

May 14, 2018

RE: Request for Proposals for Disaster Management and Removal Services: Greenville, NC

Dear Sir or Madam:

The City of Greenville, NC, is seeking proposals from qualified interested firms to provide **Debris Management and Removal 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 by calling Mr. Ross Peterson, Building Facilities Coordinator, by e-mail at 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 Debris Management and Removal 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 **Debris Management and Removal Services** for the City of Greenville by 2 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.



Find yourself in good company

REQUEST FOR PROPOSAL

FOR

DEBRIS MANAGEMENT AND REMOVAL SERVICES

For additional information:

Ross Peterson, Building Facilities Coordinator

1500 Beatty Street

Greenville, NC 27834

(252) 329-4921

Email: rpeterson@greenvillenc.gov

REQUEST FOR PROPOSALS FOR DEBRIS MANAGEMENT AND REMOVAL SERVICES

I. INTRODUCTION

The City of Greenville is requesting proposals from experienced disaster management and emergency firms for a Debris Management and Removal Services in the event a disaster would occur. As set forth by FEMA, each community should be prepared in advanced for such an occurrence.

Acceptance by the City of Greenville of any submittal to this Request of Proposal for Debris Management and Removal Service 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 Debris Management and Removal Services. The City will accept proposals from qualified contractors with experience in disaster and debris removal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster.

Proposers should thoroughly review the City’s geography prior to submitting their proposals. There are no landfills available for use in the City of Greenville. The City will utilize Pitt County’s inert landfill located on Highway 33 owned by E.R. Lewis Construction Co., Inc. or Pitt County Transfer Station unless otherwise directed. In the event of a disaster, the City of Greenville will encourage recycling materials as a best practice.

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 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

<u>Submittal:</u>	<u>Weight in Evaluation</u>
Experience: A narrative describing experience and qualifications in similar contracting situations, with supporting data to include jobs completed and references complete with contact information.	20%
Technical Capabilities: A narrative describing your firm's approach to planning City staff training, City staff augmentation, project management, technical support for reimbursement procedures, and assistance in developing public information regarding efforts.	20%
Equipment: A listing of equipment owned by your firm and dedicated to debris removal and recovery services. Please do not list rented or leased equipment or equipment owned by others (including subcontractors). If rented or leased equipment is listed, please provide a copy of the lease contract as proof of availability.	20%
Reasonableness of Price: Completed Fee Schedule attached.	20%
References: A list of all current contracts and also debris management 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.	20%

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

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 will be posted on the City Purchasing Website 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.

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-Debris Management RFP”.

All submittals shall be received by the City no later than 2:00P.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.

V. SAMPLE PRE-EVENT AGREEMENT FOR DEBRIS REMOVAL AND REMOVAL SERVICES

A. SCOPE

The Contractor is to perform the work as defined in the Request for Proposal and amendments, if any. The Request for Proposal 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
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 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 that this Agreement will not be extended beyond the end date 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 received by the City 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 calculated on a per diem basis using a 365-day calendar year.
4. Force majeure

Upon expiration of the two year term of this Agreement or subsequent term of this Agreement, this Agreement is terminated unless extended in accordance with the terms and conditions of this Agreement.

B. Performance Requirements and Services

1. The services to be provided by the Contractor for the City include those which are necessary for the removal of excess green waste and/or bulk refuse 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 Contractor.

2. Debris to be removed by the Contractor will be designated by a City official, inspector or other personnel approved by the City.
3. The method(s) utilized for debris removal under this Agreement are to be determined by the Contractor and approved by the City. The Contractor shall be entitled to employ heavy equipment, trucks, loaders, saws, and personnel necessary to accomplish the objective of the City. The work to be performed under this Agreement shall consist of the Contractor clearing and removing any and all eligible debris for the City by a process including: 1) examination of debris to be hauled; 2) cutting, clearing, stacking, sorting, or moving debris to facilitate loading; 3) loading and hauling debris to location(s) approved by the City. The City may instruct the Contractor to grind or recycle the City's excess green waste materials.
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.

C. Indemnification and Insurance

1. Indemnity

Contractor shall agree to 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 agree to 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 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. Emergency road clearing on highway right-of-ways (ROW) shall be performed on a time and material basis only as authorized by the City and up to seventy (70) hours or other limits allowed by Federal requirement as applicable. However, experience has shown the First Responders completed the initial cut through. Work conducted on the ROW shall be limited to the point where fallen vegetation and other debris enter the ROW. No equipment or personnel may operate beyond the ROW unless specifically approved by the City.
- C. Contractors shall utilize or sub-contract with local contractors to perform the work to the greatest extent possible.
- D. The Contractor shall provide one day of Debris Management training per year to the City staff during the month of April, as arranged by the Public Works Department. The Contractor shall also assist the City with updates and improvements to the City's Debris Management Plan annually to ensure full compliance with current FEMA regulations.
- E. The Contractor shall provide all necessary security and oversight for all operations.

