

Request for Proposals for
Pre-Event Disaster Recovery Assistance
Following a
Natural or Manmade Disaster

**ISSUED JOINTLY BY
CHOWAN COUNTY
AND
THE TOWN OF EDENTON**

Proposals to be submitted before: Tuesday June 23rd, 2015 by 1:30 p.m.

This request is being reissued May 21st 2015 due to low initial response. Proposals received for the initial request will still be considered and need not resubmit.

Chowan County Emergency Management
PO Box 78
305 West Freemason Street
Edenton, North Carolina 27932

Request for Proposals

Pre-Event Disaster Recovery Assistance

Chowan County and the Town of Edenton ("County and Town") are jointly requesting single proposals from qualified individuals or firms for the clean-up, demolition, removal, reduction and disposal of debris as directed by the County and Town in order to provide natural or manmade disaster recovery services. There is no immediate cost to the County and Town as this is a pre-event solicitation. This shall be a three-year, (with two one-year options to extend) contract utilized on an "as needed" basis.

Proposals shall be considered only from firms normally engaged in performing the type of work specified with this Request for Proposal. However proposals must include a specific plan to pre-subcontract with individuals and firms located in the County or Town which are experienced in performing any aspect of the scope of work. The County and Town are taking steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible and require the contracted firm to do same.

Those individual/firms interested in being considered for this project are instructed to submit one (1) original and six (6) copies and of their proposals, pertinent to this project prior to 1:30 PM on Tuesday June 23rd 2015, to the Chowan County Emergency Management, 305 West Freemason Street, PO Box 78, Edenton, NC 27932. Qualified responses will be reviewed and ranked by an evaluation committee. Those firms short-listed may be selected for interviews and must be prepared to make scheduled presentation to an evaluation committee, if required.

Evaluation criteria will include but not be limited to: compliance with submission requirements; qualifications of proposer to meet the County and Town objectives; whether the proposed services meet the County and Town objectives; and the overall approach has been adequately and technically addressed, and the proposed fee. The County and Town reserve the right to reject any and all proposals.

Proposals shall be opened at the Chowan County Public Safety Center, 305 W. Freemason Street, Edenton, NC 27932 at 2:00 o'clock PM on Tuesday June 23rd, 2015. Opening of the proposals at this time will only be to create a list of individuals/firms submitting proposals.

Proposal Packets may be requested from:

Chowan County Emergency Management

305 West Freemason Street

Edenton, North Carolina 27932

Ph. (252) 482-8484

Fax (252) 482-5813

cord.palmer@chowan.nc.gov

I. Scope of Work

The Chowan County and the Town of Edenton are, jointly, requesting proposals from experienced firms to enter into a pre-event contract at no immediate cost to the County and Town for the following services. Contractors shall provide clean-up, demolition, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by the County and Town in order to eliminate immediate threats to the public health and safety. Also required is the elimination of immediate threats of significant damage to improved public or private property and that which is considered essential to ensure economic recovery of the affected community. Contractors shall also provide disaster recovery technical program management assistance, including FEMA/NCDEM reimbursement request assistance to County and Town officials (while avoiding any actual or appearance of a conflict of interest). One or more proposers may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. One or more proposers may also be selected on a prioritized (e.g. primary contractor, secondary contractor basis). This shall be a three-year (with two one-year options to extend) contract utilized on an "as needed" basis.

A contract may be activated by the County and Town upon imminent threat of a disaster. Regardless of time of actual contract activation, successful proposer must be prepared to respond to imminent disaster in accordance with submitted emergency response plan.

Contract may be terminated by County and Town at anytime for convenience.

The work to be undertaken includes, but is not limited to:

- a. **Emergency Road Clearance:** Clearance of debris from the primary and secondary transportation routes as directed by the County and Town.
- b. **Debris Removal from Public Property:** Removal of debris from public rights of way.
- c. **Debris Removal from Private Property:** Should an imminent threat to life, safety, and health to the general public be present on private property, the Contractor, as directed by the County and Town, will accomplish the removal of debris from private property. This item will be monitored for strict compliance with FEMA regulations regarding eligibility.
- d. **Temporary Debris Staging and Reduction Sites, (TDSRS):** At its sole cost, the Contractor will secure, prepare and maintain, a sufficient number of TDSRS facilities throughout the Town/County to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include, obtaining any necessary State or Federal environmental permitting, assumption of maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. Currently the inactive runway of the Northeastern Regional Airport is a TDSRS site permitted by the NC Division of Waste Management.

