

REQUEST FOR PROPOSAL



NTB RFP #2022-001

Bid Title:

**Disaster Debris Clearance and Removal
Services**

Date of Issue: May 11, 2022

**Proposals Due: May 25, 2022 Time:
5:00 pm**

Issued for:

The Town of North Topsail Beach

If you have received this bid/proposal from a source other than the Town of North Topsail Beach, it is the responsibility of the bidder to ensure that all addenda have been received and reviewed.

Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Town. Any oral communications will not be authoritative and will not be binding on the Town. Any addendums shall be posted on the Town's web site at www.ntbnc.org It remains the sole responsibility of the Consultant to contact the Town prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and if appropriate, return all requested documentation with its proposal.

1.0 INTRODUCTION

The Town of North Topsail Beach is soliciting proposals from qualified contractors for the purpose of disaster debris removal, reduction, disposal, and other necessary emergency clean-up activities associated with a hurricane or other natural disaster or man-made disaster. The contractor will be on a first contact basis for all disasters and emergencies that may require debris removal, reduction, disposal, or other cleanup activities.

Responding firms (“Contractor”) must, at a minimum, have performed at least three (3) debris removal, reduction, and disposal operations in excess of 1,000,000 cubic yards and provide references for the communities where these operations took place. Contractors will need to be licensed to do business in North Carolina and not on the debarred FEMA list.

- A. Copies of the Request for Proposal (RFP) may be obtained by applying to the Office of the Town Manager during regular business hours. The Town of North Topsail Beach reserves the right to reject any and/or all proposals and/or waive any informality or irregularity in the proposal. **The Town’s issuance of this RFP shall in no way obligate the Town to compensate you for your efforts or to execute a contract with your firm.**

2.0 PREPARATION OF PROPOSAL

Proposals shall be submitted on the forms included with the bid documents. Proposals shall be signed by the person or persons legally authorized to bind the contractor to a contract. Proposals that are not signed will be rejected.

Any interlineations, alterations, or erasures must be initialized by the signer of the proposal.

Failure to submit a proposal with all proposal requirements or inclusion of any alternates, conditions, limitations, or provisions not called for will render the bid irregular and may be considered sufficient cause for rejection of the Proposal.

Negligence or error on the part of any Contractor in preparing its proposal confers no right of withdrawal or modification of their bid after time has been called. Sureties and principals are advised that the TOWN cannot give consideration to any “plea of error” in preparation of the bid, except in accordance with N.C.G.S. 143-129.

A bid by a Corporation shall further give the state of incorporation and have the corporate seal affixed.

3.0 SUBMITTALS AND REPRODUCTION

Proposal Reproduction: Please submit **three (3) bound copies of the proposal package and a digital file (Adobe® PDF format) on a USB flash drive.** Proposals shall be submitted in a sealed, opaque envelope or packaging material, plainly marked on the outside with “**NTB RFP #2022-001 DISASTER DEBRIS REMOVAL SERVICES**”.

In order to be considered all proposals must be submitted in writing no later than **5:00 PM (EST) on May 25, 2022**. Time is of the essence; No proposal will be accepted after the official time and date. Firms mailing responses should allow delivery time to ensure timely receipt of their proposals. The responsibility for getting the proposal to the Town Manager on or before the specified time and date is solely and strictly the responsibility of the responding firm. ***The Town will in no way be responsible for delays caused by any occurrence.*** Responses may be hand-carried or mailed by traceable means to the Town no later than and delivered at **5:00PM on May 25, 2022 (“Due Date”)** at the following address:

NTB RFP 2022-001 Disaster Debris Removal Services
Town of North Topsail Beach
2008 Loggerhead Court
North Topsail Beach, NC
28460

Hours of Operation: 8:00 a.m. - 5:00 p.m. (EST)
Monday through Friday

Only **sealed** proposals will be accepted; however, this is not a public bid opening. The outside of the sealed envelope shall be clearly marked “**NTB RFP #2022-001 Disaster Debris Removal Services.**”

Improper Identification and Timeliness: The Town is not responsible for the failure of the Contractor or the Contractor's agent or delivery service to submit responses in a timely manner or for a proposal that is not properly addressed or identified. **If Contractor intends to hand deliver their proposal on the day of the proposal due date, please be aware that Contractor accepts sole and complete risk if their proposal cannot be delivered on time due to unforeseen circumstances such as travel delays or weather. No emailed or faxed bids will be accepted.** Proposal delivery by electronic means, such as facsimile or e-mail is not allowed

4.0 QUESTIONS

All questions pertaining to this Request for Proposal (RFP) shall be submitted in writing no later than May 20, 2022 at 12:00 PM. Questions may be emailed to townmanager@ntbnc.org.

Only written questions will be considered formal. **Any information given by telephone will be considered informal.** Any questions that the Town feels are pertinent to all proposers will be addressed via an Addendum. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Town. Any oral communications will not be authoritative and will not be binding on the Town. Any addendums shall be posted on the Town's web site. **It remains the sole responsibility of the Consultant to contact the Town prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and if appropriate, return all requested documentation with its proposal.**

5.0 EVALUATION

No part of this solicitation is to be considered part of a contract nor any provisions contained herein to be binding of the Town of North Topsail Beach. The Town reserves the right to reject any and all proposals for any reason.

The award shall be made to the responsible firm(s) whose qualifications are determined to be the most advantageous to the Town, taking into consideration qualifications, experience, financial strength, mobilization and operational plans, and the rate schedule. Estimated quantities (determined by the Town) will be used in the evaluation of the unit rate price schedule. The Town is not using a weighting system.

The Town of North Topsail Beach anticipates the award of the contract no later than June 1, 2022.

6.0 CONTRACT TERM

The contract(s) will be for a five (5) year period. All work set forth in the Scope of Work must be approved by personnel authorized by the Town Manager. Note: There is no escalation clause during the five (5) year term.

