REQUEST FOR PROPOSALS
FOR
DISASTER MONITORING AND RECOVERY SERVICES

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I. PURPOSE:

This Request for Proposal (RFP) is issued by the County of Pasquotank (hereinafter referred to as the "COUNTY).

The COUNTY requires disaster management, recovery, and consulting services to support the oversight and management of debris recovery contractors. Other services include, but are not limited to, facilitating communication with FEMA, FHWA, the State of North Carolina and other state, local and federal agencies. It is the intent of this Request for Proposal (RFP) to obtain fixed price proposals from firms specializing in Debris Monitoring and Recovery Services. The intent is to enter into a pre-event contract, which would result in no immediate cost to the COUNTY and would be in effect for a period of three (3) years with the option of two (2) additional one (1) year terms.

INSTRUCTIONS TO CONTRACTORS:

The proposal must be submitted electronically on a non-returnable CD or Flash Drive and in printed form. One (1) original and three (3) copies of proposals **must** be submitted in a sealed package by August 16, 2019 to Pasquotank County in accordance with the instructions provided in this RFP as follows:

County of Pasquotank
Attention: County Manager
P.O. Box 39
Elizabeth City, NC 27909

Express or hand deliveries may be sent to:
Pasquotank County Courthouse
Attention: County Manager
206 E. Main Street
Elizabeth City, NC 27909

The proposal shall be clearly marked "Debris Monitoring Proposal" along with PASQDMP0819 on the outside of the proposal package. CONTRACTORS shall include all documents necessary to support their proposal and include them with their proposal.

CONTRACTORS assume the risk of the method of dispatch chosen. The COUNTY assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the COUNTY. A CONTRACTORS's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

Copies of the RFP will only be made available on the County website at www.pasquotankcountync.org, the State of NC Interactive Purchasing System and HUB site.

CONTRACTORS may submit questions about the RFP to Lynn Scott on or before August 12, 2019. Questions must be in writing and submitted by e-mail to scottl@co.pasquotank.nc.us. Questions will not be accepted over the telephone and anonymous questions will not be answered. All questions and answers will be posted on the County's website at www.pasquotankcountync.org. The COUNTY reserves the right to provide a combined answer to similar questions. *Please check the website for updated information before submitting proposals.*

Exceptions to the Request for Proposal (RFP)

It is anticipated that CONTRACTORS may find instances where they may take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the COUNTY, and a description of the advantage to be gained or disadvantages to be incurred by the COUNTY as a result of these exceptions.

Complete responses to each of the following categories are required. All submittals must contain the following information:

1. **Submittals**

   The Request for Proposal document should include all information requested and any other information thought to be relevant to completely address the Request for Proposals (RFP) requirements. Should the CONTRACTOR fail to address all requirements of the RFP, or fail to provide adequate or complete documentation, as determined by the evaluation committee, the CONTRACTOR'S proposal may be eliminated from further consideration. Each proposal shall be organized and bound separately (should be tabbed and/or labeled for ease of reference), and shall include as a minimum, the following to be considered ***responsive*** to the RFP:

   - The Request for Proposal document with any addenda acknowledgements filled out and signed as required. The person that signs the RFP shall have the authority to negotiate the full scope of the offered services and provisions on behalf of the organization and shall be authorized to bind the contract to the terms and conditions of this RFP. Mandatory requirements are those required by law or regulation or are such they cannot be waived, and are not subject to negotiation.

- The Proposal shall contain evidence of CONTRACTOR'S authority and qualification to do business in the state of North Carolina, or CONTRACTOR shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Proposal.
- CONTRACTORS are to make written proposals which present the CONTRACTOR'S qualifications and understanding of the tasks to be performed. The CONTRACTOR'S proposal should provide all information which it considers pertinent to its qualifications for this project. The proposal should be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately.