- F. The Contractor shall provide sufficient traffic control and warning devices for conducting work on streets and highways.
- G. The anticipated Contractor work hours are sun up to sun down, seven days per week unless otherwise approved by the City.
- H. The Contractor shall hire and supervise any needed hazardous materials specialists and handle the disposal of all hazardous substances in accordance with all laws and regulations.
- I. 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.
- J. The City shall accept the serialized copy of the Contractor's debris load ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The ticketing system will also be used in the event of additional debris transfer station(s). These tickets shall be used as the basis of electronic generated billing and/or report(s). They should include the following: (load tickets shall be turned in weekly)

Date

Preprinted Number

Hauler's Name

Truck Number

Truck capacity in cubic yards

Load percentage full, as assigned by Debris Monitors

Load amount in billable cubic yards

Debris classification as burnable, non-burnable, mixed other

Point of origin for debris collected and time loaded

Dumpsite location and time dumped

- K. The City will identify one or more Temporary Debris Storage Sites. All site work on these sites must be approved by the City. The Contractor will prepare a site management plan in advance for these sites to include:
 - Access to site
 - Site management, to include point-of-contact, organizational chart, etc.
 - Site preparation, clearing, erosion control, and grading
 - Traffic control procedures
 - Site safety
 - Site security
 - Site layout/Segregation of debris
 - Hazardous waste material plan
 - Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower (if required)
 - Location of incineration operations, grinding operation (if required). Note: All incineration and grinding operations shall be in accordance with

Appendix H, Public Assistance Debris Management guide, FEMA 325 dated April 1999 or latest edition, and with North Carolina Division of Solid Waste and Air Quality Control.

- Location of existing structures or sensitive areas requiring protection
 - Environmental mitigation plan, including consideration for smoke, dust, noise, traffic, buffer zones, storm water runoff
 - All necessary licenses, permits, and fees for the same are the responsibility of the Contractor.
- L. The Contractor may be requested to construct an inspection tower at each debris storage site as required by the City. The tower shall be constructed using pressure treated wood or metal scaffolding. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' x 8', constructed of 2" x 8" joists, 16" O.C. with ¾" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and ½" plywood shall protect the perimeter of the floor area. The floor area shall be covered by a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Tower shall be built in accordance with North Carolina Building Code requirements. This tower will be utilized by the City of Greenville or a private load monitoring company.
- M. The Contractor shall be responsible for reporting to the City and cleaning up all spills caused by the Contractor's operation at no additional cost to the City or any other governmental entity. Immediate containment action shall be taken as necessary to minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state, and local laws and regulations.

Spills shall be reported to the City Public Works Department immediately following discovery. A written follow-up shall be submitted to the City Manager within seven (7) days after the initial report. The written report shall be in narrative form and as a minimum shall include the following:

- Description of the material spilled
- Determination as to whether or not the amount spilled is EPA/state reportable
- When and whom it was reported
- Exact time and location of spill
- Receiving streams or waters
- Cause of incident and equipment and personnel involved
- Injuries or property damage
- Duration of discharge
- Containment procedures initiated
- Summary of all communication the Contractor had in regards to the spill
- Description of spill and cleanup procedures

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 without 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 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

XII. SPECIAL PROVISIONS FEDERAL CLAUSES FOR PROFESSIONAL SERVICES/A&E

Opportunity to Cure (General Provision)¹

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)²

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)³

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 For contracts more than \$150,000

² For contracts more than \$10,000

³ For contracts more than \$10,000

(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, 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 Act⁴

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 \$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 Suspension⁵

(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).

⁴ For contracts more than \$150,000

⁵ For contracts \$25,000 or more

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.]

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.

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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

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 will comply with 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) _____

XIII. 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 as subsequent RFP, terminate, restructure or amend this procurement process at any time. The City may contact any or all proposer's 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.

FEE SCHEDULE

1.	Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS)	
	Mileage Radius 0-15 Miles	\$ /cu. yd.
	16-30 Miles	\$ /cu. yd.
	31-60 Miles	\$ /cu. yd.
	61-90 Miles	\$ /cu. yd.
	91-120 Miles	\$ /cu. yd.
2.	Construction and Demolition debris hauled to and dumped at a City approved disposal site or landfill	
	Mileage Radius 0-20 Miles	\$ /cu. yd.
	21-40 Miles	\$ /cu. yd.
	41-70 Miles	\$ /cu. yd.
	71-100 Miles	\$ /cu. yd.
	101-140 Miles	\$ /cu. yd.
3.	Validated load hauled tickets from the TDSRS for final processed vegetative debris at a City approved recycling facility.	
	Mileage Radius 0-20 Miles	\$ /cu. yd.
	21-40 Miles	\$ /cu. yd.
	41-70 Miles	\$ /cu. yd.
	71-100 Miles	\$ /cu. yd.
	101-140 Miles	\$ /cu. yd.
4.	Tipping fees/disposal costs for Green Waste shall be paid by the CONTRACTOR and actual incurred cost shall be invoiced to the City for reimbursement	
5.	Management, Processing and Loading of all eligible debris and/or residue at the TDSRS including locating, leasing (if required), preparing and layout of site, management, maintenance, and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris (chipping or grinding or burning as directed by the City); furnishing materials, supplies, labor, tools, and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, hazardous/toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS	\$ /cu. yd.
6.	Pick up and dispose of hazardous materials	\$ /lb.
7.	Dead Animal Collection, Transportation & Disposal	\$ /lb.
	<u>Hazard trees</u> - Trees will be evaluated by the City and be designated to be	

