establish a storm debris hotline system to handle incoming calls for information and complaints concerning the storm debris operation. The **CONTRACTOR** shall maintain an office and shall provide sufficient staffing to ensure quality storm debris information dissemination and receipt of complaints about the storm debris operation. The office shall be established no later than 24 hours after the **COUNTY**'s notice to proceed. This office shall remain open to business for the hours as determined by the **COUNTY**.

The **CONTRACTOR** shall be staffed and have the technology to accept all request for information and complaints. The **CONTRACTOR** shall provide an answering machine or voice mail service during non-office hours for customer calls. During office hours, these services must be maintained regularly. During non-office hours, questions and complaints shall be recorded and answered no later than the following business day.

The **CONTRACTOR** shall provide computer data base tracking of **COUNTY** resident and business complaints related to the disaster event.

## 10. Coordination with Recovery Operation Center

The **CONTRACTOR** shall be required to provide current/up-to-date field condition information to the **COUNTY**'S EOC-Recovery Operation Center.

## 11. CONTRACTOR Required Submittals and Tasks with Timeframes from Contract NTP if Pre-Event Awarded Contract

<b>CONTRACTOR</b> site visit of <b>COUNTY</b> TDSRS	30 Days
Aerial Markups of TDSRS with Site Layouts	60 Days
Load Tickets with Use Procedure	30 Days
<b>CONTRACTOR</b> Load Ticket Accounting Software	30 Days
<b>CONTRACTOR</b> Debris Separation Requirements/Procedures	30 Days

## **GENERAL NOTICES AND SUBMITTAL INSTRUCTIONS**

All interested firms must fully complete, sign and submit a Bidder Certification Cover Sheet, and the Proposal Price sheets for Disaster Debris Management Services provided herein. All three (3) pages must accompany each response submitted.

**Submission Deadline** – The proposals must be received no later than the date and time listed on page one of this solicitation. The department will not accept electronically transmitted, late, or misdirected submittals. If less than three (3) interested firms respond to this solicitation, the department may extend the deadline for submission and notify all interested parties. Submittals will only be opened following the final submittal due date, as announced in this Request.

**Period of Irrevocability** – Submissions are considered irrevocable for a period of not less than SIXTY (60) days following the established due date and may not be withdrawn without written express permission of the Emergency Services Director.

**Certificate of Authorization (“COA”)** – Pursuant to Chapter 55A, Article 15.01(a) **Authority to conduct affairs required**, of the North Carolina General Statutes, no foreign corporation shall conduct affairs in this State until it obtains a certificate of authority from the Secretary of State. A copy of the current COA for the firm and the current North Carolina registration for the individual(s) who would perform the work must be included in the response to this request for RFP.

**Submittal Costs** – Any and all costs associated with developing and/or submitting responses to this solicitation including oral or written clarifications of its content shall be the responsibility of the interested firm.

**Access to Public Records** – All materials submitted to the **COUNTY** for consideration will be considered public records.

## GENERAL NOTICES AND SUBMITTAL INSTRUCTIONS (CONTINUED)

### A. SUBMISSION PACKAGE

Please provide one (1) signed original, clearly marked as an original and five (5) duplicate copies of the proposal. Each Proposer must submit only one (1) copy of the Price Proposal 16 through 21 of these documents in an envelope separate from the narrative portion of the response. Each Proposer must submit only one (1) copy of the Financial Reports in an envelope separate from the narrative portion of the response. Do not include copies of the Price Proposal pages in with the narrative copies.

Each element of the proposal shall be individually tabbed and indexed. Page limitations are specified below. A page shall consist of one typewritten (10 or 12 characters per inch) side of standard size 8 ½ x 11-inch stationery. No photo reduction of text is allowed. Any photographs, maps, diagrams, charts, or other non-text contents, which provide information about the respondent will be included in the page count. Foldout inserts will be converted to 8 ½ x 11-inch equivalents and rounded upward to the next whole page.

### B. CONTENT

The proposal shall consist of the following four (4) parts:

**1.0 Transmittal Letter** - This is to serve only as the document covering transmittal of the Proposal package and shall not exceed one (1) page. The letter should provide the name, title, address, and telephone number of the official contact person and an alternate. These individuals shall have the authority to bind the **CONTRACTOR** and shall be available to be contacted by telephone or attend meetings as may be appropriate.

**2.0 Financial Reports** - Provide the following information.

∑ **Financial Statements**

- Audited financial statements for the last two (2) years
- Audited financial statements of the applicant's parent company for the past two (2) years.
- Audited financial statements of any and all co-applicants' partners for the past two (2) years.
- Interim quarterly financial statements to date subsequent to the last financial audit.

∑ **SEC Reports**

- The most current 10K report
- The most current 10Q report

- Σ **Ratios**
  - Income statement and balance sheet ratios which are standard to the bidder's industry's Corporate Structure
  - Description of ownership/legal structure of applicant
  - Description of ownership/legal structure of co-applicant's partners/etc.
  - Description of ownership/legal structure of parent corporate
  - Organization chart of applicant as it relates to parent corporation, holding company, co-applicants, subsidiary corporations and/or affiliated companies
  
- Σ **Credit**
  - List of all lines of credit
  - Status of all lines of credit
  
- Σ **Cash Flow Projections**
  - Provide detailed projections and assumptions of cash flows showing project revenues, operating and capital expenditures through the life of the contract of the corporation providing the goods/services to Lenoir **COUNTY**
  
- Σ **Litigation**
  - List of litigation, past, pending and threatened to applicant and relevant associated corporate entities
  - Actual and/or potential financial impact
  - Indicate whether applicant has ever filed bankruptcy and describe the circumstances.
  
- Σ **Debt Information**
  - Covenant tests required in conjunction with existing loan agreement/s
  - Certification from the company's chief financial officer that, as of the date of such certification, no events of default have occurred or are continuing under the terms of the company's outstanding debt
  
- Σ **Other**
  - The period of performance is for a three-year term. The **COUNTY** shall terminate the contract at any time for convenience. The successful bidder understands and agrees to provide to the **COUNTY** the above listed documents, statements and reports on an annual basis. These documents, statements and report shall be provided within 90 days following the end of the bidder's fiscal year. The **COUNTY** reserves the right to request interim quarterly financial reports.