2. <u>Proposal Format</u>

Complete responses to each of the following categories are required. All submittals must contain the following information:

- **Introduction- Executive Summary and Company Information:**
  - Executive Summary - The purpose of the Introduction is to provide information about the CONTRACTOR, as well as the CONTRACTOR'S approach to this type of contract. Specifically, the executive summary should be written in non-technical language that can be clearly understood by non-technical COUNTY officials. The section should be concise and should present only information that is relevant to this RFP.

- **Each respondent shall provide the following company information<u>:</u>**
  - CONTRACTOR'S name and business address, including telephone and fax number, email address, website address.
  - The type of CONTRACTOR (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc.
  - Year established. Include former Company name(s) and year(s) established, if applicable.
  - The name, title, address and telephone number of the CONTRACTOR'S primary contact for this contract. The person identified must be empowered to make binding commitments for the CONTRACTOR and its subcontractors.
  - A copy of the most recently audited financial statement.

- **Contractor's Qualifications**
  - Provide evidence of satisfactory completion of disaster debris monitoring in the past at similar jurisdictions by providing the:
    - Type of disaster: hurricane, tropical storm, tornado, flood, etc.
    - Type of jurisdiction: city, county, or combination, collection and Debris Management Sites (DMS) DMS debris monitoring assignments.
    - The CONTRACTOR'S approach to the scope of services and demonstrated capability to perform all of the work elements.

- The ability of the CONTRACTOR to ensure timely mobilization of equipment and staff on a local and regional basis. Include commitments to other cities, counties and other governmental agencies and planned commitments in the northeastern North Carolina area and the Mid-Atlantic region.
- FEMA/FHWA reimbursements actions and issue resolution.
- Sub-consultant(s)/subcontractors that are proposed for this project.
- List of disaster specific experience within the last five (5) years, including the name of each client, a contact person/address/telephone number/email address, the size of each project, the project scope, project budget, and operational duration and the response time.

o Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, data manager, etc.) must be full time employees of the proposing firm and have experience, working for the CONTRACTOR, in the following:

- Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
- Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

- **Technical Approach**
  - o Provide a description of the CONTRACTOR'S approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the COUNTY.

- **Insurance Certificates**
  CONTRACTOR shall furnish a certificate from the insurance carrier or carriers showing such insurance as listed in Insurance Requirements in this RFP full force contract. This insurance shall be maintained for the term of the contract. At awarding of Contract, Certificates of Insurances shall be filed with the COUNTY and shall list the COUNTY as additional insured.

- **Hourly Rates and Fees**
  Submit an hourly billing rate schedule for all required staff that will be assigned to work on this contract. Rates are to be fully loaded. No separate cost for per-diem,

lodging, communications, mobilization and de-mobilization, and travel may be considered.

- **Non-Discrimination Statement/Compliance with Laws**
  - Statement that CONTRACTOR will meet all program standards as provided for in the Public Works Annex to the NC Emergency Management Plan and in accordance with FEMA Public Assistance regulations, policy, and guidance.
  - CONTRACTOR agrees to comply with the Fair Labor Standards Act, Equal Opportunity Act, and all other applicable Federal and State laws, regulations and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded.
  - In an effort to provide Minority and Women owned Business Enterprises (MWBEs) with equal opportunity for participating in selling goods and services to the COUNTY, CONTRACTORS are required to make a Good Faith Effort to subcontract, where applicable, with or to purchase supplies from WMBEs.

- **Claims**
  Submit claims**/**litigation history, claims resolution, and status of the claims.

- **Existing Contracts**
  List all existing contracts the CONTRACTOR has in Virginia and North Carolina.

- **Other Requirements**
  - Provide a time line detailing the pre-event planning (based on hours/days after award).
  - Provide a conceptual Operations Plan and budget responding to a Task Order issued after a disaster declaration with an estimated 500,000 cubic yards of debris in Pasquotank County.
  - Clerical staff to support data entry of emergency clearance time and equipment tickets, loading site tickets, final disposal load tickets, assimilation of monitors' daily documents and summary reports, and contractor invoice reconciliation.
  - GIS support to provide debris removal contractors' physical daily progress on the project, physical location (origin) of hazardous tree, limb, and stumps geocoded.
  - List any resources and budget required to provide monitoring services to complete the project.