7.0 BONDS

Bid Bond: Pursuant to 2 CFR 200.325 *et seq*, Bonding Requirements, an **original** bid bond payable to the Town of North Topsail Beach shall be submitted with the proposal response in the amount of five (5%) percent of the total proposed bid amount based on Schedule 1 will be required. The bid bond will be returned to the unsuccessful contractor(s) as soon as practicable after the opening of proposals. The bid bond will be returned once the successful proposer's acceptance of insurance coverage and full execution of contract documents consummates a contract with the Town based on their bid rates or a proposer is deemed unsuccessful in their proposal. Failure of the successful proposer to execute a contract and furnish evidence of appropriate insurance coverage, as provided herein, within 30 days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the bid bond to the Town, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

Performance & Payment Bond: Selected Contractor(s) will be required to post a performance and payment bond in the amount of 100% of the estimated contract price within ten (10) days after the contract has been activated and a Notice to Proceed has been issued by the Town. 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 Town Manager issues a Notice to Proceed, until such time as the scope of work contained in this contract is completed as determined by the Town Manager. Bonds shall be submitted to the Town Finance Officer.

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 activation of the contract and issuance of a Notice to Proceed by the Town. The surety bonds must be in the form set forth in N.C.G.S. § 44A-33 without any variations therefrom or in any other form authorized by the N.C.G.S. The Contractor will be solely responsible for any costs associated with obtaining bonds; bond premiums will not be reimbursed by the Town.

8.0 WITHDRAWAL OF BID

Bidders may withdraw or withdraw and resubmit their proposal at any time prior to the time proposals are due. **NO** bid may be withdrawn after the scheduled closing time for receipt of bids.

9.0 PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a firm in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to N.C.G.S. §66-152(3). However, the firm must invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data on other materials to be protected and state the reasons why protection is necessary. **Each individual page considered a trade secret or proprietary information must be labeled “Confidential” in the top right corner.**

10.0 Compliance with 2 CFR Part 200

The Contractor agrees to recognize and comply with all applicable standards, orders, or regulations issued pursuant to Appendix II of 2 CFR 200. Standards, orders, or regulations that are not applicable to the scope of work will not be required by the Contractor

11.0 MINORITY BUSINESSES

Consistent with the provisions of 2 CFR 200.321 the Town shall take affirmative steps to secure small businesses, minority, and women-owned businesses. The Town desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

Promote affirmatively (where feasible) in accordance with N.C.G.S. §143-129, together with all other applicable laws, statutes, and constitutional provisions the procurement of goods, and services in connection with construction projects for minority-owned business enterprises;

Ensure that competitive and equitable bidding opportunities are followed to afford minority business enterprises' participation. Strive to obtain contract and subcontract awards to minority business enterprises;

Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for the procurement of goods and services for construction projects and subcontracts;

Promulgate and enforce contractual requirements that the general contractor or all construction projects shall exercise all necessary and reasonable steps to ensure that minority business enterprises participate in the work required in such construction contracts.

In addition, the Town will also adhere to and require the Contractor to follow 2 CFR 200.321 requirements which are as follows:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total tasks, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, to encourage participation by small and minority businesses and women's business enterprises;
- 5) Using the services and assistance of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as appropriate;
- 6) Requiring the prime contractor, if subcontracts are to be awarded, to take the five previous affirmative steps.

The Contractor shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises and Women Business Enterprises participate in the work required in this contract. The Contractor agrees by executing this contract that he/she will exercise all necessary and reasonable steps to ensure that this special provision

contained herein on Minority Business Enterprise is complied with. The Contractor shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the Contractor to carry out the requirements set forth in the special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.

11.0 SAMPLE AGREEMENT

Attached is a *Sample* Service Agreement that describes the Town's substantive contractual terms and conditions. The successful contractor will be required to enter into a service agreement. Any exceptions to the terms and conditions of the Service Agreement must be documented and submitted as requested in Section 12 below.

AGREEMENT TO PROVIDE DISASTER DEBRIS CLEARANCE AND REMOVAL SERVICES FOR THE TOWN OF NORTH TOPSAIL BEACH

This Agreement is made as of the ___ day of ____, 2022 by and between the Town of North Topsail Beach ("Town"), and _____ ("Monitor"). In consideration of the mutual covenants and promises / contained herein, the Town and the Contractor agree as follows:

ARTICLE 1 - SERVICES

Contractor's responsibility under this Agreement is to provide disaster debris clearance and removal services as described in Scope of Services attached hereto as Exhibit "A."

ARTICLE 2 - PAYMENT

Contractor's Fee Schedule is included in Exhibit " B," attached. Contractor acknowledges that the Town will apply for financial assistance from the Federal Emergency Management Agency (FEMA) and/or the state emergency management agency. Therefore, Contractor represents that it will perform all Services hereunder in a manner, time, and place so as to assist with such reimbursement by FEMA to the Town, Contractor shall submit monthly statements for services rendered. Contractor's statements shall be due and payable within 30 calendar days.

ARTICLE 3 - TERM

The term of this agreement is for _____, 2022 through _____, 2022 unless otherwise extended by the mutual agreement of the parties.

ARTICLE 4 - LIABILITY INSURANCE

The Contractor agrees to and shall procure and maintain during the duration of this Agreement, Contractor's general public liability and property damage insurance, including auto liability and employer's liability coverage, ensuring Contractor from all claims from personal injury, including death, and claims for destruction or damage to property arising out of or in connection with any operations under this Agreement, whether such operations are by the Contractor or subcontractor to the Contractor, and said insurance shall name and endorse the Town as an additional insured and hold harmless the Town. All liability insurance must contain a contractual action over claims cause.

ARTICLE 5 – INSURANCE LIMITS OF LIABILITY

Insurance shall be written with limits of liability of not less than the following:

1. \$1,000,000 primary limit, for all damages arising out of bodily injury, including death, with umbrella coverage of \$2,000,000.
2. \$1,000,000 primary limit for all property damage, with umbrella coverage of \$2,000,000.

ARTICLE 6 -WORKERS' COMPENSATION INSURANCE

Contractor shall provide and maintain Worker's Compensation insurance at its expense during the term of this Agreement, in accordance with state workers' compensation laws.

ARTICLE 7 - ERRORS AND OMISSIONS

Contractor shall provide and maintain an errors and omissions policy sufficient to cover the scope of this project. Contractor agrees to provide if requested, a declaration sheet showing the effective dates and coverage for this policy.