All debris shall be processed in accordance with local, state and federal law, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or by prior-approved enclosed incineration when approved by the County, Town and NC Department of Environment and Natural Resources. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods, and hazardous waste.

- e. Generated Hazardous Waste Abatement: Abatement of hazardous waste identified by the County and Town in accordance with all applicable Federal, State and local laws, standards and regulations.
- f. Demolition of Hazardous or Condemned Structures that are a hazard to public health.
- g. Debris Disposal: Permanent Disposal of all eligible 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.
- h. Documentation and Inspections: Storm debris shall be subject to inspection by the County and Town. Inspections will be to insure compliance with the contract and applicable local, state and federal laws. The Contractor will, at all times, provide the County and Town access to all work sites and disposal areas. The Contractor and the County and Town will have in place at the Temporary Debris Staging and Reduction Sites, (TDSRS), separate personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS's. (All measurements of truck volume will be in strict accordance with current FEMA policy and procedure.) The Contractor will assist the County and Town in preparation of the Federal, (FEMA), and State reports for any potential reimbursement and the review of documentation prior to submittal, but in doing so shall avoid any actual or appearance of a conflict of interest. The Contractor will also conduct annual no-cost (prior to May 1 of each year) training of pertinent County and Town employees on FEMA and NCDEM reimbursement policies, circulars, and procedures. The Contractor will work closely with the NC Division of Emergency Management, FEMA and other applicable State and Federal Agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.
- i. Work Sites: The County and Town will establish and approve all sites that the Contractor will be allowed to work. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. This condition of the work site shall be equal to the condition of the site at the time of work commencement.
- j. White goods: The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and local laws.
- k. Hazardous Stumps: The Contractor at the request of the county or town shall remove all stumps that have been determined to be hazardous to public access or a threat to safety. Stump removal shall be in compliance with FEMA policy "Hazardous Stump Extraction and Removal Eligibility" (Disaster Assistance Policy 9523.11).

- l. Clean Fill Dirt: Holes created by removal of hazardous stumps shall be filled according to the FEMA "Hazardous Stump Extraction and Removal Eligibility" policy (Disaster Assistance Policy 9523.11). Other areas that pose a hazard to public access upon direction by the County and Town. This clean fill dirt shall be compacted as directed by the County and Town.
- m. Documentation and Recovery Process: Contractor will provide the following in addition to debris removal:
 1. Recovery process documentation- create recovery process documentation plan
 2. Maintain documentation of recovery process
 3. Provide written and oral status as requested by the County and Town
 4. Review documentation for accuracy and quantity
 5. Assist in preparation of claim documentation

These costs for the documentation and recovery process shall be included in the items in the pricing attachments (Attachments I & II). Proposers shall have proven experience with overall management and FEMA/NCDEM requirements, rules and regulations to qualify for this scope.

II. Administrator

The County and Town will designate a Contract Administrator for this project.

III. Selection Committee

Proposals will be reviewed and ranked by an appointed evaluation committee. Those firms short listed may be selected for interviews and shall be prepared to make a scheduled presentation to a pre-appointed evaluation committee.

All communications regarding this project, including questions related to this Request for Proposals, shall be submitted in writing to the Chowan County Emergency Management, PO Box 78, Edenton, NC 27932, Fax (252) 482-5813.

IV. Submission Requirements

- a. To be considered submit one (1) original and six (6) complete copies in an 8'1/2" by 11" format.
- b. Submission Deadline and Location: Proposals must be submitted to the Chowan County Emergency Management at the address listed herein by 1:30 o'clock p.m. on Tuesday June 23rd 2015.
- c. Required Information:

Please submit the following information in the order requested:

1. Name, address, phone number, fax number, and e-mail address of the person or firm submitting the proposal. Provide the name of the contact person and person authorized to contract for the firm.

2. The proposer's qualifications to meet the County and Town's objectives and perform tasks listed in the proposal. This shall include the size of the firm, office location from which the service is being performed and nature of staff and equipment to be employed for each type of storm event.
3. List of equipment available for recovery projects.
4. Proposer's specific plan for emergency response times and response levels in the County and Town in the event of an imminent disaster and upon contract activation.
5. The proposer's specific plan to pre-subcontract with individuals and firms located in the County or Town which are experienced in performing any aspect of the scope of work. Describe all actual knowledge of, relationships with, and contacts with such possible sub-contractors.
6. List of all disaster specific experience within the last five (5) years, including response time, client, and contact person. The proposer should indicate, relative to response time:
 - a. The location of the Contractor's firm and equipment. In the case of a major disaster explain how quickly you could mobilize based on the severity of the disaster. Please indicate how your required equipment and personnel would be made available to the County and Town.
 - b. Indicate and list any legal actions in the last five years.
7. A debris management and response plan applicable for the scope of work.
8. Pricing per Attachment I and Attachment II: (all in accordance with current FEMA pricing policy).
 - a. Pricing per Attachment I for Debris Removal, Reduction and Disposal
 - b. Equipment pricing per Attachment II for first 70 total hours for Clearance and other special work that maybe required by County and Town.
9. Three letters of reference, with at least one from proposer's primary financial institution.
10. Certificate of Liability Insurance.