II. TERMS AND CONDITIONS:

1. Right of Rejection and Clarification

The COUNTY reserves the right to reject any and all proposals, to waive minor irregularities in the evaluation process and to request clarification of, or additional information from any

CONTRACTOR. The COUNTY also reserves the right to negotiate separately with competing contractors, and to waive any informalities, defects, or irregularities in any proposal. The COUNTY is not obligated to enter into a contract on the basis of any proposal submitted in response to this document, and reserves the right to reject any or all proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional proposals. The COUNTY will reject the proposal of any contractor that the COUNTY finds, after reasonable inquiry and evaluation, to not be responsible. If CONTRACTOR purports to add terms or conditions to its proposal, takes exception to any provision of the Proposal Documents, or attempts to alter the contents of the Contract Documents for purposes of the proposal, then the COUNTY will reject the proposal as nonresponsive; provided that the COUNTY also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

In evaluating whether a CONTRACTOR is responsible, the COUNTY will consider the qualifications of the CONTRACTOR and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Proposal Documents. The COUNTY may conduct such investigations as the COUNTY deems necessary to establish the responsibility, qualifications, and financial ability of CONTRACTOR and any proposed Subcontractors or Suppliers.

2. **Request for Additional Information**

   Prior to the final selection, CONTRACTORS may be required to submit additional information which the COUNTY may deem necessary to further evaluate the CONTRACTOR'S qualifications.

3. **Denial of Reimbursement**

   The COUNTY will not reimburse CONTRACTOR'S for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem cost that are incurred.

4. **Rights to Submitted Material**

   All proposals, responses, inquiries, or correspondence relating to, or in reference to, this RFP, and all reports, charts, and other documentation submitted by CONTRACTORS shall become the property of the COUNTY when received.

5. **Period of Contract**

   The contract shall be for a base period of three (3) years with an option to renew for an additional two (2) additional one (1) year terms, upon consent of all parties. The contract shall only be used on an "as needed" basis as determined solely by the COUNTY and there shall be no retainer paid in order to keep the Contract in effect.

6. Independent Contractor

- The CONTRACTOR represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the COUNTY. Therefore, the CONTRACTOR shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the COUNTY, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The CONTRACTOR shall further understand that the COUNTY cannot save and hold harmless and/or indemnify the CONTRACTOR and/or the CONTRACTOR'S employees against any liability incurred or arising as a result of any activity of the CONTRACTOR or any activity of the CONTRACTOR'S employees performed in connection with the contract.

- The CONTRACTOR represents and warrants to the COUNTY that the CONTRACTOR has, or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel required to perform the services under this contract. All services required of the CONTRACTOR hereunder shall be performed by CONTRACTOR, or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. The CONTRACTOR represents and warrants to the COUNTY that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The CONTRACTOR shall remove from the work described in the Contract any person the COUNTY deems to be incompetent, careless or otherwise objectionable.

7. Termination Clauses

- **Failure to Provide Service**: The COUNTY may cancel the contract at any time for breach of contractual obligations by providing the successful CONTRACTOR with a written notice of such cancellation. Should the COUNTY exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation.

- **Authority to Terminate:** The County Manager is authorized to terminate the contract on behalf of the COUNTY.

- **Termination for Convenience:** The COUNTY shall have the right to immediately terminate the contract without cause and at its convenience, when the COUNTY determines that it is in its own best interest to so terminate the contract.

8. Performance

- All payments under the contract resulting from the RFP shall be made only for services requested and approved by the COUNTY. No work effort will begin without written authorization (Notice to Proceed) from the COUNTY or its designee. The CONTRACTOR shall work on locations specified and prioritized by the COUNTY. Following activation by COUNTY, work shall continue until the CONTRACTOR receives written notification from the COUNTY that the services being provided are no longer required and should cease as of a specified date.

- The CONTRACTOR shall promptly correct all work rejected by the COUNTY as failing to conform to the Agreement. The CONTRACTOR shall bear all costs of correcting such rejected work.