8.	cut down and hauled to the TDSRS for reduction. Trees will be measured 3' above the ground	
	6"-12" Diameter	\$ /tree
	13"-24" Diameter	\$ /tree
	25"-48" Diameter	\$ /tree
	>48" Diameter	\$ /tree
9.	Stumps up to 24" in diameter (requires City approval)	\$ /ea
	Stumps over 24" in diameter (requires City approval)	\$ /ea.
10.	<u>Hangers</u> - Hangers will be considered any hanging/damaged remaining in the tree(s) above the ROW of 2" or greater diameter. The Contractor, at the direction of the City, will remove hangers for a unit price per hanger	
	2"-4" Hanger	\$ /hanger
	5"-12" Hanger	\$ /hanger
	>12" Hanger	\$ /hanger
11.	<u>Private Property Demolition and Debris Removal</u> - The CONTRACTOR shall operate beyond the public Right-of Way (ROW) only as identified and directed by the City. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to the public health and safety of the community and shall include but is not limited to, the demolition of structures and the removal and relocation of the debris to the public ROW	\$ per sq. ft.
12.	Tipping fees/disposal for C&D debris shall be paid by the City	
13.	<u>Fallen Trees</u> - The CONTRACTOR shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris will be placed on the ROW for collection as addressed under item #1. (a.)	Price Included
14.	<u>Fill Dirt</u> - As identified and directed by the City, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety.	\$ /cu. yd.
15.	<u>White Goods</u> - The CONTRACTOR shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations, and laws	\$ /unit
16.	<u>Freon Recovery</u> - The CONTRACTOR SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state, and local rules, regulations, and laws	\$
17.	<u>Training and Assistance</u> - Sessions shall be for all key City personnel and assistance in all disaster debris recovery planning efforts as requested	Price Included

18.	<u>Preliminary Damage Assessment</u> - Determining the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, distinguishing between pre-disaster damage and disaster - generated damage, documenting eligible costs and describing the physical and financial impact of the disaster	Price Included
19.	<u>Mobilization and Demobilization</u> - All arrangements necessary to mobilize and demobilize the CONTRACTOR'S labor force and machinery needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR	Price Included
20.	<u>Management Fee for Landfill Site Disposal Operation-</u> All arrangements and equipment necessary to mobilize, manage, and demobilize monitoring operations at an existing permitted disposal site as required	\$ cu./yd.
21.	<u>Temporary Storage of Documents</u> - The CONTRACTOR shall provide storage of daily or disaster-related documents and reports for protection during the disaster event	Price Included
22.	<u>Debris Planning Efforts</u> - The CONTRACTOR shall assist in all disaster debris recovery planning efforts as requested by the City. These planning efforts shall include, but are not limited to, development of a <i>debris management</i> plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance <u>following</u> a disaster event.	Price Included
23.	<u>Closure and Remediation of the TDSRS</u> - The CONTRACTOR shall remove all CONTRACTOR equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved final disposition site. The CONTRACTOR is responsible for the reclamation and remediation of the TDSRS site to its original state prior to use by the CONTRACTOR.	Price Included
24.	<u>Reporting and Documentation</u> - 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 Services</u> in accordance with FEMA/NC requirements.	Price Included

HOURLY FEE SCHEDULE

All equipment rates below include operator fuel, and maintenance costs

Personnel/Equipment	Hourly Rate
30 Ton Crane	\$
Stump Grinder	\$
50' Bucket Truck	\$
Track-Hoes John Deere 690 Equivalent	\$
John Deere 544 or Equivalent	\$
Service Trucks	\$
Tractor with Box Blade	\$
5-14 Cubic Yard Dump Truck	\$
15-24 Cubic Yard Dump Truck	\$
25-34 Cubic Yard Dump Truck	\$
35-44 Cubic Yard Dump Truck	\$
45-54 Cubic Yard Dump Truck	\$
55-64 Cubic Yard Dump Truck	\$
65-74 Cubic Yard Dump Truck	\$
75+ Cubic Yard Dump Truck	\$
850 HP or Equivalent Tree Grinder	\$
Water Truck (2000 gal.)	\$
Rubber Tire Backhoe	\$
Motor Grader	\$
Climber with Gear	\$
Superintendent with Truck	\$
Foreman with Truck	\$
Operator with Chainsaw	\$
Traffic Control Personnel	\$
Laborer	\$

Personnel/Equipment	Hourly Rate
Field Project Foreman	\$
Administrative Assistant	\$
Clerical	\$
Pickup Truck	\$
Pickup Truck, Extended Cab	\$
Pickup Truck 4x4	\$
Pickup Truck 1 Ton	\$
Mechanized Broom	\$
Trackhoe, 490 or Equivalent	\$
Bulldozer, D4 or Equivalent	\$
12 Ton Lowboy	\$
50 Ton Lowboy	\$
Skidsteer	\$
Rubber Tire Excavator	\$
Other (please specify)	\$

