

May 14, 2018

**RE: Request for Proposals for Disaster Debris Monitoring Services; Greenville, North Carolina**

Dear Sir or Madam:

The City of Greenville, NC, is seeking proposals from qualified firms to provide **Disaster Debris Monitoring Services** within the City's jurisdiction. The City will use the selected contractor to provide these services in the event of a natural disaster in the City.

Interested firms are invited to submit proposals as outlined in the enclosed "Request for Proposals." Questions regarding the **Request for Proposals** should be directed to Mr. Ross Peterson, Building Facilities Coordinator, at [rpeterson@greenvillenc.gov](mailto:rpeterson@greenvillenc.gov).

Sincerely,

Kevin Mulligan, PE  
Director of Public Works

Enclosure

cc: Ross Peterson, Building Facilities Coordinator

**REQUEST FOR PROPOSALS (RFP)**

The City of Greenville, North Carolina, is seeking proposals from qualified firms interested in providing Disaster Debris Monitoring Services within the City's jurisdiction in the event of a natural disaster.

Interested firms are invited to submit proposals (in the required quantity and format) for providing **Disaster Debris Monitoring Services** for the City of Greenville by 4 pm, Thursday, May 31, 2018, to the following address:

ATTN: Mr. Ross Peterson  
Building Facilities Coordinator  
City of Greenville  
Public Works Dept.  
1500 Beatty Street  
Greenville, NC 27834

For questions or to obtain a complete version of the Request for Proposals, please contact Mr. Ross Peterson, Building Facilities Coordinator, at [rpeterson@greenvillenc.gov](mailto:rpeterson@greenvillenc.gov).



*Find yourself in good company*

REQUEST FOR PROPOSALS  
FOR  
DISASTER DEBRIS MONITORING SERVICES

For additional information:  
Ross Peterson, Building Facilities Coordinator  
Public Works Department  
1500 Beatty Street  
Greenville, NC 27834  
(252) 329-4921  
Email: [rpeterson@greenvillenc.gov](mailto:rpeterson@greenvillenc.gov)

# **REQUEST FOR PROPOSALS FOR DISASTER DEBRIS MONITORING SERVICES**

## **I. INTRODUCTION**

The City of Greenville is requesting proposals from a qualified firm to perform disaster debris monitoring services in the event a disaster would occur. As set forth by FEMA, each community should be prepared in advance for such an occurrence.

Acceptance by the City of Greenville of any submittal to this Request of Proposal for Disaster Debris Monitoring Services shall not constitute or warrant a contract. The City of Greenville is not responsible for the cost associated with preparing a proposal and/or participating in an interview.

All payments under the contract resulting from this Request for Proposal (RFP) shall be made only for services requested and approved by the City. No work effort will begin without written authorization (Notice to Proceed) from the City. No retainer shall be paid in order to keep the contract in effect.

## **II. GENERAL REQUIREMENT**

- A. Submit one (1) original **and** four (4) copies of the response to this Request for Proposals.
- B. Proposers are to include all applicable requested information and are encouraged to include any additional information they wish to have considered.

## **III. SCOPE**

City of Greenville, hereinafter called “City”, in order to deal with a major storm, disaster, or other event will receive professional service proposals for a pre-event contract for Disaster Debris Monitoring Services. The City seeks proposals from qualified contractors with extensive experience in disaster and debris removal monitoring services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster.

Proposers shall include in their proposal any other typical costs or items they may be aware of, which is not included in this Request for Proposals but may be necessary during a disaster removal monitoring operation.

Proposers should be as self sufficient as possible. Restaurants and lodging establishments are limited. Fueling stations are also of limited number and may be affected by storms creating the need for a contract under this RFP. Electrical outages in portions of the City following substantial event could exceed seven (7) days.

The City intends to have a committee evaluation process which may include interviewing 2-3 potential contractors.