- The COUNTY will make the final decision regarding any and all disputes regarding project work compliance which may arise between the Debris Removal Contractor and the Debris Monitoring Contractor.

9. Access and Audits

The CONTRACTOR shall maintain adequate records to justify all charges, expenses and cost incurred in performing the services for a period of at least five (5) years. The COUNTY shall be entitled to audit the books and records of the CONTRACTOR or any sub-Contractor thereto to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement.

10. Safety

The CONTRACTOR shall be solely responsible to assure the safety of their personnel in all activities that they, and their Sub-Contractors, perform. The CONTRACTOR shall also provide and take measures to protect the public and COUNTY personnel during their activities. Actions may include but are not limited to removal of unsafe equipment and unsafe personnel. The CONTRACTOR ensures that all debris monitors will have appropriate personal protective equipment to include, but not be limited to, eye protection, hearing protection, safety shores, safety vests, hard hats, and wet and cold weather clothing, to comply with all federal, state and local requirements. The CONTRACTOR will also be solely responsible to ensure that all CONTRACTOR'S personnel are compliant with OSHA workplace requirements and are familiar with and adhere to the Debris Removal Contractors' Safety Plan at the debris loading site and Debris Management Sites (DMS). The DMS Field Supervisor or his designated DMS site monitor shall accompany the Debris Removal Contractors' Project Safety Officer on the daily DMS Site Hazard Analysis Inspection.

11. Need for Services

Depending on the nature of services needed, the COUNTY may, in its sole discretion, deem it necessary to have another provider provide services similar or identical to the services described in this Agreement prior to, in addition to, or in lieu of having CONTRACTOR perform services identified in this Agreement. Notwithstanding any other provision of this Agreement to the contrary, the COUNTY is under no obligation to issue a Notice To Proceed to CONTRACTOR or to have CONTRACTOR provide any services pursuant to this Agreement. The COUNTY may engage or coordinate with any other person or entity to perform services similar or identical to those identified in this Agreement, and the COUNTY shall not be liable to the CONTRACTOR if the COUNTY does engage one or more other person or entity, in addition to or in lieu of CONTRACTOR, to perform services similar or identical to those identified in this Agreement.

12. New Services

From time to time during the period of work outlined in the RFP and afterward, the COUNTY may elect to have the CONTRACTOR perform services that are not specifically described in the Statement of Work but are related to the contracted services. The "New Services", in which the CONTRACTOR shall perform, will be on a time-and-materials basis, and at an hourly rate that does not exceed the hourly rate negotiated in the contract for each of the CONTRACTOR personnel assigned to perform such New Services. This will be accomplished through an amendment to the contract and subsequent issuance of a work site and scope specific Task Order.

III. SCOPE OF SERVICES

1. The COUNTY is seeking the services of qualified CONTRACTOR or individuals with extensive knowledge and background in providing disaster debris management and monitoring services to include all management, supervision, labor, transportation, and equipment necessary to initiate load tickets at debris loading sites, estimate the volume of debris being delivered to the DMS(s) and final disposal site(s), and support the operations of the field supervisor(s), debris loading and observation tower monitors and clerical staff. Unless otherwise requested in writing, the scope of services is defined as work eligible under FEMA Public Assistance regulations, policy, and guidance. It will be the responsibility of the monitor to adhere to all federal debris eligibility regulations, policy, and guidance. Any monitoring services performed that are not in adherence with federal debris eligibility regulations, policy, and guidance will not be reimbursed by the COUNTY and will be the responsibility of the monitor. Monitoring services may include eligible debris generated from the public rights-of-way, private property, drainage structures, public use areas, parks, county and other eligible local government public facilities. These Disaster Debris Monitoring Services include but are not limited to:

- Coordinating daily briefings, work progress, staffing, and other key items with the County Debris Manager or his authorized representative, County Staff, and Debris Removal Contractor.

- Scheduling work with all team members and contractors on a daily basis.

- Hiring, scheduling, and managing field staff.