## 2.1 DETAILS/EXCEPTIONS PERTAINING TO THE ABOVE

### Financial Statements

The audited financial statements should be performed by a reputable firm of independent certified public accountants. In situations where audited financial statements are precluded, the applicant must provide:

1. Un-audited financial statements for the last two (2) years
2. Federal Tax returns for the last two (2) years
3. Un-audited interim quarterly financial statements subsequent to the last fiscal year's un-audited statements
4. For situations where the applicant corporate entity and/or related parent company, co-applicant, etc. is less than five years old, provide the 1.a, b, c for all years of existence.
5. Will be evaluated for profitability in three of the applicant's last five years and demonstration of positive trend for the future.

**SEC Reports** - Not applicable for applicants that are not public corporations

**Ratios** - Applies to all applicants. Industry standard ratios, where available, will be the basis for comparison. In situations where industry standard ratios are not available, the COUNTY will use appropriate ratios applicable to the vendor's financial strength relative to the type of work to be performed for the COUNTY.

**Corporate Structure** - Applies to all applicants, from sole proprietorship to subchapter S corporations to public corporations.

**Credit** - Applies to all applicants

**Cash Flow Projections** - Applies to all applicants

**Litigation** - Applies to all applicants

**Debt Information** - Applies to all applicants

Respondents are required to submit the company's past two years of audited financial statements to demonstrate their current financial condition and stability. The audited financial reports shall be submitted in a separate envelope and must be marked in the left-hand corner on the outside of the envelope as follows:

- ∑ Financial Statements
- ∑ Disaster Recovery Services
- ∑ RFP No:
- ∑ Opening Date:
- ∑ Name & Address of Respondent:
- ∑ Telephone Number of Respondent:

The **COUNTY** will maintain the confidentiality of such financial data to the extent allowed by law. A condition of any contract entered into between the **COUNTY** and an awarded **CONTRACTOR** will be that the **CONTRACTOR** shall provide on an annual basis copies of the **CONTRACTOR**'s audited financial statements to demonstrate the **CONTRACTOR**'s financial stability. Failure to provide such audited financial statements on an annual basis may result in the contract being terminated.

### 3.0 Compensation Schedule

The Respondent shall complete the compensation schedule included herein in Appendix F - Proposal Section. The Quote for Disaster Recovery Services form is not included in the page count. The **CONTRACTOR** is to include all costs that the **CONTRACTOR** may anticipate incurring during the performance of the disaster recovery work as outlined in Appendix F – Proposal Section.

Proposers shall declare that, to the best of their knowledge and experience with Federal and State reimbursement procedures and requirements, that all proposed costs and payment methods are reasonable and customary for the service listed.

### 4.0 Technical Response

The technical response shall contain the five (5) sections outlined below and shall not exceed 35 pages:

#### ∑ Company Experience

This section should provide information on the **CONTRACTOR**'s historical background and experience on disaster recovery projects including the **CONTRACTOR**'s previous experience with proposed joint ventures and key **SUB-CONTRACTOR(S)**. The **CONTRACTOR**'s background should include: the number of years that the company has been in existence; the number of years the **CONTRACTOR** has been involved with disaster recovery and debris removal; the organization of the disaster recovery team; and the **CONTRACTOR**'s history and experience working with the proposed joint venture or major **SUBCONTRACTOR** on disaster recovery and debris removal.

The **CONTRACTOR** should document a thorough understanding of the elements affecting the removal and processing of mixed debris following a disaster event. The experience and expertise of contract managers and key personnel should be discussed.

The **CONTRACTOR** should document their ability to establish and operate multiple temporary debris processing sites throughout the **COUNTY** where collected debris may be sorted, screened for soil, recycled, ground, mulched, burned, or otherwise segregated for transport and disposal at a designated facility within **LENOIR COUNTY**. The **CONTRACTOR**'s disclosure should include their knowledge of the regulations affecting the removal, processing and disposal of mixed debris.

The **CONTRACTOR** should document their expertise and experience in assessing, removing, and disposing of specialty debris including hazardous materials, hazardous wastes, bio-hazardous wastes, dead animals, and hazardous stumps.

The **CONTRACTOR** should document their expertise and experience in demolition of structures, and debris removal from private property (Right-of-Entry Programs) and publicly owned property (other than Rights-of-Way).

The **CONTRACTOR** should document their expertise and experience in assisting governmental entities in providing community relations including the company's ability to create audio/visual presentations and fact sheets.

## Σ Resources and Availability

Availability of the contract managers and key personnel must be identified. **SUB-CONTRACTOR(S)** shall be identified and the intended scope of their work detailed. The types and quantities of recovery equipment must be identified. The **CONTRACTOR** must clearly identify that equipment owned by the **CONTRACTOR** separately from the equipment available from other sources. The **COUNTY** expects personnel, **SUB-CONTRACTOR(S)** and equipment identified in the proposal response to be available for work to complete services identified under this solicitation. The **COUNTY** further expects that the identified equipment will be sufficiently maintained so as to be available to operate in a safe and reliable manner. The **CONTRACTOR** must provide reasonable assurance that the identified personnel will be available to work on future projects. The **CONTRACTOR** must provide reasonable assurance that all equipment identified for disaster recovery will be available and are not contractually obligated to other projects (e.g. residential collection contracts, solid waste transfer contracts, or other disaster debris removal contracts.) The **CONTRACTOR** shall provide a list of all contractual obligations within North Carolina for similar disaster recovery services and provide reasonable assurance that such contracts will not interfere with or preclude the **CONTRACTOR** from responding to the **COUNTY** with the **CONTRACTOR**'s full force of manpower and equipment. The **CONTRACTOR** shall disclose future contractual obligations within the State of North Carolina throughout the term of the contract and provides reasonable assurance that such obligations will not preclude the **CONTRACTOR** from meeting its obligations under this RFP.