ARTICLE 8 - PERFORMANCE SCHEDULES

Contractor shall provide progress reports to the Town on a weekly basis or more frequently as requested by the Town. Such reports shall contain, at a minimum, total cubic yards collected, daily totals, and a description of the geographical areas being addressed by the Contractor.

ARTICLE 9 -TERMINATION

The Town may terminate this Agreement upon written notice to the Contractor. The Contractor may terminate this Agreement upon thirty (30) days written notice to the Town. During such termination period, the Contractor shall continue to diligently perform all of its duties hereunder. After a receipt of a termination notice and except as otherwise directed by the Town, the Contractor shall: stop work on the date and to the extent specified; terminate and settle all orders and subcontracts relating to the performance of the terminated work; transfer all work in process, completed work, and other materials related to the terminated work as directed by the Town; and continue and complete all parts of that work that have not been terminated.

ARTICLE 10 -PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. All of the services required herein under shall be performed by the Contractor or under its supervision and all personnel engaged in performing the services shall be fully qualified and, if required, authorized, or permitted under state and local law to perform such services.

ARTICLE 11 -SUBCONTRACTING

Contractor shall be responsible for the compliance of all subcontracting parties with the terms of this Agreement and with any applicable local, state, or federal laws or regulations. Contractor shall be solely responsible for timely paying its subcontractors.

ARTICLE 12 - LOCAL PREFERENCE

Respondent will make every effort to utilize local employees, subcontractors, equipment rental, supplies, and other locally available resources.

ARTICLE 13 - CREDIT

Contractor shall not pledge the Town's credit or make the Town a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Contractor further represents and warrants that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 14 - PERFORMANCE

Contractor shall perform its obligations hereunder in compliance with all applicable local, state, and federal laws and regulations.

ARTICLE 15 - FEDERAL AND STATE TAX

Contractor shall pay all local, state, and federal taxes which may become due based upon its performance of this Agreement. The Contractor shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Agreement.

ARTICLE 6 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 17 - CONFLICT OF INTEREST

Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder.

ARTICLE 18 - ACCESS AND AUDITS

Contractr shall maintain adequate records to justify all hours incurred and charged in performing the services for at least five (5) years after completion of the Agreement.

ARTICLE 19 – NONDISCRIMINATION

Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws.

ARTICLE 20- ENTIRE AGREEMENT

Town and Contractor agree that this Agreement including its Exhibits A and B and any dully executed amendments sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, deleted, modified, superseded, or otherwise altered, except by a written instrument executed by the parties hereto. Contractor shall not assign or transfer any of its rights, benefits, or obligations under this agreement.

ARTICLE 21 - AUTHORITY TO PRACTICE

Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its businesses and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Town upon request.

ARTICLE 22 -SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable as permitted by law.

ARTICLE 23 - MODIFICATION OF WORK

The Town reserves the right to make changes in the services, including alterations, reductions therein, or additions thereto. Upon receipt by the Contractor, of the Town notification of a contemplated change, the Contractor shall: (1) if requested by the Town, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the Town of any estimated change in the completion date; and (3) advise the Town in writing if the contemplated change shall affect the Contractor’s ability to meet the completion dates or schedules of Agreement.

ARTICLE 24 - LAWS AND REGULATIONS

This Agreement shall be interpreted under the laws of the State of North Carolina, with an exclusive venue for any matter arising from this Agreement. All applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorized entities having jurisdiction over any part of this project shall apply to the Agreement throughout., and they will be deemed to have been included in the Agreement as though herein written.

In Witness Whereof, the parties have made and executed this Agreement on behalf of the parties on the day and year above written.

Town:

Contractor:

By _____
Alice Derian, Town Manager

By _____
[insert name and title]

Address for giving notice:

Town of North Topsail Beach
C/O Town Manager
2008 Loggerhead Court
North Topsail Beach, NC 28460

[insert Contractor’s name and address]

Additional Contract Provisions Necessary for FEMA Reimbursement of Eligible Expenses

A. Remedies:

“Each of the Parties hereto acknowledges and agrees that, in the event of any breach of any covenant or agreement contained in this Agreement by the other party, monetary damages may be inadequate with respect to any such breach, and the non-breaching party may have no adequate remedy at law. It is accordingly agreed that each of the parties hereto shall be entitled, in addition to any other remedy to which they may be entitled at law or in equity, to seek injunctive relief and/or to compel specific performance to prevent breaches by the other party hereto of any covenant or agreement of such other party contained in this Agreement. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies.”

B. Termination for Cause:

“**Termination for Breach.** If either Party shall at any time fail to meet any of its obligations hereunder and shall fail to correct such default within thirty (30) days after the non-breaching Party shall have given written notice to it thereof, the non-breaching Party shall be entitled to notify the other Party that it intends to terminate this Agreement unless such default is corrected, and may so terminate ten (10) days after the end of such thirty (30) day period if such default is continuing; provided that if such default by the breaching Party shall be a recurring default and the breaching Party does not reasonably satisfy the non-breaching Party that such defaults shall cease to occur, the non-breaching Party shall be entitled to terminate this Agreement upon the occurrence of such default and the other Party shall not be entitled to correct such default.”

C. Equal Employment Opportunity:

“During the performance of this Agreement, the Contractor agrees as follows:

- (1) The Contractor will prohibit discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity, or expression, or any other characteristic protected by federal, state or local laws. Certified disadvantaged businesses should include a copy of their applicable certification for such designation with their proposal.
- (2) The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity, or expression, or any other characteristic protected by federal, state or local laws including employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (3) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity, or expression, or any other characteristic protected by federal, state or local laws.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.”

D. Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

E. Clean Air Act and the Federal Water Pollution Control Act:

"Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

F. Debarment and Suspension:

"Suspension and Debarment

- (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of sub-recipient). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub-recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.”

G. Byrd Anti-Lobbying Amendment:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

H. Procurement of Recovered Materials:

“(1) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the Agreement performance schedule;
- (ii) Meeting Agreement performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA designated items, is available at EPA’s Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.”

I. Access to Records:

“Access to Records. The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide (insert name of the state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Agreement.”