V. Limitations

- A. This request does not commit the County and Town to the award of a contract, or to pay any costs incurred in the preparation for a response to this request.
- B. The County and Town may or may not require the prospective proposer to participate in negotiations and to submit additional technical information or other revisions to their proposal as may result from the negotiations.
- C. The County and Town reserve the right to reject any or all proposals, to waive informalities, to request additional information, and to award a contract(s) deemed most advantageous for the County and Town.

VI. Minimum Requirements of Proposer:

- A. Proposals shall be considered only from firms normally engaged in performing the type of work specified with this Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the proposer, the Evaluation Selection Committee shall determine whether the evidence of responsibility and ability to perform is satisfactory. The Evaluation Committee reserves the right to reject any or all proposals.
- B. Previous experience in the performance of projects of a similar nature sufficient to ensure timely and efficient completion of any disaster project.
- C. The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience to undertake the services required with a reasonable time.
- E. The proposer shall be an equal employment opportunity employer and shall adhere to any local, state, or federal affirmative action requirements.
- F. Proposer to provide 5% bid bond with proposal. Upon activation of contract, successful contractor shall provide materials/labor payment and contract performance bonds.

VII. Criteria for Evaluation and Award

The successful Proposer will be selected based upon the best response offered. Proposers may be requested to give an oral presentation after submission of responses, should the County and Town find it necessary to determine which is the best received.

Evaluation Criteria: Submitted proposals will be evaluated and scored on the following criteria:

| Criteria | Points Assigned |
|-------------------------------|------------------------|
| Credentials | 10 |
| Expertise of Designated Staff | 05 |
| Past Performance | 15 |
| Managerial Capabilities | 15 |
| References | 15 |
| Services to be Provided | 15 |
| Price Proposals | 25 |
| Total Points | 100 |

VIII. Incurred Expenses

The County and Town are not responsible for any expenses, which proposers may incur in the preparation and submittal of proposals requested by this RFP, including but not limited to, costs with travel, accommodations, interviews, or presentations of proposals.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with the requirements set forth within _____ Request for Proposal Number _____ dated _____, 201 __, hereby certifies that

_____ does:
(Name of Business)

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

PROPOSER'S SIGNATURE

DATE

ANTI-COLLUSION AFFIDAVIT

STATE OF
COUNTY OF

_____, being first duly sworn deposes and says that:

1. He is the _____ of _____ attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affidavit, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against _____, or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

_____ (SEAL)

_____ (TITLE)

Subscribed and sworn to before me,
this the _____ day of _____, 2010.

Notary Public _____

County of _____, State ____

My Commission expires _____

ATTACHMENT I

DEBRIS REMOVAL, PROCESSING AND DISPOSAL

| ITEM | DESCRIPTION OF SERVICE | COST | UNIT |
|---|---|-------------|--------------------|
| Stump Removal in compliance with FEMA policy “Hazardous Stump Extraction Removal Eligibility” (Disaster Assistance Policy 9523.11) | | | |
| 1 | Hazardous Stump 24”-36.99” | | UNIT |
| 2 | Hazardous Stump 37”-48.99” | | UNIT |
| 3 | Hazardous Stump 49” + | | UNIT |
| 4 | Clean Fill Dirt | | CY |
| 5 | Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) | | CY |
| 6 | Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site (NOTE 1 & 2) | | CY and Tonnage |
| 7 | Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site (NOTE 1 & 2) | | CY and Tonnage |
| 8 | Management of TDSRS | | CY |
| 9 | Processing (Grinding/Chipping) of Debris at TDSRS & Final Disposal | | CY |
| 10 | Processing (Burning) of Debris at TDSRS & Final Disposal | | CY |
| 11 | Pick Up and Haul of White Goods & Final Disposal | | UNIT |
| 12 | Pick Up and Final Disposal of Hazardous Material | | LB |
| 13 | Freon Management and Recycling | | UNIT |
| 14 | Dead Animal Collection, Transportation and Final Disposal | | LB |
| Hazardous Tree Removal & Hauling to Disposal Site | | | |
| 15 | 6 inch diameter to 11.99 inch diameter | | Unit Cost Per Tree |
| 16 | 12 inch diameter to 23.99 inch diameter | | Unit Cost Per Tree |
| 17 | 24 inch diameter to 47.99 inch diameter | | Unit Cost Per Tree |
| 18 | 48 inch diameter and greater | | Unit Cost Per Tree |
| 19 | Emergency Road Clearance | Att. 2 | Per Attachment 2 |
| 20 | Debris removal from water bodies (bays, rivers, streams, canals, lakes) | | CY and Tonnage |
| 21 | Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) | | CY and Tonnage |