The **CONTRACTOR** must include a mobilization/operation plan that outlines the **CONTRACTOR**'s mobilization/operation procedures following a disaster event. Any supplemental plans or operating procedures referenced in proposal must be submitted with your proposal. These additional supporting documents will not count towards the total page count. This outline should include a breakdown of the time required to perform each mobilization task including the time required to mobilize the **CONTRACTOR**'s forces, time to establish an on-site emergency response and communication center, time to mobilize recovery equipment, time to establish Temporary Debris Storage and Reduction Sites (TDSRS), and the time required to mobilize **SUB-CONTRACTORS**. The mobilization/operation plan shall include a breakdown of the manpower and equipment that will be assembled during each phase of the **CONTRACTOR**'s response. The response should meet the following minimum standards:

- Following a notice to mobilize, the ability to provide an advance team to the **COUNTY** Emergency Operations Center prior to hurricane landfall;
- Ability to marshal/stage personnel and equipment for rapid deployment into the **COUNTY** while protecting those assets from damage/destruction from the event;
- Ability to be fully operational for clearing debris to open emergency routes within 24 hours of initial notice to proceed;
- Ability to be fully operational for hauling, sorting, and storing of debris within 48 hours of initial notice to proceed;
- Ability to be fully operational for the reduction and disposal of debris within 72 hours of initial notice to proceed;
- Ability to maintain full operational capability, 12 hours per day, 7 days per week for an extended period;
- Ability to rapidly adjust the flow of resources based on the extent and magnitude of damage/debris.

Based on the Category 3 debris quantities noted on page 5, Category III-14.6 million cubic yards, the **CONTRACTOR** response should meet the following minimum standards:

- Ability to complete the entire debris management process from initial clearance through final disposal within 180 days from initial notice to proceed.

The operation plan for the TDSRS shall describe the operations expected – materials handling, reduction, storage, recycling operations, equipment maintenance, etc. The **CONTRACTOR** shall include provisions for air curtain burning.

A description of the on-site emergency response and communication center must be provided including the type of communication employed by the **CONTRACTOR** and the **CONTRACTOR**'s ability to interface with the **COUNTY**'s emergency response equipment.

## Σ Project Management

The **CONTRACTOR** should describe the organizational structure, **CONTRACTOR** assigned liaison officer, plans to meet with the **COUNTY** at the location and times specified, and “chain of command” of the **CONTRACTOR**'s response team and the project management methods that are most appropriate to perform the contract services outlined in Section V. The discussion should include: methods for communicating with team members and **COUNTY** emergency management staff, protocols for team work assignments, data management and project tracking methodologies and capabilities, schedule controls, and any other appropriate management considerations. The **CONTRACTOR** should also discuss the **CONTRACTOR**'s staffing and ability to supervise multiple clean-up crews and **SUB-CONTRACTOR(S)**. This discussion should include the **CONTRACTOR**'s project management methods that ensure the quality of the work being performed by the **CONTRACTOR**'s crews and **SUB-CONTRACTOR(S)**.

**CONTRACTOR** shall provide a comprehensive description of their proposed quality control plan. The description shall include, as a minimum, the **CONTRACTOR**'s quality control organization and its authority, the **CONTRACTOR**'s overview of the tasks to be inspected, reports and methods of inspections.

### Σ **Federal and State Reporting and Reimbursement**

The **CONTRACTOR** shall provide a detailed description of their experience and success in filing for and receiving Federal (FEMA, DOT, etc.) and State reimbursements for disaster recovery work. This discussion should include the **CONTRACTOR**'s experience in preparing and submitting Federal/State Project Work Sheets. The **COUNTY** reserves the right to require all **CONTRACTORS** to use a single specified format for data management and project tracking.

### Σ **Past Performance**

The **COUNTY** will verify past performance by contacting the client references provided.

The **CONTRACTOR** must list a minimum of three (3) separate and verifiable disaster recovery events and their associated clients. Clients listed must be for completed work on disaster recovery projects or debris removal and processing projects that are similar to those identified in Section V. At least two of the client references shall be for a disaster recovery project performed for a public or governmental agency. At least three of the client references shall be for disaster recovery project performed as the lead **CONTRACTOR**. Confidential clients shall not be included. Respondents using joint ventures should include former clients of the venture. Information on each client shall be provided in the following format:

- Project/Event Title
- Client name, address and telephone number
- Contact Person and telephone number
- Location of project (if different than above)
- Project term
- Performance period
- Approximate fee for services
- Brief description of project

Included below are the relative weights given to each of the criteria listed.

Criteria	Maximum Possible Score
Company Experience	15
Resources and Availability	15
Project Management	15
Federal/State Reporting and Reimbursement Support	15
Financial stability and capacity	15
Reasonableness of Cost	25

## AGREEMENT

The term of this agreement will be for (3) three-years. The **COUNTY** shall have the option of extending the agreement for two (1) additional year, as approved by the **COUNTY**, at the same terms and conditions by giving the firm written notice not less than thirty (30) days prior to the expiration of the initial term.

The **COUNTY** shall terminate the contract at any time for convenience.

A Selection Committee will review proposals that are received. Proposals that are non-responsive to the above requirements shall not be included for evaluation for possible short-listing. T

The **COUNTY** will evaluate the proposer's current financial stability and financial ability to enter into a contract to perform the requested services. This evaluation will be based on the company's past two (2) years of reviewed or audited financial statements and any other pertinent financial information obtained on the proposer within the two (2) year period. The company must be financially capable to contract for the services outlined in this RFP. The proposer must have ability to obtain sufficient bonding and to guarantee operations and pay vendors and **SUB-CONTRACTOR(S)** for one hundred and twenty (120) days prior to receiving payment from the **COUNTY**. This is a minimum qualification and will be evaluated on a pass/fail basis. In the event of secondary and/or tertiary awards lowest overall pricing may or may not determine contract award. The scale to determine price ranking is located on [page 22](#).

### **The COUNTY reserves the following rights:**

1. Award a contract to more than one proposer.
2. Award to a primary, secondary and tertiary **CONTRACTOR(s)**.
3. Award each task separate to any one of the top three ranked proposers.
4. Conduct pre-award discussion with any or all, responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all proposers prior to selection. (Selection Committee)
5. Request that proposer(s) modify their proposal to more fully meet the needs of the **COUNTY** or to furnish additional information as the **COUNTY** may reasonably require. (Selection Committee)
6. Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award. (Selection Committee)
7. Process the selection of the successful proposer without further discussion. (Selection Committee)
8. Accept or reject qualifications or proposals in part or in whole. (Selection Committee)
9. Request additional qualification information. (Selection Committee)
10. Limit and/or determine the actual contract services to be included in a contract, if applicable. (User Division)
11. Obtain information for use in evaluating submittals from any source. (Contract Manager)
12. Waive any irregularity in any proposal, or reject any or all submittals, should it be deemed in the best interest of Lenoir **COUNTY** to do so. (**COUNTY** Administration)
13. The **COUNTY** shall be the sole judge of proposers' qualifications. (Selection Committee, Purchasing Director, or Board of **COUNTY** Commissioners as may be applicable)

**Unreasonable Charges** – Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, **CONTRACTOR**'s are placed on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the **COUNTY** of Lenoir shall promptly notify the **CONTRACTOR**, in writing, as to those charges, which it considers unreasonable, and the basis for the determination. A **CONTRACTOR** may not institute legal action unless a settlement cannot be reached within ninety (90) days of notification.