- Monitoring debris removal contractor operations and making/implementing recommendations to improve debris removal and monitoring efficiency to expedite recovery work.

- Assisting the COUNTY with responding to public concerns and comments.

- Certifying contractor hauling units for debris removal and final disposal using methodology and documentation practices as provided in latest edition of the Federal Emergency Management Agency (FEMA) Public Assistance Debris Monitoring Guide.

- Entering load tickets into a monitoring CONTRACTOR provided database application.

- Digitization of source documentation (such as load tickets).

- Developing daily operational reports to keep the COUNTY informed of work progress.

- Development of maps, GIS applications, etc. as necessary.

- Digitally photographing before and after pictures of each hazardous tree, limb and stump removed; capture GPS coordinates and time-stamp each removal.

- Monitor and document activities and hours of operation of grinding operations.

- Monitor and document activities and hours of operation of wood chip/processed material hauling and disposal, including verification of weights or volumes of materials and final disposition/disposal site(s).

- Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the COUNTY for processing.

- Working closely with the COUNTY, local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to

obtain necessary permits, licenses and certificates that may be required to perform Debris management work. Some of the permits that may be required for this type of work include, but may not be limited to:

- Environmental permits for asbestos/lead paint, construction or demolition permits
- Clean Water Act (NPDES) Permits for emergency discharge permit, indirect discharge permit, wetlands disturbance permits and storm water management permits
- Clean Air (Emissions) Permits for burn permits and fugitive (dust) control permit
- DMS (TDSR) and Final Disposal permits or authorizations.

- Assimilation of COUNTY 's copies (original and loading site monitor) of load tickets, Daily Debris Loading Site Monitor Log and Daily report, DMS Monitoring Log, debris removal Contractor Truck Certification, Daily Debris Collection Summary Spreadsheet and any other documents in support of Debris Removal and Debris Monitoring Project Worksheets.

The Debris Monitoring Contractor may also be requested to provide the following services if tasked by the COUNTY:

- Procurement assistance for debris removal contractors and other services as requested

- Selection and permitting of Debris Management Sites (DMS(s) locations and any other permitting/regulatory issues as necessary,

- Project management to include the formulation and management of permanent work projects, task force management, and Boards and Committees.

- Technical support and assistance in developing public information.

- Other training and assistance as requested by the COUNTY.

- Other reports and data as may be required by the COUNTY.

- Other debris management/consulting services identified/required and tasked by the COUNTY.

2. Upon Notification to Proceed, the CONTRACTOR shall be prepared to provide qualified, on-site personnel to monitor debris receiving operations at the DMS located throughout the COUNTY. The CONTRACTOR must be prepared to provide DMS Monitors as necessary and needed to monitor and verify eligible debris removal

functions (A minimum of two staff per debris site is required). The Monitors shall observe all vehicles entering and exiting the TDSR sites ensuring all vehicles are in good repair and safe with secure side boards. No vehicle will be allowed to enter a DMS site without a solid metal tailgate.

3. All loads must be monitored in the field by collection monitors. The CONTRACTOR shall provide a Field Quality Control Team consisting of one (1) monitor per recovery crew and at least one (1) field supervisor for every six (6) monitors unless otherwise approved by the COUNTY. Examples of field monitoring tasks include, but are not limited to:

- Verification that all debris picked up is a direct result of the disaster.
- Verification that the Debris Removal Contractor is working in their assigned contract area.
- Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
- Maintain all photo documentation of recovery work on a daily basis. All photos presented shall show the description in detail of hanger, stumps and leaner removal.
- Reporting to the COUNTY any work performed by the Debris Removal Contractor that is not in compliance with all federal, state, local safety regulation appropriate for the task being performed.
- Ensuring every debris-hauling vehicle is certified prior to performing debris collection hauling and that each collection vehicle has been weighed and placarded.