J. DHS Seal, Logo, and Flags:

“The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

K. Compliance with Federal Law, Regulations, and Executive Orders:

“This is an acknowledgment that FEMA financial assistance will be used to fund the Agreement only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

L. No Obligation by Federal Government:

“The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the Town, Contractor, or any other party pertaining to any matter resulting from the Agreement.”

M. Program Fraud and False or Fraudulent Statements or Related Acts:

“The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Agreement.”

12.0 PROPOSAL REQUIREMENTS

Proposing firms should, at a minimum, provide the following information listed below. Each requirement shall be labeled and submitted in the order listed below:

- Section 1: Introduction: At a minimum, the introduction shall include: Firm name, address, telephone, fax number, contact person, and e-mail address; Year established and former firm names; Names of principals of the firm; Types of services for which the firm is qualified; and an understanding of the scope of work/services;
- Section 2: Bid Bond
- Section 3: Contractor technical experience. This section shall include debris volume estimates with backup documentation as to how the contractor determined its estimates.
- Section 4: Organizational chart
- Section 5: Training and professional experience (include all professional certifications)
- Section 6: List of all existing debris removal/hauling contracts
- Section 7: References from existing contracts and/or past clients (must include references from the successful completion of three (3) debris removal projects in excess of 1,000,000 cu yds.
- Section 8: A list of sub-contractors and a subcontractor plan which includes a clear description of the percentage of work that will be subcontracted out and a list of subcontractors the contractor plans to use.
- Section 9: Financial resources and bond rating – **Label this section as “CONFIDENTIAL”**
- Section 10: A) Detailed listing of Contractor’s equipment and resources; and
B) A mobilization and operations plan
- Section 11: Construction drawings for OSHA compliant temporary inspection towers
- Section 12: Completed Forms on forms provided
 - Schedule 1 – Unit Rate Price Schedule (on provided forms)
 - Schedule 2 – Hourly Equipment and Labor Price Schedule (on the provided form)
 - Non-Collusion Affidavit (on the provided form) **MUST BE NOTARIZED**
 - Proposer’s Bid Certification Form (on the provided form) **MUST BE NOTARIZED**
 - Certification Regarding Debarment and Suspension (on the provided form)
- Section 13: Exceptions to the Town’s Service Agreement

13.0 OVERVIEW OF SCOPE OF WORK RATE SCHEDULE ITEMS

Under this contract, work shall consist of clearing and removing any and all “eligible” debris as defined by Federal Emergency Management Agency (“FEMA”) Publication 325, all applicable State and Federal Disaster Specific Guidances (“DSGs”) and policies, and as directed by the Public Works Superintendent. Work will include 1) examining debris to determine whether or not debris is eligible, burnable, or non-burnable, 2) loading the debris, 3) hauling the debris to an approved Temporary Disposal Staging and Reduction Site “TDSRS” or landfill, 4) reducing the debris, 5) hauling the debris to an approved disposal facility, and 6) dumping the debris at the dumpsite or landfill. Debris not defined as eligible by FEMA Publication 325 or State or Federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions are given to the Contractor by the Public Works Director. It shall be the Contractor’s responsibility to load, transport, reduce, and properly dispose of any and all FEMA eligible debris that is the result of the event under which the Contractor was issued a Notice to Proceed. This includes, but is not limited to:

Vegetative Debris

- Damaged and disturbed trees, tree limbs, bushes, shrubs, brush, untreated lumber, and wood products.
- Uprooted trees and/or stumps, tree root balls, trunks, limbs, branches, bags of leaves, and piles of leaves larger than a bushel basket. Chain saw crews may be required to cut up large trees and stumps. Cranes may be required for the removal of large trees and stumps.
- Broken tree limbs on trees that measure more than two inches in diameter at any point.
- Remains of standing trees which are obviously damaged beyond salvage.

Construction and Demolition (C&D) Debris

- Building materials, including wood structural members, concrete blocks, window glass, siding, and roofing materials including shingles or metal roofing panels.
- Household debris, consisting of damaged furniture and appliances, flooring materials, and the like.
- Treated timber, plastic, rubber products, sheetrock, cloth items, and carpeting materials.
- Metal Debris - Various thicknesses of corrugated metal and other thin sheet metal products.

The Town will also be under contract with a debris monitoring contractor to provide professional consulting services in disaster management and recovery. This contractor will assist the Town in disaster debris monitoring in the event a contract is activated. In addition, the contractor will oversee the project and ensure that the contractors are using the appropriate forms required by federal agencies.

14.0 DESCRIPTION OF DESIGNATED AREA

The designated area for debris removal is bound by the Town limits and includes all public right-of-ways, easements, Town parks, alleys, and Town debris staging areas within the incorporated areas of the Town. Roadways in municipalities within the Town. Debris removal performed on these municipal roadways will be performed as identified by the Public Works Superintendent.

All debris identified by the Town Public Works Superintendent shall be removed. The Contractor shall make four complete passes through the Town, removing all debris along each street Right-of-Way (“ROW”). Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the Town or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the point where it enters the ROW and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the Town Manager, in writing. No FEMA ineligible debris shall be hauled from the designated area.

Contractor shall deliver debris to disposal sites that have been permitted to receive storm-generated debris and adhere to all state, local, and federal regulations.

Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than 6" beyond the sides of the truck bed. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the blowing of debris out of the hauling vehicle during transport to the disposal site.

All debris shall be mechanically loaded and reasonably compacted into the trucks and trailers. Hauling vehicles that are hand loaded or that require mechanical assistance for dumping will not be permitted to dump at the TDSRS unless approved in advance by the Public Works Superintendent.

Loose leaves and small debris in excess of a one-bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six inches (6”) in any dimension shall be left on site. Hand crews and rakes will be required.

Contractor will provide an on-site Project Manager to the Town. The Project Manager shall provide a telephone number to the Town with which he or she can be reached for the duration of the project. The Project Manager will be expected at daily meetings with the Public Works Superintendent and/or his representative. Daily meeting topics will include but are not limited to volume of debris collected, completion

repairs. The frequency of meetings may be adjusted by the Town Manager. Contractor Project Manager must be available 24 hours a day, or as required by the Town Manager.