#### IV. EVALUATION CRITERIA

The following criteria will be the basis on which contractors will be selected for further consideration:

**Submittal:**

**Weight in Evaluation**

**References and Experience:**

**25%**

A narrative describing experience and qualifications in similar contracting situations with supporting data to include jobs completed and references complete with contact information. A list of all current contracts and a list of all disaster debris monitoring services experience (Work History) in the state of North Carolina for the past ten years. Please include customer contact information. You may include limited out of state information.

**Technical Approach:**

**30%**

A narrative describing your firm's approach to the specified work activities and provide a narrative of the project work plans (Pre-event planning, field operations, communications, work site safety, etc.) that will be developed for the project. Demonstrate understanding of FEMA and FHWA program monitoring and documentation requirements.

**Personnel/Equipment:**

**25%**

Proposal of how your firm will ensure sufficient personnel and equipment dedicated to disaster debris monitoring services to meet various levels of need depending on the level of disaster and amount of debris. Please do not list rented equipment or equipment owned by others (including subcontractors). If leased equipment is listed, please provide a copy of the lease contract as proof of availability. Provide organizational chart and summary of key project staff qualifications, and experience with similar projects.

**Reasonableness of Price:**

**20%**

Complete Fee Schedule attached

Proposals shall include the information listed above, specific acknowledgements, and comments on the notes and provisions on standard 8 ½ x 11 size pages.

Proposer shall submit one (1) original **and** four (4) copies of their response to this RFP in a sealed carton clearly marked "City of Greenville-Disaster Debris Monitoring Services RFP".

Questions will be accepted by e-mail about this RFP until Monday, May 21, 2018 no later than 5 p.m. to Ross Peterson, Building Facilities Coordinator (rpeterson@greenvillenc.gov.) No questions will be accepted after this time. Responses to questions and any addenda will be posted on the City Purchasing Site by Thursday, May 24, 2018 at 5 p.m. Any addenda and clarifications will be issued prior to 5 p.m. Thursday, May 24, 2018.

**All submittals shall be received by the City no later than 4 p.m. on Thursday, May 31, 2018.** All proposals shall be submitted to the City of Greenville Public Works Department, 1500 Beatty Street, Greenville, NC 27834. Any responses not received by the appointed date and correct location will be rejected. Proposals faxed or e-mailed will be rejected.

Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

## **V. SAMPLE PRE-EVENT AGREEMENT FOR DISASTER DEBRIS MONITORING SERVICES**

### **A. SCOPE**

The Contractor is to perform the work as defined in the Request for Proposals and amendments, if any. The Request for Proposals is hereby incorporated by reference herein and made a part thereof as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the work.

### **B. ORDER OF PRECEDENCE**

For the resolution and interpretation of any inconsistencies in this Agreement and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given the following order:

1. This Agreement with any Attachments, including Addendum(s) and Amendment(s) hereto;
2. If applicable, negotiated Amendments or clarification to the Contractor's Proposal which have been incorporated by reference to the final Agreement;
3. City Request for Proposal; and
4. Contractor's Proposal

### **C. TERM OF AGREEMENT**

The period of this Agreement shall be for twenty-four (24) months beginning approximately July 1, 2018, and ending on approximately June 30, 2020. This Agreement shall be extended for an additional one (1) year period unless either the City or the Contractor notifies the other in writing no less than ninety (90) days prior to the end date of this Agreement or subsequent term of this Agreement that this Agreement will not be extended beyond the end date of this Agreement or subsequent term of this agreement.

## **VI. COMPENSATION**

The Contractor agrees to provide services and materials as specified in its proposal to the City at the cost specified in said proposal and amendments, if any. The proposal and any amendments thereto incorporated by reference herein and made a part hereof as if fully herein set forth.

## VII. PAYMENT

All invoices must be submitted by the 10<sup>th</sup> of each month for work completed during the previous month. Upon receipt by the City, the invoices are payable within THIRTY (30) days from receipt, provided they have first been approved by the City and the City has accepted the work. However, payment may be delayed up to NINETY (90) days due to the State and FEMA reporting and reimbursement processes, when applicable.

