

REQUEST FOR PROPOSALS

Disaster Recovery Assistance
Following a Natural or Manmade Disaster

DISASTER DEBRIS MANAGEMENT

Issued by:

THE TOWN OF HOLDEN BEACH, NORTH CAROLINA

INSTRUCTIONS TO PROPOSERS

1. The Proposal

Proposals should be submitted in the format outlined in this RFP and should be a complete response to this RFP. This proposal format is mandatory. This proposal should be submitted in a sealed envelope that shows the name and address of the person or persons submitting the proposal.

The proposal should be signed by an officer authorized to make a binding commitment for the agency making the proposal. All cost and price information submitted by the Proposer will remain irrevocable for a period of 120 days from the date of submittal.

2. Changes to the Proposal

Changes to the proposal may be made at any time prior to the opening of the proposals, however, all changes must be submitted in writing, in an envelope marked "Modification to Proposal." The proposal and modifications will be opened at the same time and the proposal changed accordingly.

3. Proposal Reservations

To the extent allowed by the applicable state and federal laws, the Town of Holden Beach reserves the right to reject any proposal that is nonconforming, nonresponsive, unbalance or conditional proposals. A proposal will be considered nonconforming if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The Town of Holden Beach also reserves the right to reject any proposal if the Town believes the Proposer is unqualified or of doubtful financial ability. The proposal may also be rejected if the Proposer fails to meet any other pertinent stands or criteria established by the Town.

ACCEPTANCE OF PROPOSALS

The Town of Holden Beach intends to award a contract to the proposal that best satisfies the needs of the Town. All proposals received by the closing deadline will be carefully evaluated for conformance with the requirements of this RFP. Selection of a firm will be based upon both technical factors and price. The technical criteria that will be used for evaluation are listed in this RFP. The Town reserves the right to conduct negotiations with all responsible Proposers. This does not commit the Town to award a contract. The Town may award a contract solely on the basis of the proposal submitted without any negotiations.

Contents of the proposal may become contractual obligations if a contract ensues. Failure of the Proposer to honor these obligations may result in cancellation of the award.

AWARD OF CONTRACT

After opening of the proposals, the name of the apparent successful Proposer will be submitted to the Town of Holden Beach Board of Commissioners for final considerations and award of contract.

If approved, the Project Coordinator will provide a properly prepared Professional Services Agreement to the successful Proposer. In the event that the agreement is not approved and returned to the successful Proposer within 120 days, the Proposer may require that it be released from contract obligation. The foregoing action by the Town or the Proposer shall in no way provide any cause whatsoever for a claim against the Town by the Proposer.

TERMINATION CLAUSES

1. Non-Appropriation of Funds

Notwithstanding any other provisions of the agreement, if funds for the continued fulfillment of the agreement by the Town are at any time not forthcoming, or are insufficient through failure of any entity to appropriate funds or otherwise, then the Town will have the right to terminate the agreement without penalty, by giving prior written notice documenting the lack of funding in which instance: unless otherwise agreed to by the parties, the agreement will terminate and become null and void on the last day of the fiscal period for which appropriations were received.

2. Failure to Provide Service

If the successful Proposer fails to provide any services described in the contract, or fails to meet any obligations contained therein, the Town reserves the right to terminate the contract by providing written notice to the Proposer. The Proposer will have 30 days to cure the default. If said default cannot be cured within 30 days of the Town's written notice, the Town may demand its own timetable or terminate the contract.

3. Authority to Terminate

The Board of Commissioners is authorized to terminate this contract on behalf of the Town.

4. Force Majeure

It is mutually understood and agreed that the contract holder shall be waived of its obligations under the contract during any period or period of time when acts of God, war or public enemy render impossible its performance under the contract. In such case, the contract holder shall give the Town prompt oral notification followed by written notice of the particulars and estimated duration of said Force Majeure.