**Cancellation of Project** – The DMTF, with the approval of the director, may choose to cancel this project and recommend rejecting all RFP's.

***Notwithstanding the above, the COUNTY reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any and all proposals, and to award in its best interest.***

## GENERAL CONDITIONS

### 1. CONTACT

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of **COUNTY** Commissioners or any employee of Lenoir **COUNTY** other than the Purchasing Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer **shall** be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

### 2. INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage's and amounts of coverage not less than those set forth below. Provide to the **COUNTY** original Certificates of Insurance satisfactory to the **COUNTY** to evidence such coverage before any work commences. The **COUNTY** shall be named as an additional insured on all policies related to the project; excluding workers' compensation and professional liability. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the **COUNTY**. The **COUNTY** requires 30 days written notice of cancellation and 15 days written notice of non-payment. In the event of any failure by the firm to comply with the provisions; the **COUNTY** may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the **COUNTY** may purchase such insurance at the firm's expense, provided that the **COUNTY** shall have no obligation to do so and if the **COUNTY** shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

∑ Admitted in NC	Yes
∑ Employer's Liability	\$100,000
∑ All States Endorsement	Statutory
∑ Voluntary Compensation	Statutory

Commercial General Liability Insurance - \$4,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverage's:

Premises and Operations - Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the

Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverage's;  
Independent **CONTRACTORS**;

Independent **CONTRACTORS** - Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; and Cross Liability Endorsement.

Comprehensive Automobile Liability Insurance - \$2,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all own, hired and non-owned vehicles.

### 3. PERFORMANCE BOND

An initial performance bond issued in a sum equal to \$1 Million by a surety company considered satisfactory by Lenoir **COUNTY** and otherwise authorized to transact business in the State of North Carolina shall be required from the successful proposal for purposes of insuring the faithful performance of the obligations imposed by the resulting contract. An Event Performance Bond shall be required within seven days after an Event notice to proceed is issued in the following amounts; Tropical Storm to Hurricane Category I and II shall be in the amount of \$10 million, Category III and above shall be in the amount of \$25 million. Event performance bonds must comply with all other requirements unless otherwise stated. If the catastrophic event diminishes after the Event notice to proceed is issued, a stop work order will be issued to cancel the Event performance bond.

### 4. SECURITY FORFEITURE

If within ten days after notification by Lenoir **COUNTY** of the **COUNTY'S** award of a contract, the Successful Proposer/**CONTRACTOR** refuses or otherwise neglects to execute the required written contract and fails to furnish the required Performance Bond the amount of the Proposal/Bid Bond shall be forfeited and the same shall be retained by Lenoir **COUNTY**. No plea of mistake in the proposal or misunderstanding of the conditions of forfeiture shall be available to the Proposer for the recovery of his proposal security or as a defense to any action based upon the neglect or refusal to execute a written contract.

### 5. INDEMNIFICATION

The firm shall, in addition to any other obligation to indemnify the **COUNTY** and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the **COUNTY**, their agents, elected officials and employees from and against all claims, actions, liabilities, losses, costs, including attorney's fees, arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of the consultant, any **SUB-CONTRACTOR**, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule, regulation or infringement of patent rights by the firm in the performance of the work; or liens, claims or actions made by the firm or any **SUB-CONTRACTOR** or other party performing the work.

## 6. PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a **CONTRACTOR**, supplier, **SUB-CONTRACTOR**, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

## 7. EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The **COUNTY** is an equal opportunity/affirmative action employer. The **COUNTY** is committed to equal opportunity employment effort; and expects firms that do business with the **COUNTY** to have a vigorous affirmative action program.

## 8. MINORITY BUSINESS ENTERPRISE

**§ 63A-19 Goals for participation by minorities, women, and the disabled.** The **COUNTY** shall verify its efforts to achieve the goals established in this section for participation by minority business enterprises, women's business enterprises, and disabled business enterprises in the total value of contracts awarded by the **COUNTY** in each of the following categories:

- (1) Contracts for capital construction or repair projects.
- (2) Contracts for goods.
- (3) Contracts for professional and other services.

The goals for the Authority are as follows:

- (1) Ten percent (10%) participation by minority business enterprises.
- (2) Five percent (5%) participation by women's business enterprises.
- (3) Two percent (2%) participation by disabled business enterprises.

The DMTF and Director will use the interested firm's submittal to this section of the RFP to determine the firm's "responsiveness."

## 9. AFFIRMATION

By submitting his/her proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the **COUNTY**.

## 10. DEVELOPMENT COSTS

Neither the **COUNTY** nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposal's ability to meet the requirements of the RFP.

## 11. ADDENDA

The **COUNTY** may record its responses to inquiries and any supplemental instructions in the form of written addenda. The **COUNTY** may mail written addenda before the date fixed for receiving the proposals. Proposers shall contact the Purchasing Division to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding. All inquiries shall be in writing and addressed to Lenoir **COUNTY** Administration, P.O. Box 3289, Kinston, NC, 28502.

## 12. CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of Lenoir **COUNTY** or the State of North Carolina, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the **COUNTY**.

## 13. DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the **COUNTY** for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

## 14. APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of North Carolina and any litigation with respect thereto shall be brought only in the courts of Lenoir **COUNTY**, State of North Carolina. The proposer shall comply with all applicable federal, state and local laws and regulations.

## 15. CONTRACT

All contracts are subject to final approval of the Lenoir **COUNTY** Board of **COUNTY** Commissioners. Persons or firms which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

## 16. PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which offer or shortens the acceptance period may be rejected.

## 17. ADDITION/DELETION

The **COUNTY** reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the **COUNTY**.

## 18. PROPRIETARY INFORMATION

In accordance with **Chapter 119 of the North Carolina Statutes (Public Records Law)** and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are requested to **identify specifically** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law.**

All proposals received from proposers in response to this Request for Proposal will become the property of the **COUNTY** and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the **COUNTY**.

## 19. LIMITATIONS

The **COUNTY** reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the **COUNTY** for costs incurred in preparation of responses to this RFP.

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## **PROJECT-SPECIFIC EVALUATION CRITERIA**

Note: Additional information may be required. Please number responses accordingly.