IV. AUTOMATED DEBRIS TRACKING AND REPORTING SYSTEMS

Per FEMA policy document 327 Public Assistance Debris Monitoring Guide, *Recent advances in automated debris management tracking systems have provided real – time and automated tracking and reporting…FEMA embraces technological advancements and recognizes the potential benefits of these automated systems.* CONTRACTOR must demonstrate in its proposal that it maintains on hand sufficient automated debris tracking equipment dedicated to meet the needs of the COUNTY.

1. The electronic debris management system shall at a minimum create load tickets electronically; eliminating the need for hand written and scanned tickets. The system features shall include the following:

- Paperless electronic (handheld device) data collection.

- Database will be internet accessible to subcontractors, COUNTY, state, and other public entities on a need to know basis.

- Electronically generated load tickets (do not require any had written ticket elements) to include, at a minimum, the following data elements:
  - Unique Load Ticket Number;
  - Municipality/Applicant;
  - Task/Project Code, if applicable;
  - Truck Number;
  - Volume Capacity;
  - Material type;
  - % Full and/or Actual Cubic Yards or Weight;
  - Load Date/Time;
  - Collection Monitor ID Number;
  - DMS Site Monitor ID Number;
  - Unloading Date/Time;
  - Unloading Inspector/ QA Monitor;
  - DMS Name/Identifier;
  - Load Location Address or Latitude/Longitude;
  - Additional Notes, if applicable;

- Automation of debris pickup location through use of GPS technologies.

- Evaluation of daily event status using web-based reporting and GIS tools.

- Coordination of CONTRACTOR invoice reconciliation.

- FEMA documentation and applicant payment process enabled through an integrated database management system.

V. OTHER CONSIDERATIONS

- The CONTRACTOR shall supervise and direct the work using skillful labor and proper equipment for all tasks. Safety of the CONTRACTOR'S personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of the awarded contract.

- The CONTRACTOR shall be duly licensed in accordance with the state and COUNTY's statutory requirements to perform the work.

- The CONTRACTOR must have a representative present in the Emergency Operations Center within thirty-six (36) hours of Notification to Proceed and be able to mobilize required equipment and personnel to the designated location within forty-eight (48) hours of Notice to Proceed. If necessary, the CONTRACTOR may need to pre-stage in the region if there is sufficient indication of a likely event.

- The CONTRACTOR shall utilize or sub-contract with local contractors to perform the monitoring work to the greatest extent possible when needed to supplement CONTRACTOR'S employees. In addition, as Pasquotank County encourages use of all businesses including minority, women-owned businesses, if subcontracts are let the awarded CONTRACTOR must ensure that the necessary affirmative steps are taken:
  - Place qualified small, minority, and woman-owned businesses on solicitations lists;
  - Assure that such businesses are solicited when they are potential sources;
  - Divide total requirement, when economically feasible, into small tasks or quantities to permit maximum participation by such businesses;
  - Establish delivery schedules, where requirements permit, which encourage such businesses to respond;
  - Use service and assistance from such organizations as SBA, minority business development agency of the Dept. of Commerce;

  CONTRACTOR shall include these special provisions in all subcontracts for this contract.

- The CONTRACTOR must provide all equipment, tools, supplies and training to all personnel that is necessary for them to perform their responsibilities.

- The CONTRACTOR shall provide all management, supervision, labor, transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to provide debris load tickets to document the removal of FEMA eligible debris from public access roadways, public rights-of-way, and public property within the County.

- The CONTRACTOR shall ensure that debris monitors will have the means to communicate (cell phones, satellite phones, radio, etc.) with their supervisors or the COUNTY as may be necessary.

- The CONTRACTOR'S supervisory personnel will be wholly responsible to support the CONTRACTOR'S operations and resolving conflicts within the scope of or in any way associated with the operations (i.e. issues with truck drivers and CONTRACTOR'S personnel).

- The CONTRACTOR shall provide all required logistical support for the personnel he/she engages, including lodging, meals and other necessary support services.

- The CONTRACTOR shall provide temporary office space and other facilities, to include temporary sanitary facilities, as necessary to carry out the scope of the work and to support the CONTRACTOR'S workforce.