The Town will provide the Contractor with TDSR sites. The Contractor will be responsible for returning the DMS to its original condition. At present, no definitive TDSR sites have been identified. Possible TDSR sites include:

Folkstone Rd. between US 17 and Tar Landing Road (Holly Ridge)
Approximate acreage: 260
GPS Coordinates: 34° 31' 03.55" N
77° 29' 36.20" W

At present, no definitive location(s) have been approved for the final disposal of non-biodegradable and biodegradable debris. Possible location(s) include:

Onslow County Landfill
Approximate acreage: 887
GPS Coordinates: 34° 49' 55.48" N
77° 13' 43.92" W

Town does not warrant or guarantee the availability or use of any dumpsites. **Contractor must coordinate directly with the owners of all final disposal sites. All final disposal sites must be approved, in writing, by the Town Manager. The Town will maintain ownership of all reduced and unreduced assigned to the Contractor for removal until the debris reaches the final disposal site. The Contractor will, at no time, take ownership of the debris unless approved, in writing, by the Town Manager.**

Payment for disposal costs such as tipping fees incurred by the Contractor at permitted disposal facilities, or other Town approved sites that meet local, state, and federal regulations for disposal will be made at the cost incurred by the Contractor. Contractor must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility, and proof of Contractor payment to the disposal facility. Tipping fees need to be **listed** as a separate item on all tickets/invoices. The contractor and hauler must charge the Town's current rate for tipping fees; no markup (profit) is authorized for tipping fees.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, tribal, and local governments or agencies, or any public utilities.

The Town reserves the right to inspect the TDSRS, verify quantities, and review operations at any time.

15.0 SCOPE OF WORK

A. Emergency Road Clearance

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to clear and remove debris from Town roadways, and waterways, to make them passable immediately following a declared disaster event. All roadways designated by the Town Manager shall be clear and passable within seventy (70) working hours of the issuance of a notice to proceed from the Town to conduct emergency roadway clearance work. Clearance of these roadways will be performed as identified by the Public Works Superintendent.

B. ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport vegetative debris existing in the Town to a designated disposal facility.

Vegetative debris existing in the Town ROW is defined as debris resulting from a hurricane or other natural disaster or man-made disaster which has been or will be placed along public right-of-ways, easements, Town parks, alleys, and Town debris staging areas.

For the purposes of this contract, vegetative debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e. not behind a fence or other physical obstacle) will be deemed to be on the right-of-way and is to be removed.

Removal of vegetative debris existing in the Town will be performed as identified by the Public Works Superintendent.

C. ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport Construction and Demolition (“C&D”) debris existing in the Town ROW to a Town approved TDSRS or other designated disposal facility.

C&D debris existing in the Town ROW is defined as debris resulting from a hurricane or other natural disaster which has been or will be placed along public right-of-ways, easements, Town parks, alleys, and Town debris staging areas.

For the purposes of this contract, C&D debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e. not behind a fence or other physical obstacle) will be deemed to be on the right-of-way and is to be removed.

Removal of C&D debris existing in the Town ROW will be performed as identified by the Public Works Superintendent.

D. Removal and Transport of Leaning Trees, Hanging Limbs, and Uprooted Stumps

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous trees six inches (6”) or larger in diameter; hanging limbs two inches (2”) or greater, and uprooted stumps existing in the Town ROW. Further, debris generated from the removal of hazardous trees, hanging limbs two inches (2”) or greater, and uprooted stumps existing in the Town ROW will be transported to a Town approved TDSRS or other designated disposal facility.

Removal and transportation of hazardous trees, hanging limbs two inches (2”) or greater, and uprooted stumps existing in the Town ROW and private property, as well as scattered vegetative debris on private property, will be performed as identified by the Public Works Superintendent. All disaster-specific eligibility guidelines regarding the size and diameter of leaning trees and uprooted stumps will be communicated to the Contractor, in writing, by the Public Works Superintendent.

Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the Town or its authorized representative. The Town will provide specific Right-of-Entry (“ROE”) legal and operational procedures.

E. Demolition, Removal, and Transport of Non-Regulated Asbestos Containing Material (RACM) (C&D) Structures

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to demolish structures on private property within the jurisdictional limits of the Town. The scope of work for this item includes decommissioning, utility disconnects, and permit costs necessary to demolish a structure.

Entry onto private property for the removal of eligible Non-RACM (C&D) debris will only be permitted when directed by the Town or its authorized representative. The Town will provide specific Right of Entry (ROE) legal and operational procedures. Further, debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to a Town approved DMS or other designated disposal facility.

Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition of structures.

F. Demolition, Removal, and Transport of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on private property within the jurisdictional limits of the Town. The scope of work for this item includes decommissioning, utility disconnects, and permit costs necessary to demolish a structure. Entry onto private property for the removal of eligible RACM debris will only be permitted when directed by the Town or its authorized representative. The Town will provide specific Right of Entry (ROE) legal and operational procedures. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a Town-approved final disposal site in accordance with all Federal, State, and Local regulations.

Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition of structures.

G. DMS Management and Operations

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to manage and operate DMS for the acceptance, management, segregation, and staging of disaster-related debris. DMS layout and ingress and egress plan must be approved by the Public Works Superintendent.

The management of DMS sites includes assistance in obtaining necessary local, state, and federal permits and operating in accordance with all local, state, and federal regulatory agencies.

Debris at the DMS will be clearly segregated and managed according to the separately priced collection operations outlined in Section 13.

Contractor is responsible for providing DMS traffic control.

Contractor is responsible for providing DMS dust control.

Contractor is responsible for providing 24-hour site security.

Contractor shall provide a tower from which the Town or its authorized representative can make volumetric load calls. The tower provided by the Contractor will at a minimum meet the specifications provided in the Debris Site Tower Specifications of this procurement.

Contractor is responsible for operating the DMS in accordance with Occupational Health and Safety Administration (“OSHA”) guidelines.

Upon completion of haul-out activities, Contractor shall remediate the site to pre-disaster condition and obtain a written release from the Town or its authorized representative.

H. Grinding (Reduction of Storm Generated Debris)

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm-generated debris by grinding. Reduction methods are at the discretion of the Public Works Superintendent. Grinding must be approved by the Public Works Superintendent prior to the commencement of reduction activities.