1. Identify the office location responsible for this project.
2. Identify project manager and key personnel. The **COUNTY** reserves the right to reject personnel.
3. Provide evidence of satisfactory completion of similar projects in the past five (5) years at similar facilities to include scope, duration and if the project(s) were completed on time and within budget.
4. Describe any cost savings that would arise as a result of the firm's ability to provide goods and/or services in more than one category.
5. Identify **SUB-CONTRACTORS**, sub-consultant(s) that may be used on the project(s).
6. Provide evidence of ability and experience in providing goods and services in the emergency management and homeland security arena that involve input from a variety of governmental and community interests.
7. Provide evidence of ability and experience in completing projects within predetermined budget and time constraints and under extreme circumstances such as a natural or man-made emergency/disaster.
8. List all projects, including contract numbers, with the **COUNTY** of Lenoir during the past five (5) years – completed or active.
9. Provide references for all cited project(s) – completed or active.
10. Provide evidence of substantial experience within the **COUNTY** of Lenoir, if any.
11. Provide evidence of knowledge and experience with the State of North Carolina laws and/or **COUNTY** of Lenoir ordinances and local agencies responsible for emergency management and homeland security. (NC Dept of Transportation, NC DEQ)

## COMPANY PROFILE

**Note: Additional information may be required. Please number responses accordingly.**

1. Supply legal firm name, headquarters address, local office addresses, state of incorporation, and key firm contact names.
2. Supply the interested firm's Federal ID number.
3. Is the interested firm legally authorized, pursuant to the requirements of the State of North Carolina Statutes, to do business in the State of North Carolina?
4. Provide information about the firm's financial capabilities by supplying audited balance sheets, income statements, and annual reports for the past two (2) years. Include non-disclosure statement for privately held companies.
5. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the interested firm, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past five (5) years. Include in the description the disposition of each such petition.
6. List all claims, arbitration, administrative hearings, and lawsuits brought by or against the interested firm, its predecessor organization(s), or any wholly owned subsidiary during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute and the final outcome of the claim.
7. List and describe all criminal proceedings or hearings concerning business related offenses in which the interested firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.
8. Has the interested firm, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes provide details.
9. Has your company ever failed to complete any work awarded to you? If so, where and why?
10. Has your company ever been terminated from a contract? If so, where and why?
11. Insurance Requirements – Firms responding must provide a Certificate of Insurance indicating that the firm currently carries insurance. The level of insurance in effect at the time of submittal may be insufficient; therefore, a letter from the insurance carrier indicating upgrade availability must also be submitted.

## LEGAL REQUIREMENTS

1. **Type of Firm** – Provide a statement attesting to whether the firm is a supplier/distributor or a manufacturer of the offered solution.
2. **Discrimination Prohibited** – Compliance with the American Disabilities Act is required. No person shall on the grounds of race, color, or religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or denied employment in connection with any programs or activity funded in whole or in part with funds made available under the Omnibus Crime Control and Safe Streets Act of 1968, as amended, specifically the nondiscrimination provision that appears at 42 U.S.C. § 3789 c (1). Recipients/sub-grantees of funds under the Act are also subject to the provisions of Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1974, as amended; Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681; the Age Discrimination Act of 1975, 42 U.S.C. § 6102.
3. **Equal Opportunity Program Requirements** – All firms awarded a contract(s) must ensure that their employment practices comply with Equal Opportunity Requirements. **§ 126-16. Equal opportunity for employment and compensation by State departments and agencies and local political subdivisions** - All State departments and agencies and all local political subdivisions of North Carolina shall give equal opportunity for employment and compensation, without regard to race, religion, color, creed, national origin, sex, age, or handicapping condition as defined in G.S. 168A-3 to all persons otherwise qualified, except where specific age, sex or physical requirements constitute bona fide occupational qualifications necessary to proper and efficient administration. This section with respect to equal opportunity as to age shall be limited to individuals who are at least 40 years of age. (1971, c. 823; 1975, c.158; 1977, c. 866, s. 7; 1979, c. 862, s. 3; 1983 (Reg. Sess., 1984), c. 1116, s. 111; 1985, c. 571, s. 2; 1991, c. 65, s. 6.)
4. **Application of legal requirement to sub-CONTRACTORS, sub-consultants** – Whenever a firm awarded a contract(s) chooses to implement a project by further sub-contracting or consulting all or any part of the contract(s), the firm shall include the provisions of these standard legal requirements in a further sub-contract which shall be reduced to writing and submitted to the Director for **prior approval**. Such implementing sub-**CONTRACTORS** and/or consultants, when utilized by the firm, may be responsible for the day-to-day operations of the project, including hiring, terminations, and budget revisions, however, only when the contracts between the firm and the implementing sub-**CONTRACTORS** and/or consultants so specify. A signed copy of all such contracts must be forwarded to the Director.

5. **Ethical Standards/prohibited political activity/Campaign Contributions** – It is the responsibility of all firms awarded a contract to comply with applicable provisions of the State of North Carolina General Law concerning Code of Ethics.

**APPENDIX A - Acronyms**

**APPENDIX A - Acronyms**

COA	Certificate of Authorization
C&D	Construction and Demolition
CFR	Code of Federal Regulations
CWA	Clean Water Act
DEQ	Department of Environment Quality
DFW	Drug Free Workplace
DMS	Debris Management Site
DMTF	Debris Management Task Force
DOT	Department of Transportation
DPW	Department of Public Works
DRM	Disaster Recovery Manager
DTFL	Debris Task Force Leader
EO	Executive Order
EPA	Environmental Protection Agency
ER	Emergency Relief
ESA	Endangered Species Act
ESF	Emergency Support Function
FEMA	Federal Emergency Management Agency
GIS	Geographic Information System
GPS	Global Positioning System
HHW	Household Hazardous Waste
HUD	Department of Housing and Urban Development
IA	Individual Assistance
ICS	Incident Command System
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NRCS	Natural Resources Conservation Service
NRP	National Response Plan
PA	Public Assistance
PDA	Preliminary Damage Assessment
PNP	Private Non-Profit
PPDR	Private Property Debris Removal
PW	Project Worksheet
RCRA	Resource Conservation and Recovery Act
RFP	Request for Proposal
ROA	Rights of Way
SWM	Solid Waste Management
TDSR	Temporary Debris Staging and Reduction
USACE	United States Army Corps of Engineers
USDA	United States Department of Agriculture

**APPENDIX B – Terms Used in this Document**

## APPENDIX B - Terms Used in This Document

**Chipping or Mulching** - The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms “chipping” and “mulching” are often used interchangeably.