5. Law to Govern

The parties acknowledge that the contract is made and entered into in Holden Beach, North Carolina and will be performed in Holden Beach, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under contract and that North Carolina law shall govern the interpretations and enforcement of the contract and any and all legal matters relating to the contract. The parties further agree that any and all legal actions relating to the contract shall be brought in a state of federal court sitting in Brunswick County, North Carolina. By executing the contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Brunswick County, North Carolina.

SCOPE OF WORK

The Town of Holden Beach, North Carolina is requesting proposals from experienced and qualified firms to enter into a pre-event contract at no immediate nor annual cost to the 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 Town in order to eliminate immediate threats to public health and safety. Also required is the elimination of immediate threats of significant damage to improved public or private property (see Section C) and that which is considered essential to ensure economic recovery of the affected community. Contractors shall also provide disaster recovery technical program management assistance relating to the reimbursement of eligible damage costs from federal and state agencies when available, to Town officials. 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. The contract shall be for a base period of three (3) years with an option to renew for one (1) additional three (3) year period, upon consent of all parties. This contract shall only be used on an "as needed" basis as determined solely by the Town.

Firms shall submit one (1) original and five (5) copies of their proposals as requested by this invitation.

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

- a. Emergency Road Clearance: Removal of debris from the primary transportation routes as directed by the Town.
- b. Debris Removal from Public Property: Removal of debris from public rights-of-way and other public properties. Removal of debris beyond the limits of public rights-of-way as necessary to abate imminent and/ or significant threats to public health and safety of the community, when directed by the Town.
- c. Debris Removal from Private Property: Removal of debris from private properties shall be directed by the Town only when an imminent threat to life, safety and health is present on private property. This item will require prior approval of the Federal Emergency Management Agency and will be monitored for strict compliance with federal regulations regarding eligibility for reimbursement costs.
- d. Temporary Debris Staging and Reduction Sites (TDSRS): The Contractor will prepare and maintain a sufficient number of TDSRS to accept and process all eligible debris within the timelines established in the Contract. The Town shall identify and make available all TDSRS to the contractor at no charge. Preparation and maintenance of TDSRS shall include all approach and interior haul roads and dump pads, a roofed inspection tower sufficient for a minimum of three (3) inspectors for the monitoring of all incoming and exiting traffic.

All debris shall be processed in accordance with local, state and federal laws, standards and regulations. Processing shall include, but not be limited to: reduction by tub grinding or chipping and/ or incineration when approved by the Town. Prior to reduction, all debris shall be segregated between vegetative and clean, woody debris; construction and demolition debris; white goods; recyclable debris; and household hazardous waste. Construction and demolition debris may be directed to the nearest lawfully permitted landfill, bypassing the TDSRS.

- e. Generated Hazardous Waste Abatement: Abatement of hazardous waste is identified by the 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: 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: All debris shall be subject to inspection by the Town. Inspections will be to insure compliance with the contract and applicable federal, stated and local laws. The Contractor will, at all times, provide the Town access to all work sites and disposal areas. The Contractor and the Town will have in place at the TDSRS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS. SThe Contractor will work closely with the State 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 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 debris was removed in a clean and neat condition. The condition of the work site shall be equal to or better than the original condition of the site.
- j. White Goods: The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in FEMA 325 (April 1999) Debris Management Guide. The Contractor will dispose of all white goods encountered in accordance with applicable federal, stated and local laws. Proper disposal of Freon is essential.
- k. Hazardous Stumps: The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the Town. Stumps will be removed to TDSRS where they shall be inspected and categorized by size.
- l. Clean Fill Dirt: The Contractor shall place compacted fill dirt in the ruts created by equipment, holes created by removal of hazardous stumps and other areas that post a hazard to public access upon direction of the Town. This clean fill dirt shall be compacted as directed by the Town.

- m. Sand Screening: The Contractor shall screen beach sand to remove eligible debris deposited by the event. This includes the pick up of debris laden sand, hauling to a processing screen located at the beach, processing sand through the screen and returning the clean sand to the beach as directed by the Town. The debris shall be removed and handled using the same process identified in the contract for other debris types.