All invoices shall be directed to:

Department of Public Works  
ATTN: Ross Peterson, Building Facilities Coordinator  
City of Greenville  
1500 Beatty Street  
Greenville, NC 27834

## VIII. GENERAL TERMS AND CONDITIONS

### A. Termination:

The City may terminate this Agreement at any time upon any of the following grounds:

1. Failure by the City to appropriate funds in the budget to pay the Contractor for the requested services.
2. The Contractor fails to perform any of the services required in this Agreement.
3. For the convenience of the City, in the City's discretion for any reason whatsoever. In the event that this Agreement is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If this Agreement is terminated for convenience or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor's sole and exclusive remedy is to be compensated for services rendered up to the date of termination.
4. Force majeure

Upon expiration of the two-year term of this Agreement or subsequent term of this Agreement, this Agreement is terminated, if not extended, in accordance with the terms and conditions of this Agreement.

### B. Performance Requirements and Services:

Disaster Debris Monitoring Services could potentially include but are not limited to:

1. The services to be provided by the Contractor for the City include those which are necessary for monitoring the removal of excess green waste and/or bulk refuse by a Debris Management and Removal Contractor from City streets, right-of-ways, public parks and public places, including, but not limited to, personal/private property and debris placed on or in these public sites as approved by the City to be removed by the Disaster Debris Monitoring Contractor. Additionally, the Contractor will monitor operations of the City Temporary Debris Staging and reduction sites and/or existing permitted disposal sites. The City of Greenville does have a Memorandum of Agreement to remove vegetative debris from North Carolina Department of Transportation (NCDOT) roads if the agreement is activated after a disaster.
2. Debris Removal to be monitored by the Contractor will be designated by a City official, inspector, or other personnel approved by the City.

3. The method(s) utilized for monitoring debris removal under this Agreement are to be determined by the Contractor and approved by the City. The work to be performed under this Agreement shall consist of the Contractor monitoring the clearing and removal of any and all eligible debris for the City by a process including the following responsibilities and duties:
  - A. Accurately measure and certify all truck capacities (recertify on a regular basis throughout the project)
  - B. Provide trained debris monitoring personnel to properly and accurately complete and physically control load tickets (in tower and all field sites). (Note: Optional cost of debris monitoring contractor providing Electronic automated Debris Data collection instead of paper load tickets is requested on Fee Schedule)
  - C. Ensure that trucks are accurately credited for their load
  - D. Ensure that trucks are not artificially loaded
  - E. Report if improper equipment is mobilized and used
  - F. Report Debris Management and Removal Contractor issues to the City Director of Public Works or designee that requires action (i.e. safety concerns, contractor non-compliance, damages to property, etc.)
  - G. Ensure only eligible debris is loaded by the debris contractor and ensuring debris removal contractor is not commingling debris categories as the trucks are loaded.
  - H. Ensure trucks are properly unloaded at the landfill or disposal site
    - I. Ensure hazardous waste is not loaded by debris contractor
    - J. Validate hazardous trees, including hangers, and stumps
  - K. Monitor and maintain Federal or State required data for removal of hazardous trees, hangers, and stumps as directed by the Director of Public Works or designee
  - L. Ensure contractor completes assigned route area prior to moving to other route areas without direction from the City
  - M. Maintain required photo, GIS, and GPS documentation of contractor debris removal trucks and activities. Specific examples of photo and GPS documentation are the required FEMA documentation for hazardous stump removal/tree removal /tree hanger removal, contractor property damage, and/or other assigned, special, or unusual occurrences in the field.
  - N. Document and report activities to the City which may require remediation such as fuel spills, hazardous materials collection locations, and other similar environmental concerns
  - O. Document and report to the City damages which occur on public or private property as a result of the debris removal operations
  - P. Coordinate daily briefings, work progress reports, staffing, and other key items with the City and Debris Management and Removal Contractor
  - Q. Assist the City in responding to public concerns or comments
  - R. Entering load tickets into a monitoring contractor provided database application
  - S. Digitization of source documentation (i.e. Load Tickets)
  - T. Comprehensive review, reconciliation, and validation of debris removal contractors invoices prior to submission to City for processing.
  - U. Project Worksheet support documentation and other pertinent report preparation required for reimbursement by FEMA, FHWA, and any other applicable agency for disaster recovery efforts by City staff, and designated debris removal contractors.
  - V. Final report and appeal preparation and assistance



