

Purpose:

The County of Hyde, North Carolina (“the County”) is soliciting sealed proposals from qualified contractors with experience in disaster management during all phases of emergency situations and disasters to provide Disaster Debris Monitoring Services for the County via a standby contract to be activated by the County in response to a natural or man-made event requiring debris monitoring services. This contract shall be for an initial period of three (3) years, with the option of two additional one (1) year periods upon the consent of both the County and the Awardee.

SECTION ONE (1): INSTRUCTIONS & REQUIREMENTS

1.1 Instructions to Proposers:

1.1.1 - Firms or companies desiring to provide the services, as provided by the Scope of Work section of this document, shall submit an original proposal, with all supporting documentation and materials, in a sealed envelope. Firms or companies shall also include a copy of the original proposal, complete with a copy of all supporting documents and materials, in the sealed envelope. The envelope shall be delivered via mail, or in person to:

Colby Sawyer
P.O. Box 95
30 Oyster Creek Road
Swan Quarter, NC 27855

1.1.2 - Proposals shall not be accepted by telephone, fax, or any other means except as provided above. The responsibility of ensuring the a bidder’s full proposal reaches the County resides solely with the proposer. As such, the County will not be responsible for late deliveries, mail delays, et cetera. No proposal shall be accepted by the County after 5:00 pm on July 3, 2017. All proposals shall be unsealed in public at 1:00 pm on July 5, 2017 at the Hyde County Government Center, Multi-purpose Room.

1.1.3 - Proposers shall label their submittal package with the following information clearly marked on the outside of the package, in the order prescribed below:

RFP Number: H06-2017 - Debris Monitoring Services
Name of Proposer
Address of Proposer

1.1.4 - Proposers shall provide all the requested information and materials in the order for which they are requested by this document. By submitting a proposal, firms and companies shall agree to the following Terms and Conditions:

- The County reserves the right to accept or reject any or all proposals, with or without cause, to waive any technicalities allowed by the North Carolina General Statutes, and to accept the proposal which, in its sole judgment, serves the best interest of the County.
- The County reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.
- The County reserves the right to cancel any solicitation for proposals at any time prior to approval of the award by the Hyde County Board of Commissioners.
- The County reserves the right to award a contract to the next most qualified proposer if the successful proposer does not execute a contract within thirty (30) days after the proposal is approved for selection by the Hyde County Board of Commissioners.
- The County reserves the right to, at any time, request the clarification of any information submitted in a proposal and to request additional information from any, or all, proposers.
- The proposer agrees that the bid package constitutes the entire set of bid instructions to the bidder. The County shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications of the request for proposals will be in the form of an Addendum which will be sent to all known proposers who are listed with the Hyde County Emergency Services Department as having expressed intent to submit a proposal. Proposers who did not provide notice of intent to submit a proposal may obtain copies of any addenda by contacting Colby Sawyer via email at colby.sawyer@hydecourtyems.co (*note, there is no "m" at the end of the email address*) to check for the issuance of any addenda before submitting a bid proposal.
- Any proposal may be withdrawn by the proposer at any time prior to the date and time set forth above as the submission deadline. Proposers agree that any proposal that is not so withdrawn shall constitute an irrevocable offer for a period of ninety (90) days to provide the County with the services set forth in this request for proposal, or until such time that one, or more, of the proposals have been awarded.
- The cost of preparing a response to this request for proposals is solely the responsibility of the proposing company or firm. The County shall assume no responsibility for any costs incurred by the proposer while preparing or submitting a proposal, nor shall the County bear any responsibility for any costs

associated with any administrative or judicial proceedings resulting from the solicitation process.

- In compliance with N.C.G.S. §14-234, Proposers shall not offer any gratuities, favors, gifts, or anything of monetary value to any official, employee, or agent of the County of Hyde for the purpose of influencing consideration of this proposal.