- n. Documentation and Recovery Process: Contractor will provide the following in addition to debris removal activities:
 - 1. Recovery process documentation
 - 2. Maintain documentation of recovery process
 - 3. Provide written and oral status as requested by the Town
 - 4. Review documentation for accuracy and quantity
 - 5. Assist in preparation of claim documentation

These items for the documentation and recovery process shall be included in the items in the pricing attachments. Proposers shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope.

ADMINISTRATOR

The Town Manager or his/ her designee will be the Contract Administrator for this project.

THE TOWN'S SELECTION COMMITTEE

Proposals will be reviewed and ranked by the Town Manager. Those firms listed may be selected for interviews and shall be prepared to make a scheduled presentation to the Town if required.

All communications regarding the project, including any questions related to this Request for Proposal, shall be submitted in writing to Chris Clemmons, Public Works Director **by 2:00 p.m. on September 10, 2018**, to:

Chris Clemmons, Public Works Director
Town of Holden Beach
110 Rothschild Street
Holden Beach, NC 28462

SUBMISSION REQUIREMENTS

- a. To be considered submit one (1) original and five (5) complete copies in an 8 ½" by 11" format.
- b. Submission Deadline and Locations: Proposals must be submitted to address below **by 2:00 p.m. on September 10, 2018** to

Town of Holden Beach
Attn: Heather Finnell, Town Clerk
110 Rothschild Street
Holden Beach, NC 28462

- c. Required Information:

Please submit the following information in the order requested:

1. Names, address, phone number, fax number and email 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 Town's objectives and perform tasks listed in the proposal. This shall include the size of the firm, office location from which service is being performed and nature of staff and equipment to be employed for each type of disaster event.
3. List of equipment available for recovery projects.

4. List of disaster specific experience within the last five (5) years, including the response time, client and contact person. The Proposer should indicate, relative to the 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 Town.
 - b. Indicate and list any legal actions in the last five (5) years.
5. A debris management and response plan applicable for the scope of work.
6. List of costs associated with the technical services and/ or tasks to be provided by the Contractor.
7. Lists of costs for the unit process and hourly rates contained in Attachments I and II.

LIMITATIONS

1. This request does not commit the Town to the award of the contract or to pay any costs incurred in the preparation for a response to the request.
2. The Town may or may not require prospective Proposer to participate in negotiations and to submit additional technical information or other revisions to their proposal as may result from the negotiations.
3. The Town reserves the right to reject any or all proposals, to waive informalities, to request additional information and to award a contract deemed most advantageous to the Town.

MINIMUM REQUIREMENTS OF PROPOSER

1. Proposals shall be considered only from firms normally engaged in performing the type of work specified with the Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the Proposer, the Town Manager shall determine whether the evidence of responsibility and ability to perform is satisfactory. The Town Manager reserves the right to reject any or all proposals.
2. Previous experience in the performance of projects of a similar nature to ensure timely and efficient completion of any disaster project.
3. The individual/ firm warrants the he/ she is fully qualified, with adequate personnel and experience to undertake the services required within a reasonable time.

4. The Proposer shall be an equal opportunity employer and shall adhere to any applicable federal, state local affirmative action requirements.
5. The Proposer shall provide a five percent (5%) bid bond which shall remain in effect for the full term of the subsequent contract. Upon activation of the contract, the successful contractor shall provide Performance and Payment Bonds.

CRITERIA FOR EVALUATION AND AWARD

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

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

Criteria	Points Assigned
Credentials	10
Expertise of Designated Staff	10
Past Experience	15
Managerial Capabilities	15
References	15
Capabilities to Perform SOW	15
Price Proposals	20