**Construction and Demolition Debris (C&D)** - The definition of construction and demolition debris may vary between States. Construction and demolition debris can be defined as damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures.

**Debris** - Items and materials broken, destroyed, or displaced by a natural or man-made Federally declared disaster. Examples of debris include, but are not limited to, trees, construction and demolition material, and personal property.

**Debris Clearance** - Clearing roads by pushing debris to the roadside to accommodate emergency traffic.

**Debris Management Site (DMS)** - A location where debris is sorted, processed, reduced in volume, and/or disposed of (if debris management activities take place at a permanent disposal site).

**Debris Removal** - Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill, or other reuse or end-use facility.

**Demolition** - The act or process of reducing a structure, as defined by State or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

**Garbage** - Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics, and papers.

**Hazardous Waste** - Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity, or toxicity.

**Hold Harmless** - Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

**Household Hazardous Waste (HHW)** - Used or leftover contents of consumer products that contain chemicals defined in regulatory terms under the Resource Conservation and Recovery Act as appearing on one of the four hazardous waste lists or exhibiting one of the following characteristics: ignitability, corrosivity, reactivity, or toxicity. 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.

**Infectious Waste** - Waste capable of causing infections in humans, including contaminated animal waste, human blood and blood products, isolation waste, pathological waste, and discarded sharps (needles, scalpels, or broken medical instruments).

**Legal Responsibility** - In the context of debris management, a statute, formally adopted legal code, or ordinance that gives local government officials responsibility to perform work on public and/or private property.

**Debris Monitoring** - Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Public Assistance grant reimbursement.

**National Response Plan (NRP)** - A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures, and specific assignments and agencies involved in Federal assistance to supplement State, tribal, and local efforts.

**Outbuilding** - Any structure secondary to a house such as a barn, shed, or outhouse separated from the main structure.

**Recycling** - Activities by which discarded materials are collected, sorted, processed, and converted into raw materials and are then used in the production of new products.

**Right of Entry** - As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

**Right-of-Way** - The portions of land over which facilities such as highways, railroads, or power lines are built. It includes land on both sides of the facility up to the private property line.

**Scale/Weigh Station** - A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped, and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

**Tipping Fee** - A fee based on weight or volume of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs. The fee also may include amounts to cover the cost of closing the current facility and/or opening a new facility.

**United States Army Corps of Engineers (USACE)** - A component of the United States Army responsible for constructing and maintaining military installations and other government owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

**White Goods** - White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters.

**APPENDIX C – Bid Bond**

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ (hereinafter called the Principal) and \_\_\_\_\_ (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of \_\_\_\_\_, and authorized to do business in the State of North Carolina, are held and firmly bound unto the Board of County Commissions, Lenoir County, North Carolina, in the full and just sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) good and lawful money of the United States of America, to be paid upon demand of the **COUNTY**, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the **COUNTY**, a Bid Proposal for the purpose of \_\_\_\_\_

WHEREAS, the Principal desires to file this Bond in lieu of a certified Bidder's check otherwise required to accompany this Bid Proposal;

NOW THEREFORE, the conditions of this obligation are such if the Bid Proposal is accepted, the Principal shall, within ten (10) days after the date of receipt of written Notice of Award of Contract execute a Contract in accordance with the Bid Proposal and upon the terms, conditions and price set forth therein, in the form and manner contained in the Contract Documents and executes a sufficient and satisfactory Contract Documents and executes a Public Construction Bond payable to **COUNTY**, in the amount of 100 percent (100%) of the total Contract Price, in form and with surety satisfactory to said **COUNTY**, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid **COUNTY**, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

The amount must be expressed as being at least five percent (5%) of the sum of the total amount of the initial Performance Bond.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

ATTEST: PRINCIPAL: \_\_\_\_\_

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_ (SEAL)  
Authorized Signature (Principal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title of Person Signing Above

ATTEST: SURETY: \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_ (SEAL)  
Attorney in Fact

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Business Address

NOTES:

1. Write in the dollar amount of the bond, which must be at least five percent (5%), of the total of the Base Bid included in the Proposal.
2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
3. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**APPENDIX D – Payment Bond**

KNOW ALL MEN BY THESE PRESENT: That \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, located at \_\_\_\_\_ (Business Address) are held and firmly bound unto the Board of COUNTY Commissioners, Lenoir COUNTY, North Carolina, as Obligee in the sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with the COUNTY dated \_\_\_\_ day of \_\_\_\_\_ a copy of which is hereto attached and made a part hereof for Disaster Debris Management Services.

This Bond is being entered into to satisfy the requirements of North Carolina Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as **CONTRACTOR** is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

AS security for faithful performance; simultaneously with his delivery of the executed contract, the bidder shall furnish the County an executed bond in the amount of one hundred (100%) of the accepted bid as security for faithful performance of his contract and for payment of all persons performing labor or furnishing materials in connection therewith, prepared on the Bond Company's document and have a surety thereon, with such company and companies approved by the County.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

ATTEST:

PRINCIPAL: \_\_\_\_\_

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_ (SEAL)  
Authorized Signature (Principal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title of Person Signing Above

ATTEST:

SURETY: \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_ (SEAL)  
Attorney in Fact

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Business Address

**APPENDIX E – Performance Bond**

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: That \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, located at \_\_\_\_\_ (Business Address) are held and firmly bound unto the Board of COUNTY Commissioners, Lenoir COUNTY, North Carolina, as Obligees in the sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with the **COUNTY** dated \_\_\_\_ day of \_\_\_\_\_ a copy of which is hereto attached and made a part hereof for Disaster Debris Management Services.

This Bond is being entered into to satisfy the requirements of Section 255.05, North Carolina Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as **CONTRACTOR** is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duty all the covenants, terms, conditions, and agreements of said Contract including, but not limited to the guaranty period and the warranty provisions, in the time and manner prescribed in the Contract, and
2. Pays **COUNTY** all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including costs and attorney's fees on appeal that **COUNTY** sustains resulting directly or indirectly from any breach of default by Principal under the contract, and
3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the **COUNTY** from all costs and damages which it may suffer by reason or failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the **COUNTY** for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the **COUNTY** harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon **COUNTY**'s pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by **COUNTY** and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Contract granted by **COUNTY** to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any proceeding.