| | | | |
|----|--|---------|------------------------|
| 22 | Hanging Limbs (2 inches or greater at the break) | | Unit Cost Per Tree |
| 23 | Demolition of Structures | | Lump Sum Per Structure |
| 24 | Disaster event Generated Hazardous Wastes Abatement; Biohazardous Wastes Abatement | | Tonnage |
| 25 | Pre-event training for Client personnel | No Cost | N/A |

NOTES:

1. Tipping fees at, and mileage to, final disposal site(s) shall be calculated by Proposer.
2. For a multi-year contract, the prices shown above may be adjusted on the anniversary date of the contract according a percentage equal to the percent change in the Consumer Price Index as published U.S. Department of Labor, Bureau of Labor Statistics, but in no case may prices be adjusted above what the Federal Emergency Management Agency determines to be "reasonable" for the type work or expense.

ATTACHMENT II

EQUIPMENT RATES

Phase one emergency road clearance operations.

| Equipment Description | Unit | Unit Price |
|--|-------------|-------------------|
| JD 544 Wheel Loader with debris grapple | Hour | \$ |
| JD 644 Wheel-Loader with debris grapple | Hour | \$ |
| Extendaboom Forklift with debris grapple | Hour | \$ |
| 753 Bobcat Skid Steer Loader with debris grapple | Hour | \$ |
| 753 Bobcat Skid Steer Loader with bucket | Hour | \$ |
| 753 Bobcat Skid Steer Loader with street sweeper | Hour | \$ |
| 30 - 50 HP Farm Tractor with box blade or rake | Hour | \$ |
| 2 - 2 1/2 cu. yd. Articulated Loader with bucket | Hour | \$ |
| 3 - 4 cu. yd. Articulated Loader with bucket | Hour | \$ |
| JD 648E Log Skidder, or equivalent | Hour | \$ |
| CAT D4 Dozer | Hour | \$ |
| CAT D6 Dozer | Hour | \$ |

| | | |
|---|------|----|
| CAT D8 Dozer | Hour | \$ |
| CAT125 - 140 HP Motor Grader | Hour | \$ |
| JD 690 Trackhoe with debris grapple | Hour | \$ |
| JD 690 Trackhoe with bucket & thumb | Hour | \$ |
| Rubber Tired Trackhoe with debris grapple | Hour | \$ |
| JD 310 Rubber Tire Backhoe with bucket and hoe | Hour | \$ |
| Rubber Tired Excavator with debris grapple | Hour | \$ |
| 210 Prentiss Knuckleboom with debris grapple | Hour | \$ |
| Self-Loader Scraper Cat 623 or equivalent | Hour | \$ |
| Hand Fed Debris Chipper | Hour | \$ |
| 300 - 400 Tub Grinder | Hour | \$ |
| 800 -1,000 HP Diamond Z Tub Grinder | Hour | \$ |
| 30 Ton Crane | Hour | \$ |
| 50 Ton Crane | Hour | \$ |
| 100 Ton Crane (8 hour minimum) | Hour | \$ |
| 40 - 60' Bucket Truck | Hour | \$ |
| Service Truck | Hour | \$ |
| Water Truck | Hour | \$ |
| Portable Light Plant | Hour | \$ |
| Equipment Transports | Hour | \$ |
| Pickup Truck, unmanned | Hour | \$ |
| Self-loading Dump Truck with knuckleboom and debris grapple | Hour | \$ |
| Single Axle Dump Truck, 5 - 12 Cu. Yd. | Hour | \$ |
| Tandem Dump Truck, 16 - 20 Cu. Yd. | Hour | \$ |
| Trailer Dump Truck, 24-40 Cu. Yd. | Hour | \$ |
| Trailer Dump Truck, 41-60 Cu. Yd. | Hour | \$ |
| Trailer Dump Truck, 61 - 80 Cu. Yd. | Hour | \$ |
| Power Screen | Hour | \$ |
| Stacking Conveyor | Hour | \$ |
| Off Road Trucks | Hour | \$ |