- The CONTRACTOR shall provide all necessary security and oversight for all operations.

- The CONTRACTOR shall provide sufficient traffic control and warning devices for conducting work on streets and highways.

- The CONTRACTOR shall be responsible for reporting all hazardous spills to Pasquotank-Camden Emergency Management within 12 hours following discovery and cleaning up all spills caused by the by the CONTRACTOR'S operation at no additional cost to the COUNTY or any other governmental entity. Immediate containment action shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state, or local laws and regulations.

- Assigned debris monitors shall be able to prepare manifests/Debris Load Tickets, measure/identify trucks and equipment, read maps and possess good oral communication skills, as defined by the COUNTY.

- Debris monitors must speak proficient English, be of a minimum of 18 years of age and must possess a valid driver's license as required to perform their assigned job as monitors.

- CONTRACTORS must disclose any instance where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict. The monitoring firm should have no vested interest in the debris removal contractor, or the hazardous trees, limbs and stumps contractors.

- The COUNTY may elect to complete monitoring services with its own forces, volunteers, or other resources and/or activate the contract resulting from the RFP. Further, no amount of work is guaranteed under the contract, and the COUNTY may terminate the contract(s) awarded without cause at the COUNTY's convenience. In such event, the firm shall be paid for work performed up to the date of termination.

- The CONTRACTOR will prepare and submit operational reports throughout the duration of the recovery operations. Daily reports shall document the debris

contractor's activities and progress from the previous day and shall be submitted by 10:30 a.m. to a distribution list established by the COUNTY's Debris Manager. Each daily report submitted will contain the following minimum information:

- Contractor name
- Contact number
- Reports and graphs to delineate production rates of crews, their equipment, progress by area and estimations of total quantities remaining, time to completion and daily cumulative cubic yards of debris removed, processed and hauled.

VI. PERFORMANCE AND PAYMENT BONDS:

1. Upon activation of the contract, the selected CONTRACTOR will be required to post a performance and payment bond or bonds in an amount of 100% of the estimated contract price. The estimated contract price will be determined at the time of the event due to the severity of the storm. The bond shall continue throughout the contract execution period, when the COUNTY issues a Notice to Proceed, until such time as the scope of work contained in this contract is completed as determined by the COUNTY. These bonds shall remain in effect at least three (3) years after the date when final payment becomes due. The Performance Bond and the Payment Bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina and shall become effective upon the execution of the contract. The surety bonds must be in the form set forth in N.C.G.S. 44A-33 without any variations there from or in any other form authorized by N.C.G.S. The CONTRACTOR shall provide surety bonds wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the contract, and agrees that the obligations undertaken by the bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The surety bonds must set forth no requirement that suit be initiated prior to the time stipulated in applicable North Carolina Statutes of Limitations.

VII. INSURANCE REQUIREMENT

1. **Indemnity**

   The CONTRACTOR hereby agrees to indemnify and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorney's fees for trial and on appeal, and for the preparation of same arising out of the CONTRACTOR'S, its officers', agents', and employees' acts, or omissions associated with this Agreement.

2. Insurance Requirements

The Contractor, at its own expense, shall keep in force and at all times maintain during this Agreement:

- **Commercial General Liability Insurance**
  Commercial General Liability Insurance, issued by responsible insurance companies authorized to do business in North Carolina and in a form acceptable to the COUNTY protecting and insuring against all the foregoing with coverage limits of not less than the following:
  - $1,000,000.00 per person and $2,000,000.00 per occurrence, with $2,000,000.00 aggregate; Property Damage Liability of $1,000,000.00 per occurrence, with $2,000,000.00 aggregate. Products and Completed Operations $2,000,000.00. Coverage shall also be included for any contractual assumption of liability by the CONTRACTOR under any hold harmless agreements or indemnification agreements provided elsewhere in these specifications. Policy must include coverage for all operations including explosion, collapse and underground damage hazards with the same limits as specified above. Aggregates shall apply on a "per job" basis.