INCURRED EXPENSES

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

ATTACHMENT I

FEE SCHEDULE – PART A: UNIT PRICES

ITEM DESCRIPTION	UNIT	UNIT PRICE
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1. Loading and hauling debris from public and rights-of-way to a temporary debris staging and reduction site	Cubic Yard	\$
2. Loading and hauling debris from public property and rights-of-way to a final disposal site	Cubic Yard	\$
3. Management and operation of temporary debris	Cubic Yard	\$
4. Debris reduction by chipping/ grinding	Cubic Yard	\$
5. Debris reduction by burning	Cubic Yard	\$
6. Freon management and recycling	Each	\$
7. Animal carcass collection, hauling and final disposal	Pound	\$
8. Loading and hauling debris reduction by-products to a final disposal site	Cubic Yard	\$
9. Loading and hauling household hazardous waste to a final disposal site	Pound	\$
10. Hazardous stump removal, loading and hauling to a temporary debris staging and reduction site		
A. 0 to 11 inch diameter	Each	\$
B. 12 inch to 23.99 inch diameter	Each	\$
C. 24 inch to 35.99 inch diameter	Each	\$
D. 36 inch to 47.99 inch diameter	Each	\$
E. 48 inch and larger diameter	Each	\$
11. Clean, fill dirt	Cubic Yard	\$
12. Sand Screening	Cubic Yard	\$

ATTACHMENT II

FEE SCHEDULE – PART B: EQUIPMENT AND LABOR RATES

ITEM DESCRIPTION **HOURLY PRICE**

1. JD 544 Wheel Loader with debris grapple \$
2. JD 644 Wheel Loader with debris grapple \$
3. Extendaboom Forklift with debris grapple \$
4. 753 Bobcat Skid Steer Loader with debris grapple \$
5. 753 Bobcat Skid Steer Loader with bucket \$
6. 753 Bobcat Skid Steer Loader with street sweeper \$
7. 30-50 H Farm Tractor with box blade or rake \$
8. 2 – 2 ½ cubic yard Articulated Loader with bucket \$
9. 3 – 4 cubic yard Articulated Loader with bucket \$
10. JD 648E Log Skidder or equivalent \$
11. CAT D4 Dozer \$
12. CAT D5 Dozer \$
13. CAT D6 Dozer \$
14. CAT D7 Dozer \$
15. CAT D8 Dozer \$
16. CAT 125 – 140 HP Motor Grader \$
17. JD 690 Trackhoe with debris grapple \$
18. JD 690 Trackhoe with bucket and thumb \$
19. Rubber Tired Excavator with debris grapple \$
20. JD 310 Rubber Tired Backhoe with bucket and hoe \$
21. Rubber Tired Excavator with debris grapple \$
22. 210 Prentiss Knuckleboom with debris grapple \$
23. CAT 623 Self-Loader Scraper \$
24. Hand-Fed Debris Chipper \$
25. 300 – 400 HP Tub Grinder \$
26. 800 – 1000 HP Tub Grinder \$
27. 30 Ton Crane \$
28. 50 Ton Crane \$
29. 100 Ton Crane (8 hour minimum) \$
30. 40 – 60 foot Bucket Truck \$
31. Greater than 60 foot Bucket Truck \$
32. Fuel/ Service Truck \$
33. Water Truck \$
34. Portable Light Plant \$
35. Lowboy Trailer with Tractor \$
36. Flatbed Truck \$
37. Pick-up Truck (unmanned) \$
38. Self-Loading Sump Truck with debris grabble \$
39. Single Axle Dump Truck, 5 – 12 cubic yards \$
40. Tandem Axle Dump Truck, 16 – 20 cubic yards \$
41. Tandem Axle Dump Truck, 21 – 30 cubic yards \$
42. Tandem Axle Dump Truck, 31 – 50 cubic yards \$
43. Tandem Axle Dump Truck, 51 – 80 cubic yards \$
44. Power Screen \$
45. Stacking Conveyor \$
46. Chainsaw (without operator) \$
47. Air Curtain Incinerator, self contained \$

48. Temporary Office Trailer	\$
49. Mobile Command and Communications Trailer	\$
50. Laborer, with small hand tools and Traffic Control Flagperson	\$
51. Skilled Sawman	\$
52. Crew Foreman with cell phone	\$
53. Tree Climber	\$

All equipment rates include the cost of the operator, fuel and maintenance.

All labor rates include the cost of the personal protective equipment, including, but not limited to, hardhat, traffic safety vest, steel-toed shoes, gloves, leggings and protective eyewear.