All un-reduced storm debris must be staged separately at the DMS.

Contractor must obtain approval to reduce C&D debris from Public Works Superintendent. If approved for reduction by Public Works Superintendent, C&D debris must be reduced via grinding in order for the Town to compensate the Contractor for reduction. Incineration or mauling of C&D is not an acceptable method of C&D reduction.

I. Incineration (Reduction of Storm Generated Debris)

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm-generated debris by incineration. Reduction methods are at the discretion of the Public Works Superintendent. Incineration must be approved by the Public Works Superintendent prior to the commencement of reduction activities.

All un-reduced storm debris must be staged separately at the DMS.

J. Haul-Out of Reduced Debris to Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to pick up and transport reduced material existing at a Town approved DMS to a final disposal facility.

All un-reduced storm debris must be transported to a final disposal facility separately from reduced debris.

K. Household Hazardous Waste Removal, Transport, and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of Household Hazardous Waste (“HHW”).

The removal, transportation, and disposal of HHW including obtaining all necessary local, state, and federal handling permits and operating in accordance with all local, state, and federal regulatory agencies.

L. Abandoned Vessel Removal

Under this contract, work shall consist of the removal of abandoned vessels from Town Waterways. The removed vessels will be hauled to a Town approved staging area for a limited timeframe and subsequently disposed of by the appropriate regulatory agency.

M. Abandoned Vehicle Removal

Under this contract, work shall consist of the removal and haul out of abandoned vehicles in areas identified and approved by the Town. The removed vehicles will be hauled to a Town approved staging area for a limited timeframe and subsequently disposed of by the appropriate regulatory agency.

N. Animal Carcass Removal and Disposal

Under this contract, work shall consist of the removal of animal carcasses in areas identified and approved by the Town. The carcasses will be hauled to a Town approved staging area and subsequently disposed of by the appropriate regulatory agency.

O. Vehicle and/or Vessel Aggregation Sites

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs associated with the operation of a vehicle and/or vessel aggregation site.

These sites shall be fenced, lighted, and secured according to applicable state regulations. The Contractor must be prepared to operate the sites to receive vehicles or vessels up to twenty-four hours a day and up to seven days a week as required by the Town. Vehicles or vessels will be stored in a manner to permit inspection by authorized agencies as required, or for reclamation by owners. Contractor shall also be prepared to provide 24-hour security if security is not otherwise provided for.

Vehicles and vessels will be stored in locations identifiable by row and column number and letter and by GPS coordinates. Location identifiers will be associated with the vehicle or vessel records in the Contractor’s site tracking database.

16.0 USE OF LOCAL RESOURCES

The Contractor shall give first priority to utilizing resources located within the disaster or emergency area.

17.0 WORKING HOURS

Monday through Saturday, the contract hours shall be 7:00 AM through 7:00 PM. The contract hours shall be 1:00 PM through 7:00 PM on Sunday. No work outside these hours shall be allowed unless approved in advance by the Town.

18.0 DEBRIS SITE TOWER SPECIFICATIONS

The Contractor shall provide one tower at each dumpsite for the use of Town representatives during their inspection of dumping operations. The inspection platform of the tower shall be constructed at a minimum height of 10' from surrounding grade to finish floor level, have a minimum of eight feet (8') by eight feet (8') of usable floor area, and be covered by a roof with two feet (2') overhangs on all sides, and be provided with appropriate railings and a stairway. The platform shall be enclosed, starting from platform floor level and extending up four feet (4'), on all four (4) sides.

The Contractor shall provide one portable toilet at each dumpsite for the use of Town representatives during their inspection of dumping operations. The toilet shall be provided prior to the start of any dumping operations and kept in a sanitary condition by the Contractor throughout the duration of dumping operations.

Care shall be taken to place the tower at a sufficient distance away from any reduction operations. If necessary, dumping operations may be temporarily suspended by the Public Works Director due to unsuitable conditions at the tower.

19.0 EQUIPMENT

All trucks and other equipment must be in compliance with all applicable federal, state, tribal, and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport, and permit the truck to be filled to capacity.

Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two-inch (2") by six-inch (6") boards or greater and not to extend more than two feet (2') above the metal bedsides. In order to ensure compliance, equipment will be inspected by authorized Town representatives prior to its use by the Contractor.

Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

Equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessive size equipment (100 CY and up) and non-rubber tired equipment must be approved for use on the road by the Public Works Director.

Hand-loaded vehicles are prohibited unless pre-authorized, in writing, by the Public Works Superintendent, following the event. All hand-loaded vehicles will receive an automatic 50% deduction for lack of compaction.

20. SAFETY

Contractor shall be solely responsible for providing and maintaining a safe work environment at all work sites. Contractor shall take all reasonable steps to ensure safety for both workers and visitors to the site(s) including traffic control. Contractor will also be solely responsible to ensure that all OSHA requirements are met and a safety officer is assigned to the project during the duration of this contract. All work shall be accomplished in a safe manner in accordance with EM 385-1-1.

Traffic Control: The Contractor shall be responsible for the control of pedestrian and vehicular traffic in the work area. The Contractor shall mitigate the impact on local traffic conditions to all extents possible. The Contractor is

responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction, and/or disposal site(s). All barricades, warning signs, lights, temporary signals, other protective devices, flagmen, and signaling devices used under the performance of this work shall conform to the minimum requirements as set out in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices.

Contractor shall provide qualified flagmen where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public.

Work Safety: The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training, and supervision as may be required by the Town of North Topsail Beach. The Contractor shall ensure that its subcontracts contain a similar safety provision.

The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor including maintaining all OSHA safety records and inspections as may be required for this type of service. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

The Contractor shall be responsible for installing site security measures and maintaining security for the operation at the site.

The Contractor shall be responsible for fire protection and shall manage the site to minimize the risk of fire.

21.0 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Contractor is responsible for all damage, injury, or loss to any property.

Contractor shall restore all disturbed areas to their original condition, including re-grading, use of ryegrass and permanent grass, and any other means determined by the Town to be necessary.