- **Automobile Liability Insurance**
  The Comprehensive Automotive Liability Insurance coverage is to be on an occurrence basis, and is to include coverage for owned, hired, leased and non-owned vehicles, minimum limits as follows:
  - Bodily Injury Liability, $1,000,000.00 each person, $1,000,000.00 each occurrence; Property Damage Liability, $1,000,000.00 each occurrence.

- **Workers' Compensation Coverage and Employer's Liability Insurance**
  - Full and complete Workers' Compensation Coverage, as required by N. C. law and Employer's Liability Coverage in an amount not less than $1,000,000 to cover all employees not covered under her State Worker's Compensation Act. Coverage shall include a waiver of subrogation in favor of the COUNTY.

- **Insurance Certificates**
  Annually, the CONTRACTOR shall provide the COUNTY with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to Pasquotank County. Said Commercial General Liability policy shall provide that the COUNTY be an additional named insured. The COUNTY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

- The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent contractors'

coverage, and the CONTRACTOR shall be responsible for assuring that all subcontractors are properly insured.

- All insurance policies shall be issued by responsible companies who are acceptable to the COUNTY and licensed and authorized to do business under the laws of the North Carolina.

VIII. EMERGENCY MANAGEMENT PLANNING AND TRAINING

As directed by the COUNTY, the CONTRACTOR'S shall provide:

- Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions.

- Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.

- Development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.

- Procurement assistance for debris removal contractors and other services as requested.

- Project management to include the formulation and management of permanent work projects, task force management, and County Commissions, Boards and Panels.

- Technical support and assistance in developing public information.

- Other training and assistance as requested by the COUNTY.

- Other reports and data as required by the COUNTY.

- Other emergency management and consulting services identified and required by the COUNTY.

IX. EVALUATION CRITERIA

An Evaluation Committee comprised of representatives from Pasquotank County will evaluate all proposals received. Selection of the vendor will be based on the following criteria:

1. Experience and capabilities of the CONTRACTOR'S and the experience of the proposed project team.

2. The CONTRACTOR'S approach to the scope of services.

3. Demonstrated capability of the CONTRACTOR to perform all of the work elements, based on review of the quality of comparable work and references.

4. Ability of the CONTRACTOR to work as part of a team with County departments and the ability of the CONTRACTOR to work within the administrative structure of the county, and to respond in a timely manner to work requests and assigned tasks.

5. The ability of the CONTRACTOR to ensure timely mobilization of equipment and staff on a local and regional basis.

6. The CONTRACTOR'S commitments to other cities, counties and other governmental agencies and planned commitments in the northeastern North Carolina area and the Mid-Atlantic region will be a factor in the final selection of a vendor.

7. Fee structure and cost elements, including hourly rates for each classification of employee to be utilized on a COUNTY project.

PRICING PROPOSAL FORM

The hourly rates shall include all applicable overhead and profit.

POSITION	HOURLY RATE
Project Manager	
Operations Managers	
GIS/Analyst	
Field Supervisors	
Debris Site/Tower Monitors	
Load Ticket Data Entry Clerks	
Billing/Invoice Analysts	
Project Coordinators	
Field Coordinators (Crew Monitors)	
Environmental Specialist	

OTHER REQUIRED POSITIONS:

CONTRACTOR may include other positions, with hourly rates and attach a job description for each position.

Acknowledgement: I certify that I have read and agree to abide by all terms and conditions of the solicitation and that I am authorized to sign for the CONTRACTOR. I certify that the response submitted is made in conformance with all requirement of the solicitation.

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud.

If deemed to be the successful CONTRACTOR, I the undersigned agree to execute a contract with Pasquotank County as specified in this RFP after approval and award by the Board of County Commissioners and to begin the process of providing the Debris Monitoring Services as specified in this proposal upon receipt of a fully executed contract and issuance of a Notice to Proceed order issued by the County Manager.

Submitted by: _____

Title: _____

Authorized Signature: _____

Company Name: _____

Company Address: _____

_____
(City, State, Zip Code)

Phone Number: _____

Email: _____