4. The Contractor shall perform work so as not to interfere with the normal operations of the City, State, or Federal functions and/or violate existing regulations of these or other regulatory agencies.
5. The Contractor will be expected to provide all personnel, equipment, temporary office space, forms, record keeping materials, personal protective equipment, communication equipment, supplies and other resources necessary to carry out the specified services and to provide ongoing and periodic reports to the City for its use in providing documentation to State and Federal officials pursuant to Federal reimbursement of eligible recovery costs.
6. The Contractor must be fully cognizant of all pertinent Federal and State of North Carolina requirements and procedures and be prepared to assist the City staff in compiling and managing information and data necessary for those purposes.
7. The Contractor will be responsible for coordinating operations in such a manner as to least interfere with the work of the Debris Management and Removal Contractor or other recovery operation forces. Such coordination shall be effected through communications with the Director of Public Works or designee. To the extent authorized by the Director of Public Works, the Contractor shall coordinate monitoring operations directly with the Debris Management and Removal Contractor when necessary to achieve effective and efficient integration of forces.
8. The Contractor must not have been prohibited or debarred from doing business with any governmental entity for any reason. Provide a statement of assurances and compliance.
9. The Contractor must provide appropriate training of monitors that is required by Federal or State agencies for safety or for full reimbursement of funds expended for disaster recovery.
10. The Contractor must not have any conflict of interest with the City Debris Management and Removal Contractor.

C. Indemnification and Insurance:

1. Indemnity

Contractor shall indemnify, defend, hold harmless and reimburse the City, its agents and employees from and against any and all losses, liabilities, expenses, and all claims for damage of any nature whatsoever relating to or arising out of any action or failure to act by respondent, its subcontractors, officer, agents, and employees of any of the obligations under this Agreement. Losses, liabilities, expenses, and claims for damages shall include, but are not limited to, civil and criminal fines and penalties, loss of use and/or services, bodily injury, death, personal injury, or damage to real or personal property, defense costs, legal fees, and costs and attorney's fees for any appeal.

Contractor will promptly notify the City of any Civil or Criminal Actions filed against the Contractor or of any notice of violation from any Federal or State Agency or of any claim as soon as practical as relates to the services provided. The City, upon receipt of such notice, shall have the right, at its election, to defend any and all actions or suits or join in defense.

## 2. Insurance Requirements

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

- a) An Owner's and Contractors Protective Liability Policy issued in the name of the City in an amount of no less than \$2,000,000.00 per occurrence limit for bodily injury, personal injury, and property damage with an aggregate liability not less than \$2,000,000.00. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy);
- b) A separate General Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in an amount not less than \$1,000,000.00 per occurrence and property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy); and
- c) An Excess Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in the amount not less than \$10,000,000.00 for bodily injury, personal injury, property damage, and products completed operations.
- d) Workers' Compensation Coverage  
Full and complete Workers' Compensation Coverage, as required by the State of North Carolina, shall be required.
- e) Insurance Certificates  
The Contractor shall provide the City with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City. Said Commercial General Liability policy shall provide that the City be an additional named insured.
- f) The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.
- g) All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of North Carolina.

### D. Correction of Work:

The Contractor shall promptly correct all work rejected by the City as failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected work. Rejected work shall consist of that work which is deemed ineligible by the City's representative.

### E. Right to Audit Records:

The City, State, and/or FEMA shall be entitled to audit the books and records of the Contractor or of any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement.