Contractor's failure to restore damage to public or private property to the satisfaction of the Town will result in the Town withholding money/payment owed to Contractor in an amount sufficient to make necessary repairs.

22.0 EXISTING UTILITIES

Some trees and debris which are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead utility lines. Contractor shall pay all such costs to the utility company for any adjustments for damages caused by Contractor.

Contractor shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all Town-owned water and sewer facilities shall be made by the Contractor.

The following is a list of utility owners believed to have facilities in the project area:

Onslow Town Water & Sewer Authority	(910) 455-0722
Jones-Onslow Electric Membership Corp.,	(910) 353-1940/(910) 355-1501
Pluris (sewer)	(888) 758-7471/(910)327-0349

This list is included for the Contractor's reference and is not intended to be a comprehensive list of all utility owners.

23.0 ENVIRONMENTAL PROTECTION

All chemicals of whatever nature used during project construction or furnished for project operation must show EPA or USDA approval certification. Their use and disposal of all residues shall be in strict compliance with instructions.

The Contractor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all applicable local, state, and Federal laws, regulations, and ordinances and the approval of the Town Manager. Contractor shall comply in a timely manner with all directions of the Town Manager regarding the use of a water truck or other approved dust abatement measures.

The Contractor shall comply with all applicable laws, rules, regulations, and Ordinances regarding environmental protection.

24.0 DOCUMENTATION AND MEASUREMENT

Prior to beginning any work, the Town, or its representative, shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the Town, or its representative, prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an authorized Town representative each time it returns to work from other contracts or communities.

Contractor is responsible for ensuring that all subcontractors maintain valid driver's licenses and equipment legally fit for travel on the road.

The Contractor shall designate one project manager. The project manager shall provide a telephone number to the Town with which he or she can be reached throughout the duration of the project.

"Load tickets" will be provided by the Town or its representative for recording volumes of debris removal.

Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.

Load tickets will be issued by an authorized representative of the Town at the loading site. The Town representative will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the four copies to the Town representative at the dumpsite. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the Town representative present at the dumpsite. The Town representative will validate, enter the estimated debris quantity, and sign the tickets. The Town will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the Contractor's records.

Recent technological advancements have allowed for electronic or automated documentation of debris removal. The use of an Automated Debris Management System (ADMS) is at the discretion of the Town and its authorized representatives. The successful proposer should be prepared to manage a debris removal operation that is documented using both paper-based and electronic systems.

The Contractor shall give written notice of the location for work scheduled 24 hours in advance.

25.0 PAYMENT

The Town, or its authorized agent, will monitor, verify, and document with load tickets the completion of all work, as defined in the scope. The Contractor will be provided with copies of this documentation. These documents will be used by the Contractor as a backup for invoice submittals. No approvals will be made for work not ticketed or not authorized by the Town in writing.

Invoices must be submitted to the Town with a hard copy of the invoice and an electronic copy of the invoice detail. The invoice detail must consist of a tabular report listing all information on each load ticket. Invoice detail submittals will be checked against Town records. Town records are the basis of all payment approvals.

A 10% retainage will be held until the end of the project. In order to recover the retainage, the Contractor must successfully complete, and receive a letter of completion from the Town, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the Town to repair damages caused by the Contractor to public or private property.

No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

Payment for disposal costs incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor. Contractor must submit a copy of the invoice received by the disposal facility, an electronic copy tabulating all scale or load tickets issued by the disposal facility, and proof of Contractor payment to the disposal facility.

Contractors must submit invoices regularly by the end of each month for services performed. Invoices cannot be turned in for more than a 30-day period. Contractor must submit the final invoice within thirty (30) days of completion of the scope of work. Completion of the scope of work will be acknowledged, in writing, by the Town Manager.

26.0 TOWN'S RIGHT TO CARRY OUT WORK

If the Contractor defaults or neglects to carry out the work in accordance with the contract documents and fails after receipt of written notice from the Town to commence and continue correction of such default or neglect with diligence and promptness, which, in any event, shall be no greater than 24 hours, the Town may, without prejudice to other remedies, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due to the Contractor the cost of correcting such deficiencies, including compensation for the Town's additional services and expenses made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Town

NON-COLLUSION AFFIDAVIT

Proposal Request No. 2022-001

State of North Carolina
County of Onslow

_____ (name of individual), being first duly sworn, deposes and says that:

1. He/She is the _____ (title) of _____ (company name), the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of North Topsail Beach or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Title

Date: _____

Seal
if
Corporation

This form must be notarized

SUBSCRIBED AND SWORN TO BEFORE ME,
This _____ day of _____, 2022

Notary Public _____

My Commission Expires: _____

PROPOSER'S BID CERTIFICATION FORM

To Whom It May Concern:

I have carefully examined the Request for Proposal and any other documents accompanying or making a part of this Request for Proposal.

I hereby propose to perform the following prices as specified in this Request for Proposal No. 2022-001 at the rates described on **SCHEDULE 1 – UNIT RATE PRICE SCHEDULE and SCHEDULE 2 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE.**

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm, or corporation submitting a proposal for the same product or service; no officer employee, or agent of the Town of North Topsail Beach or any other proposer is interested in the said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

It is distinctly understood that the Board of Town Commissioners reserves the right to reject any or all proposals.

Name of Firm

Federal Tax ID: _____

Authorized Signature

Phone: _____

Printed or Typed Name and Title

Fax: _____

Mailing Address

Email: _____

City/State/Zip Code

NOTARIZE

Subscribed and sworn to before me this _____ day
of _____, 2022

Notary Public _____

My Commission expires: _____

(SEAL, if Corporation)

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The Use of any Contractor that has been declared debarred by the office of Federal Contract Compliance Programs (OFCCP) is prohibited. Further, the use of Subcontractor(s) that has been declared debarred by OFCCP is prohibited. A complete list of federally disbarred contractors can be found at www.sam.gov. It is the sole responsibility of the Contractor to ensure that Subcontractor(s) are in good standing with the OFCCP and not on the disbarment list

The undersigned applicant certifies to the best of his or her knowledge and belief, that the applicant and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting the proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions.