1.2 Insurance Requirements of Firms and Companies Submitting a Proposal:

1.2.1 - The proposer, or proposers who receive the award for Debris Monitoring Services SHALL possess, or obtain, and provide to the County, Certificates of Insurance for the following insurance coverages:

- **Workers Compensation:** The firm or company shall provide coverage for its employees with all statutory workers' compensation limits, and no less than \$1,000,000.00 for Employer's Liability. The said coverage shall include a waiver of subrogation in favor of the County and its agents, employees, and officials.
- **Commercial General Liability:** The firm or company shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be no less than \$1,000,000.00 per occurrence, with an \$2,000,000.00 aggregate.
- **Business Automobile Liability:** The Firm or Company shall provide coverage for all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000.00 per occurrence, or Combined Single Limits or its equivalent.
- **Professional Liability (Errors & Omissions):** The Firm of Company shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate shall either apply separately to this contract, or shall be at least twice the required limit per claim.

1.2.2 - Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor used. 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.

1.3 Bond Requirements of Firms and Companies Submitting a Proposal:

1.3.1 - The proposer, or proposers, who receive the award for Debris Monitoring Services shall furnish and deliver to the County, within ten (10) days of Written Notice to Proceed, a

Payment Bond covering payment for all materials and labor furnished or supplied in connection with the work included in this agreement.

- The Payment Bond shall be furnished on behalf of the company or firm, shall name Hyde County as the obligee, and shall be in an amount equal to one hundred percent (100%) of the contract price to ensure the successful performance of the terms and conditions of the contract. Such bond(s) shall be solely for the protection of County.
- The Payment Bond shall be issued by a surety of financial standing having a rating from A.M. Best Company equal to or better than “A” and must be included on the approved list of sureties issued by the United States Department of Treasury.
- The bond shall remain in effect at least five (5) years after the date when final payment becomes due.

1.4 Record-Keeping Requirements of Firms and Companies Submitting a Proposal:

1.4.1 - The company or firm awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work resulting from the contract stemming from this request for proposals for a period of not less than five (5) years following the completion of the aforementioned contract.

1.4.2 - The County shall have access to all records, documents, and information collected and/or maintained by the firm or company awarded this contract, or by any others involved in the administration of this agreement. This information shall be made, without restriction, available to the County at the awarded company or firm’s place of business for the purposes of inspection, reproduction, or audit.

1.5 Additional Requirements of Firms and Companies Submitting a Proposal:

1.5.1 - The company or firm making a proposal needs to thoroughly review the County’s geography prior to submitting its proposal. A representative from the County of Hyde would be happy to meet with any prospective contractor on these issues prior to the deadline and we encourage site visits. The County utilizes a regional landfill in Aulander, NC, located at 1922 Republican Road, Aulander, NC 27805. The County utilizes five (5) temporary debris storage reduction sites (TDSRS) located throughout the county.

1.5.2 - The successful contractor must have a representative present in the County’s office or Emergency Operations Center (EOC) within thirty-six (36) hours of Notification to Proceed and be able to mobilize equipment and personnel to the designated location within seventy-two (72) hours of Notice to Proceed.

1.5.3 - The contractor shall include, within their proposal, any other typical costs or items they may be aware of which are not included in this Request for Proposals.

1.5.4 - In compliance with N.C.G.S. § 143-133.3, the County requires that any company or firm submitting a proposal shall agree to verify the Authorization to Work, for all the company or firm's employees, as well as employees of any subcontracted company or firm, as required by Article II of Chapter 64 of the N.C.G.S by means of the E-Verify system.

1.5.5 - In compliance with N.C.G.S. § 143-135.5, the County requires that any company or firm submitting a proposal shall agree to make a good faith effort to subcontract, where applicable, with or purchase supplies from Minority-Owned Business Enterprises and Women-Owned Business Enterprises. The proposer shall submit the statement of non-discrimination found in Appendix A with their proposal.

1.6 Basis For Award

1.6.1 - Responsiveness: In order for a bid to be considered responsive, the proposal packet shall be submitted to, and received by, the County by the date and time stated above, and the proposal packet shall contain all required components, including the documents found in Appendix A.

1.6.2 - Responsibility: The proposer shall demonstrate that the bidding firm has the technical capability to complete the tasks provided in the scope of work section of this document. Furthermore, a responsible bidder will demonstrate previous experience by providing references who will be contacted to confirm successful performance of duties.

1.6.3 - The primary basis for awarding of this contract will be to the lowest bidder who is both responsive and responsible, as defined above. In the event that the lowest bidder is deemed to be deficient in one, or both, of the above requirements, the contract will be awarded to the next lowest bidder who meets both requirements.