### F. Time is of the Essence:

The parties agree that time is of the essence in the completion of the work called for under this Agreement.

The Contractor agrees that all work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

## **IX. MINORITY AND/OR WOMAN BUSINESS ENTERPRISE (M/WBE) PROGRAM**

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

**The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal** for the participation of M/WBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible.

Questions regarding the City's M/WBE Program should be directed to the M/WBE Office at (252) 329-4462.

## **X. SPECIAL PROVISIONS**

- A. The Contractor must have a representative present in the City's office or Emergency Operations Center within thirty-six (36) hours of Notification to Proceed and be able to mobilize required equipment and personnel to the designated location within forty-eight (48) hours of Notice to Proceed. If necessary, the Contractor may need to pre-stage in the region if there is sufficient indication of a likely event.
- B. The Contractor shall utilize or sub-contract with local contractors to perform the monitoring work to the greatest extent possible when needed to supplement Contractors' employees.
- C. The Contractor shall provide all necessary security and oversight for all operations.
- D. The Contractor shall provide sufficient traffic control and warning devices for conducting the monitoring contractor's work on streets and highways when outside of the Debris Removal Contractor's work zone.
- E. The anticipated Contractor work hours are sun up to sun down seven days per week unless otherwise approved by the City.
- F. The Contractor shall operate within the requirements of the Occupational Safety and Health Act, and all other applicable federal and state laws, rules, and regulations.
- G. The City will identify one or more Temporary Debris Storage Sites if required. All site work on these sites must be approved by the City. The Contractor will monitor loads entering these facilities.
- H. The Disaster Debris Monitoring Contractor shall be responsible for reporting to the City and cleaning up all spills caused by the Disaster Debris Monitoring contractor's operation. Spills shall be reported to the City Public Works Department immediately following discovery.

**XI. MISCELLANEOUS PROVISIONS**

- A. Assignment of this Agreement shall not be made without advance written consent of the City.
- B. The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of Work under this Agreement.
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City or his designee.
- D. The Contractor is to procure all permits, licenses, and certificates, or any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this Agreement.
- E. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of North Carolina and the ordinances of the City of Greenville.
- F. Any litigation arising out of this Agreement shall be heard in Pitt County.
- G. The undersigned hereby certifies that this Agreement is made without prior understanding, agreement, or connection with any corporation, firm, or person who submitted bids for the Work covered by this Agreement and is in all respects fair and with collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.
- H. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- I. Contractor shall provide City with a Payment and Performance Bond based on the estimated amount of the contract upon activation of the agreement. Failure to provide the bond(s) will result in this agreement being null and void.
- J. Unless otherwise stated, all official correspondence and contact shall be addressed to:

For the City:

Public Works Department  
Attention: Ross Peterson  
Building Facilities Coordinator  
1500 Beatty Street  
Greenville, NC 27834

For the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
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## **XII. SPECIAL FEDERAL PROVISIONS CLAUSES FOR PROFESSIONAL SERVICES/A&E**

### **Opportunity to Cure (General Provision)<sup>1</sup>**

The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

### **Termination for Convenience (General Provision)<sup>2</sup>**

The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

### **Termination for Default [Breach or Cause] (General Provision)<sup>3</sup>**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default.

Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

### **Equal Opportunity**

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading,

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<sup>1</sup> For contracts more than \$150,000

<sup>2</sup> For contracts more than \$10,000

<sup>3</sup> For contracts more than \$10,000

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.

(2) 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 considerations for employment without regard to race, color, religion, sex, or national origin.

(3) 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, 3 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) 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.

(5) 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.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract 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. (7) 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 subcontract or 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.”

### **Copeland “Anti-Kickback” Act**

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. 5

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

### **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 therefor 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 a territory, to such District or to 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 paragraph (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.”