Any changes in or under the Contract Documents (which includes the Plans, Drawings and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect

Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the sum of this Bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST: PRINCIPAL: \_\_\_\_\_

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_ (SEAL)  
Authorized Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title of Person Signing Above

ATTEST: SURETY: \_\_\_\_\_

Printed Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_ (SEAL)  
Attorney-in-Fact

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Business Address

**APPENDIX F – Proposal Section**

## PROPOSAL SECTION

The following are submitted by the bidder for the purpose of:

- A. Evaluating cost reasonableness of proposals
- B. Establishing price factors to be utilized in adjusting the estimated total price resulting from modification(s) issued or annual renewals.

ITEM #	DESCRIPTION	COST in \$	UNIT
1	C&D Debris Removal from Public Property (Right-of-way) and Hauling to Temporary Debris Storage and reduction site		
	0-15.9 miles		CY
	16-30.9 miles		CY
	31-60 miles		CY
2	Vegetative Debris Removal from Public Property (Right-of-way) and Hauling to Temporary Debris Storage and reduction site		
	0-15.9 miles		CY
	16-30.9 miles		CY
	31-60 miles		CY
3	C&D Direct Haul to Final Disposal site from Public Property (Right-of-way) (non TDSRS option)		
	0-15.9 miles		TON
	16-30.9 miles		TON
	31-60 miles		TON
4	Vegetative Direct Haul to Final Disposal site from Public Property (Right-of-way) (non TDSRS option)		
	0-15.9 miles		TON
	16-30.9 miles		TON
	31-60 miles		TON
5	Disaster deposited silt, mud or sand hauled from designated site to TDSRS or final disposal site		
	0-15.9 miles		CY
	16-30.9 miles		CY

	31-60 miles		CY
6	Re-Haul of C&D of previously documented Debris from TDSRS to final disposal site		
	0-15.9 miles		TON
	16-30.9 miles		TON
	31-60 miles		TON
	61-120 miles		TON
7	Cutting of standing tree determined by Owner to be hazardous (cutting only)		
	6 - 11.99 inch diameter		P/TREE
	12 – 23.99 inch diameter		P/TREE
	24 – 35.99 inch diameter		P/TREE
	36 – 47.99 inch diameter		P/TREE
	48 inch diameter and greater		P/TREE
8	Cutting or remove or both of Dangerous Hazardous Limbs from tree (must be greater than 2" at point of break to be eligible)		
	1 – 5 limbs		P/TREE
	6 – 10 limbs		P/TREE
	11 or more limbs		P/TREE
9	Bucking fallen trees on public right of way (if extending from private property, tree is cut from point of entry to ROW)		P/TREE
10	Hazardous Stump Extraction. Each stump to be measured 2 feet from mean ground level. This item is for extraction fee only, to include fill dirt, for hauling purposes, stumps will be converted to cubic yard measurement and haul under vegetative rate. <b>SEE NOTE</b>		
	>24 – 35.99 inch diameter		P/STUMP
	36 – 48 inch diameter		P/STUMP
	>49 inch diameter		P/STUMP
11	Collection, hauling and final disposition of eligible White Goods including but not limited to refrigerators, stoves, water heaters, washer, dryer, etc.		EA
12	Collection, hauling and final disposition of dead animal carcasses		LB
13	Staging collection and hauling to Owner designated solid waste		LB

	facility of Refrigerator contents or spoiled food		
14	Recovery of refrigerants from Refrigerant Containing Appliances (RCA) under EPA and LDEQ regulations. (NOTE – recovery will be attempted for each unit appearing to be intact. Each attempt may or may not result in recovery due to possible leakage prior to handling. Fee will be charged per attempt, not upon recovery success. Licensed recycler will dispose of recovered refrigerants.		EA
15	Reduction of debris materials, loading of debris, sorting, segregation, and preparation for re-haul and special equipment for handling materials.		CY
16	TDSRS preparation and reclamation as needed and maintenance throughout life of project. Closeout work includes reclamation and restoration by removal of construction.		CY
17	Sand Screening		CY
18	Load and Haul of storm deposited soils (silt, sand or mud)		CY
19	Clearing debris from ditches and drainage canals		
	1 foot to 10 feet (average width)		LF
	10.1 feet to 20 feet (average width)		LF
	20.1 feet to 35 feet (average width)		LF
	Greater than 35 feet (average width)		LF
20	Cleaning storm drain conduit		LF
21	Remove debris and clean storm drain catch basin		EA
22	De-watering and debris removal from flooded public buildings (libraries, government offices, courthouses, schools, etc). Item shall be utilized as necessary to abate imminent threats to public health and safety and includes but is not limited to the removal and relocation of debris within the structure to the public right-of-way for later load and haul at the stated fee rate herein.		SQFT
23	Demolition of private structures (if eligibility approved) – Item shall be utilized as necessary to abate imminent threat to public health and safety and includes but is not limited to the demolition removal and relocation of debris within the structure, debris resulting from the demolition, removal of white goods to the public right-of-way for later load and haul at the stated fee rates herein. Also includes utility disconnects as necessary.		SQFT
24	Pump, Load & Haul and Disposal of Sanitary sewerage due to storm damage to sewerage infrastructure		GAL
	<b>Emergency Road Clearing – generally limited to the first 70 hours of post disaster work, is subject to maximum dollar cap. See HO SHEET to propose rates for these services.</b>		

	Private property debris removal (right of entry work) upon private property, if authorized as eligible, by will be done according to as listed herein. Contractor shall engage in PPDR work only with a written right of entry document executed by the private property owner.		
	TDSRS and final disposal related items (NOTE – TDSRS site procurement cost to be borne by owner, tipping fees and other cost with final disposal operator to be borne by COUNTY and billed back to COUNTY at cost)		
<b>Graduated Volume Related Fee Reductions***</b>			
For items <b>2, 3, 4, 5, 6, 7 and 17</b> for high and extreme high volumes of work.			
<b>Group #1 (High Volume)</b> – Greater than 1.0 million cubic yards up to 10 million cubic yards = 10% Discount			
<b>Group #2 (Extreme High Volume)</b> – Greater than 10 million cubic yards (Group 1 not included) = 25% Discount			
***Reductions shall be applied only to the GROUP described above.			