SECTION TWO (2): SCOPE OF WORK & SPECIAL CONSIDERATIONS

2.1 Background

2.1.1 - The County of Hyde (NC) requires disaster management, debris monitoring, and consulting services in support of the oversight and management of debris recovery contractors. As such, the contractor should be capable of providing a range of related services including, but not limited to: damage assessment, environmental assessment/permitting, emergency planning and response, field monitoring, and other services as needed and ordered by the County.

2.1.2 - Hyde County is a unique geographic and demographic location. The permanent population is around 6,000, however the seasonal population may easily double due to large numbers of tourist who visit Ocracoke Island. Large portions of several National Wildlife Refuges and part of the Cape Hatteras National Seashore are located in Hyde County. Major highways serving Hyde County include: US 264, NC 12, NC 94, and NC 45. Three North Carolina ferry routes serve Ocracoke Island as the primary transportation access. Neighboring Counties include: Dare, Tyrrell, Beaufort, and Carteret, which are all prone to the effects of the same disasters that may happen to Hyde County. Due to the remoteness of all of Hyde County, public utility access is also limited and easily affected. Following natural and manmade disasters, electrical outages in Hyde County can easily exceed seven (7) days. Vehicular access and debris removal service for Ocracoke Island require the use of the North Carolina Ferry System, a system that is subject to delay and termination during natural and manmade emergency events.

2.2 Scope of Work

2.2.1 - The selected firm will be expected to provide debris monitoring services to include debris generated from the public rights-of-way, drainage areas/canals, waterways, and other public, eligible, or designated areas: Specific services may include:

- Immediate response upon activation by the County for conferencing/planning purposes, with on-site presence of project manager and team following within 48 hours of activation, or later as directed by the County.
 - Proposer must complete the Response Time Commitment included on the Cost Proposal and Response Time Commitment form to be submitted with the proposal package (see Appendix A).
- Coordinating daily briefings, work progress, staffing, and other key items with the County.
- Scheduling work for all team members and contractors on a daily basis.
- Hiring, scheduling, and managing field staff.

- Monitoring recovery contractor operations, and making/implementing recommendations to improve efficiency and speed up recovery work.
- Assisting the County with responding to public concerns and comments.
- Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- Entering load tickets into a database application.
- Digitization of source documentation (such as load tickets).
- Contractor must provide the capability of reporting debris recovery and removal volume and cost sorted by detailed categories as required by the County and/or FEMA. Examples are:
 - a. NCDOT maintained roads.
 - b. Private roads that are dedicated for public use.
 - c. Private roads publicly used.
 - d. Gated community roads.
 - e. Roads with signage that include the word “private” or “no trespassing.”
 - f. Roads within a subdivision wherein the subdivision sign is marked “private.”
- Developing daily operational reports to keep the County informed of work progress.
- Development of maps, GIS applications, etc. as necessary.
- Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
- Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.
- Disaster related damage assessment and reconstruction services, as needed.
- Final report and appeal preparation and assistance.
- Cost recovery of eligible funds currently not obligated or potentially de-obligated by appropriate funding agencies.
 - Separate pricing structures for this service may be included in the Consultant’s proposal.
- Other disaster recovery services as requested by the County.

2.2.2 - If requested by the County, the Consultant 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 and 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 preparation of information and/or reports for County management and Boards.
- 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.

SECTION THREE (3): FORMAT OF PROPOSAL

3.1 Qualifications of the Firm: Provide a description and history of the firm focusing on previous experience with contracts of this type with governmental agencies. Only provide information for contracts for which the proposing firm was the prime contractor. In written form, with each section below comprising its own paragraph, provide information about the following topics:

3.1.1 - Experience from the last five (5) years demonstrating the bidder's expertise and capacity in the removal of debris and management and disposal of solid and hazardous waste.

3.1.2 - Recent experience from the last two (2) years demonstrating the bidder's current capacity and current expertise in the removal of debris and management and disposal of solid and hazardous waste.

3.1.3 - Documented knowledge and experience of the bidder in coordination with emergency service agencies at the local, state, and federal level.

3.1.4 - Documented experience of the bidder representing local governments whose funding sources and reimbursement processes vary, including state funding and federal funding from agencies including, but not limited to: the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), and the Natural Resource Conservation Service (NRCS).