### **Clean Air Act and the Federal Water Pollution Control Act<sup>4</sup>**

#### 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.

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<sup>4</sup> For contracts more than \$150,000

(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 \$100,000 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 \$100,000 financed in whole or in part with Federal assistance provided by FEMA.”

#### **Debarment and Suspension**<sup>5</sup>

(1) This contract 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 2 C.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 the City of Greenville. 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 the City of Greenville, 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 2 C.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.”

#### **Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]**

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<sup>5</sup> For contracts \$25,000 or more



Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." 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 the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

*The remainder of the page left intentionally blank*

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to

A civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

### **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. Sect. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2)The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

### **Clean Water**

(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. Sect. 1251 et seq. The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2)The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **Fly America**

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

### **Cargo Preference**

Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

### **Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

### **ADA Access**

The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

### **Procurement of Recovered Materials**

(1) In the performance of this contract, 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 contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

(2) Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>

### **Change Orders**

Per FEMA guidelines, all changes allowed under this contract must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

### **Access to Records**

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City of Greenville, 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 contract 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 contract.

### **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 preapproval.

### **Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor 14 will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**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 contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written above

**CITY OF GREENVILLE**

**CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Mayor \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Emanuel McGirt, City Attorney

**PRE-AUDIT CERTIFICATION:**

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

BY: \_\_\_\_\_  
Byron Hayes, Director of Financial Services

Account Number \_\_\_\_\_

Project Code (if applicable) \_\_\_\_\_

## **GENERAL INFORMATION AND INSTRUCTIONS**

### **A. Procurement Process**

The RFP is not a bid. The City is not obligated to enter into contract on the basis of any proposal submitted in response to this request. The City reserves the right, in its sole discretion, to reject all submissions, reissue subsequent RFP, terminate, restructure or amend this procurement process at anytime. The City may contact any or all proposers after receiving their proposal to seek clarification or to schedule presentations by the proposer. The final selection and contract negotiation rests solely with the City.

### **B. The City will rank all responses and may at its discretion request presentations from any or all vendors as needed. No interpretation shall be binding unless in writing from the City of Greenville.**

### **C. The City, at its discretion, may hold a pre-submittal meeting at a site and date, location and time to be determined.**

### **D. Rejection of Proposals**

Any proposals that do not conform to the essential requirements of the RFP shall be rejected. The City reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The City reserves the right to reject any or all proposals and waive minor irregularities in the evaluation procedures. The City reserves the right to negotiate modifications to proposals that it deems acceptable.

<b><u>FEE SCHEDULE</u></b>		
1.	Fixed Site Debris Monitors	\$ Per hour
2.	Field Debris Monitors-	\$ Per hour
3.	Hazard Tree, Stump, or Tree Limb Hanger Removal Monitor	\$ Per hour
4.	Data Manager/Reporting Supervisor	\$ Per hour
5.	GIS Analyst/Mapping Coordinator	\$ Per hour
6.	Training and Assistance - Sessions shall be for all key City personnel, Monitoring Contractor personnel, and assistance in all disaster debris recovery monitoring efforts as requested	Price Included
7.	Project Manager	\$ Per Hour
8.	Emergency Operations Manager	\$ Per Hour
9.	Field Supervisor	\$ Per Hour
10.	Clerical Staff/Data Entry Clerk	\$ Per Hour
11.	Environmental Specialist	\$ Per Hour
12.	Temporary Storage of Documents - The CONTRACTOR shall provide storage of daily or disaster-related documents and reports for protection during the disaster event	Price Included
13.	Reporting and Documentation - The CONTRACTOR shall provide and submit to the City all reports and documents as may be necessary to <u>adequately</u> document the <u>Debris Recovery Monitoring Services</u> in accordance with FEMA/NC requirements.	Price Included
14.	Additional Cost for providing an Automated Debris Data Collection system if used instead of paper load tickets	

**The prices shown above are all-inclusive of overhead, administrative costs, per diem costs, transportation costs, and all other direct or indirect costs or charges. Proposer may include other positions, with hourly rates, as recommended or needed.**