**ITEM #11 – ROOT BALL MUST BE 50% OR MORE EXPOSED FOR ELIGIBILITY PURPOSES, FEMA MUST ULTIMATELY DETERMINE THE ELIGIBILITY OF EACH STUMP...."HAZARDOUS STUMP EXTRACTION AND REMOVAL ELIGIBILITY", FEMA DAP9523.11."**

## MANPOWER / EQUIPMENT

ITEM #	DESCRIPTION	COST in \$	UNIT
	<ul style="list-style-type: none"> <li>▪ <b>CONTRACTOR</b> will provide an hourly or usage rate schedule for manpower and equipment for above listed tasks that will be used to compensate <b>CONTRACTOR</b> based upon a not-to-exceed amount placed upon any specific work performed at an hourly or usage rate of issuance of a Notice-to-Proceed by the <b>COUNTY</b> to the <b>CONTRACTOR</b> as agreed upon by both parties. <b>The pricing for this item shall be submitted as a separate attachment to the proposal pages section.</b></li> <li>▪ Equipment rates are all inclusive, to include: fuel, operator(s), maintenance, etc.</li> <li>▪ The <b>COUNTY</b> and the <b>CONTRACTOR</b> shall have inspectors in the field with each work crew to monitor, record, and sign time sheets worked for each piece of equipment and crewmember present at a particular work site. The signed records shall be the basis for the <b>CONTRACTOR'S</b> invoice to the <b>COUNTY</b>.</li> </ul>		HR

EQUIPMENT	Hourly Rate w/ Operator
30 Ton Crane	
50 Ton Crane	
100 Ton Crane (8 hours minimum)	
JD 544 Wheel Loader with debris grapple	
JD 644 Wheel Loader with debris grapple	
Extendabroom Forklift with debris grapple	
753 Bobcat Skid Steer Loader with debris grapple	
753 Bobcat Skid Steer Loader with bucket	
753 Bobcat Skid Steer Loader with street sweeper	
30-50 H Tractor with Box Blade	
2 – 2.5 cu yd Articulated Loader with bucket	
3 – 4 cu yd Articulated Loader with bucket	
JD 648E Log Skidder, or equivalent	
16 – 20 Cubic Yard Dump Truck	
21 – 30 Cubic Yard Dump Truck	
31 – 50 Cubic Yard Dump Truck	

51 – 80 Cubic Yard Dump Truck	
Single Axle Dump Truck, 5 – 12 Cubic Yard	
CAT D4 Dozer	
CAT D5 Dozer	
CAT D6 Dozer	
CAT D7 Dozer	
CAT D8 Dozer	
<b>PERSONNEL / EQUIPMENT</b>	<b>Hourly Rate</b>
CAT 125 – 140 HP Motor Grader	
JD 690 Trackhoe with debris grapple	
JD 690 Trackhoe with bucked debris grapple	
JD 310 Rubber tired Backhoe with bucket and hoe	
210 Prentiss Knuckleboom with debris grapple	
CAT 623 Self-Loader Scraper	
Manual feed Debris Chipper	
Air Curtain Incinerator, self-contained	
300 – 400 HP Tub Grinder	
800 – 1,000 HP Tub Grinder	
40' – 60' Bucket Truck	
>60' Bucket Truck	
Fuel / Service Truck	
Water Truck	
Portable Light Plant	
Lowboy Trailer with Tractor	
Flatbed Truck	
Pick-up Truck (unmanned)	
Self-Loading Dump Truck with debris grapple	
Power Screen	
Stacking Conveyor	

Chainsaw	
Rubber Tire Excavator with debris grapple	
Temporary office trailer	
Mobile Command & Communications Trailer	

**APPENDIX G – USACE Debris Storage Site Requirements**

## DEBRIS STORAGE SITE REQUIREMENTS

- Estimate debris pile stack height of 10-feet.
- 60% usage of land area to provide for roads, safety buffers, burn pits and household hazardous waste areas.

**1 acre (ac) = 4,840 square yards (sy)**  
**10-foot stack height = 3.33 yards(y)**  
**total volume per acre = 4,840 sy/ac x 3.33 y = 16,117 cy/ac**

- From the example above, the acreage required for debris reduction sites is:

**7,000,000/ 16,117 cy/ac = 434 acres (required for debris storage only, no buffers, etc.)**

- To provide for roads and buffers, the acreage must be increased by a factor of 1.66.

**434 ac x 1.66 = 720 acres or, since one square mile (sm) = 640 acres  $720ac/640as/sm=1.12$  sm.**

- If you assume a 100-acre storage site can be cycled every 45 to 60 days or one time during the recovery period, then  $720/2 = 360$  ac or four 100-acre sites would be required.
- The number of sites varies with:
  - Size.
  - Distance from source.
  - Speed of reduction (mixed debris is slower than clean woody debris).
  - Removal urgency.
- The USACE commonly removes approximately 70% of the total volume generated with local governments, volunteer groups, and private individuals removing the remainder.

**If 7 million cy were estimated, the USACE would estimate removing approximately 4.9 million cy of debris.**

**APPENDIX H – USACE Categories of Debris**

## CATEGORIES OF DEBRIS

Debris removed will consist of two broad categories:

- Clean wood debris.
- Construction and demolition (C&D) debris.

The clean debris will come early in the removal process as residents and local governments clear yards and rights-of-way.

The debris removal mission can be facilitated if debris is segregated as much as possible at the origin along the right-of-way, according to type.

The public should be informed regarding debris segregation as soon as possible after the storm.

Time periods should be set for removal, the first 7-10 days clean woody debris only, then followed by other debris, with the metals segregated from non-metals.

Most common hurricane-generated debris will consist of the following:

- 30% Clean woody debris
- 70% Mixed C&D

Of the 70% mixed C&D:

- 42% Burnable but requires sorting
- 5% Soil
- 15% Metals
- 38% Landfilled

Based upon the above, 7,000,000 cy of debris would break down as follows:

- 2,100,000 cy Clean woody debris
- 4,900,000 cy Mixed C&D

Of the 4,900,000 cy of mixed C&D, 2,058,000 cy is burnable but requires sorting, 245,000 cy is soil, 735,000 cy is metals, and 1,862,000 cy is landfilled.

Burning will produce about 95% volume reduction.

Chipping and grinding reduce the debris volume on a 4-to-1 ratio (4 cy is reduced to 1 cy) or by 75%.

The rate of burning is basically equal to the rate of chipping/grinding, about 200 cy/hr. However, chipping requires on-site storage and disposal of the chips/mulch.