3.1.5 - Documented experience showing the bidder's familiarity and experience with special disaster recovery program management services including, but not limited to: Private Property and Right of Entry (ROE) work, waterway cleanup and reimbursement procedures, sand recovery and beach remediation, hanging limb and leaning tree removal, hazardous material removal, mass animal mortality events, vehicle and vessel recovery, abatement of asbestos, management of data, hauling invoice reconciliation and contracting, and FEMA appeals assistance.

3.1.6 - Provision of at least three (3) but no more than five (5) references for which the bidder has performed services similar to those outlined by the Scope of Work section of this document (Section 2) during the last seven (7) years, with each reference containing a point of contact name, mailing and E-Mail addresses, telephone number, and date of contract.

3.2 Qualifications of Firm Staff: Provide an organizational chart of the bidding firm, a summary of staff qualifications, and resumes of key project staff. Key project staff are considered to be those in management positions within the firm, which includes, but is not limited to: Project Manager/s, Collection and Disposal Operations Managers, Staff experiences in FEMA Public Assistance procedures, Data Managers, etc. Key project staff must be full-time employees if the bidding firm, and must have experience working for the bidding firm in the following areas:

3.2.1 - Experience demonstrating current capacity and expertise in debris removal and management and disposal of solid and hazardous waste. The County of Hyde prefers that the bidder's personnel demonstrate experience in managing hurricane debris monitoring for at least three (3) governmental agencies involving a minimum of one hundred thousand (100,000) cubic yards of debris for each client.

3.2.2 - Documented knowledge and experience of emergency agencies, programs, funding sources, and reimbursement processes and procedures at the local, state, and federal level.

3.2.3 - Documented knowledge and experience showing familiarity and experience with special disaster recovery program management services including, but not limited to: Private Property and Right of Entry (ROE) work, waterway cleanup and reimbursement procedures, sand recovery and beach remediation, hanging limb and leaning tree removal, hazardous material removal, mass animal mortality events, vehicle and vessel recovery, abatement of asbestos, management of data, hauling invoice reconciliation and contracting, and FEMA appeals assistance.

3.3 Firm Technical Approach: Provide a description of the bidder's approach to the project including, but not limited to: startup procedures and requirements, debris volume estimate methodology, analysis of debris recovery operations and the management of debris recovery contractors, and procedures for billing / invoicing the County of Hyde and FEMA.

3.4 Cost Proposal: Each proposer shall complete and submit the Cost Proposal Form / Fee Schedule document included herein (see Appendix A). The cost proposal will be evaluated based on the hourly rates for each of the labor positions included on the Cost Proposal Form / Fee Schedule document. All non-labor projected costs will be billed to the County at cost, without markup.

Appendix A

Company / Firm Cost Proposal
Response Time Commitment
Non-Discrimination Statement
Anti-collusion Affidavit
Drug-free Workplace Form

Response Time Commitment

As stated in the Request for Proposal, the company or firm awarded the contract must, within thirty-six (36) hours of receiving Written Notification to Proceed, have a representative of the company present in the Hyde County Emergency Operations Center. Furthermore, as stated in the Request for Proposal, the company or firm awarded the contract must, within seventy-two (72) hours of receiving Written Notification to Proceed have all necessary equipment and personnel staged and ready for mobilization.

The Firm / Company recognizes that pre-mobilization and resource staging may become necessary. We agree to response time commitment.

Signature

Name / Title

Date

Non-Discrimination Statement

The proposer certifies that:

(1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any proposal submitted to the County of Hyde or the performance of any contract resulting therefrom;

(2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;

(3) In connection herewith, we acknowledge and warrant that this Company has been made aware of, understands and agrees to make a good faith effort to provide such companies with the maximum practicable opportunities to do business with this Company;

(4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

(5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

(6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling County of Hyde to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Signature

Name / Title

Date

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with the requirements set forth within Request for Proposal Number H07-2012, dated July 24, 2012, 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.

Signature

Name / Title

Date

ANTI-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA

COUNTY OF HYDE

_____, being first duly sworn deposes and says that:

1. He/she is the _____ of the attached bid;
2. He/she 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 a 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 colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a 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 the County of Hyde, 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 _____, 2012.

Notary Public _____

County of _____, State of _____

My Commission expires: _____