Signature (Seal if Corporation)

Title

Date: _____

NOTARIZE

SUBSCRIBED AND SWORN TO BEFORE ME, This
_____ day of _____, 2022

NOTARY PUBLIC _____

My Commission Expires: _____

Schedule 1 – Unit Rate Price Sheet

RFP #2022-001 Disaster Debris Clearance and Removal Services

DO NOT INCLUDE TIPPING FEES IN UNIT COST

Tipping fees should not be included in the unit price on the proposal form; however, the successful contractor will submit invoices indicating the unit cost and the tipping fee. The successful contractor will be paid the unit cost and the actual tipping fee. Tipping fees will not be waived.

The estimated debris quantities below are based on a USACE debris model for a Cat 3 Storm for North Topsail Beach – Approximate Vegetative Debris generation of 17,460 CY and C&D generation of 40,730 CY. However, this does not imply a minimum or maximum award.

*For Services rendered after the initial 70 hour period The Town may NOT allow the usage for all methods listed below; however, pricing is requested in the event it is needed.				
Field Name and Description	Estimated Quantity (a)	Unit (b)	Unit Price (c)	Line Item Price (a) x (c)
0-15 Miles Veg from ROW to DMS <i>Vegetative collection and removal for a haul distance of up to 15 miles</i>	<u>17,460</u>	CY		
16-30 Miles Veg from ROW to DMS <i>Vegetative collection and removal for a haul distance up between 16 and 30 miles</i>	<u>17,460</u>	CY		
31-60 Miles Veg from ROW to DMS <i>Vegetative collection and removal for a haul distance between 31 and 30 miles</i>	<u>17,460</u>	CY		
60+ Miles Veg from ROW to DMS <i>Vegetative collection and removal for a haul distance greater than 60 miles</i>	<u>17,460</u>	CY		

*Estimated quantities (determined by the Town) are only to assist the Town in evaluating price proposals.

Management and Reduction	Grinding <i>Grinding/chipping vegetative debris</i>	<u>4,365</u>	CY		
	Air Curtain Burning <i>Air Curtain Burning vegetative debris</i>	<u>4,365</u>	CY		
	Open Burning <i>Open Burning vegetative debris</i>	<u>4,365</u>	CY		
	Debris Management Site Management <i>Preparation, management, and segregation at the debris management site</i>	<u>17,460</u>	CY		

Schedule 1 – Unit Rate Price Sheet - Continued

*For Services rendered after the initial 70 hour period The Town may NOT allow the usage for all methods listed below; however, pricing is requested in the event it is needed.					
Category	Field Name and Description	Estimated Quantity (a)	Unit (b)	Unit Price (c)	Line Item Price (a) x (c)
C & D Collect and Haul	0 – 15 Miles C&D from ROW to DMS <i>C&D collect and removal for a haul up to 15 miles</i>	<u>40,730</u>	CY		
	16 – 30 Mile C&D from ROW to DMS <i>C&D collect and removal for a haul distance between 16 and 30 miles</i>	<u>40,730</u>	CY		
	31 – 60 Miles C&D from ROW to DMS <i>C&D collect and removal for a haul distance between 31 and 60 miles</i>	<u>40,730</u>	CY		
	60+ Miles C&D from ROW to DMS <i>C&D collect and removal for a haul distance greater than 60 miles</i>	<u>40,730</u>	CY		

Final Disposal	0 – 15 Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 0 – 15 miles</i>	<u>40,730</u>	CY		
	16 - 30 Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 16 – 30 miles</i>	<u>40,730</u>	CY		
	31 - 60 Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 31 –60 miles</i>	<u>40,730</u>	CY		
	60+ Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 60+ miles</i>	<u>40,730</u>	CY		

Schedule 1 – Unit Rate Price Sheet – Continued

*For Services rendered after the initial 70 hour period The Town may NOT allow the usage for all methods listed below; however, pricing is requested in the event it is needed.					
Category	Field Name and Description	Estimated Quantity (a)	Unit (b)	Unit Price (c)	Line Item Price (a) x (c)
Specialty Removal	Waterway Debris Removal <i>Debris Removal from canals, rivers, creeks, streams, and ditches</i>	1	CY		
	Sand Collection and Screening <i>Pick up, screen, and return debris-laden sand/mud/dirt/rock</i>	1	CY		
	Vehicle Removal <i>Removal of an eligible vehicle</i>	1	UNIT		
	Vessel Removal (Land) <i>Removal of eligible vessel</i>	1	LF		
	Vessel Removal (Marine) <i>Removal of an eligible vessel from the waterway</i>	1	LF		
	Carcass Removal <i>Removal of debris that will decompose (animals and organic fleshy matter)</i>	1	POUND		
	ROW White Goods Removal <i>Pick up and haul of white goods to the disposal site</i>	1	UNIT		
	Freon Management <i>Freon management and recycling</i>	1	UNIT		
	Demolition of Private Structure (C&D)	125	CY		
	Demolition of Private Structure (RACM)	125	CY		
	Electronic Waste <i>Removal of electronic debris that contains hazardous materials, such as cathode ray tubes. Includes computers, monitors, and televisions.</i>	1	UNIT		
	Putrescent Removal <i>Removal of debris that will decompose or rot (animals and organic fleshy matter)</i>	1	POUND		
	Bio-waste <i>Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste).</i>	1	POUND		
	Household Hazardous Waste (HHW) <i>HHW removal and disposal</i>	1	POUND		

SCHEDULE 2 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

**** For services rendered during the first seventy (70) hours. The first seventy (70) hours of service under this contract shall be for emergency road clearance only. The hourly equipment rate provided below **shall include the cost of labor for the operator.**

Equipment Type	Hourly Equipment Rate
Bobcat Loader	
Bucket Truck w/Operator	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D5 or similar	
Dozer, Tracked, D6 or similar	
Dozer, Tracked, D7 or similar	
Dozer, Tracked, D8 or similar	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator and Lighting	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane (Adequate for hanging limbs/leaning trees)	
Pickup Truck, .5 Ton	
Truck, Flatbed	
Water Truck	
Wheel Loader, 2.5 CY, 950 or similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or similar	
Wheel Loader, 4.5 CY, 980 or similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	

Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw	
Laborer w/Chain Saw	
Laborer w/small tools, traffic control, flag person	