

April 8, 2015

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. Mike Watson, Building Facilities Coordinator, at (252) 329-4921 or by e-mail at mwatson@greenvillenc.gov.

Sincerely,

Kevin Mulligan, PE
Director of Public Works

Enclosure

cc: Kenneth Jackson, Operations Manager
Mike Watson, 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, Tuesday, May 5, 2015, to the following address:

ATTN: Mr. Mike Watson
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. Mike Watson, Building Facilities Coordinator, at (252) 329-4921.



REQUEST FOR PROPOSALS
FOR
DISASTER DEBRIS MONITORING SERVICES

For additional information:
Mike Watson, Building Facilities Coordinator
Public Works Department
1500 Beatty Street
Greenville, NC 27834
(252) 329-4921
Email: mwatson@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:

<u>Submittal:</u>	<u>Weight in Evaluation</u>
References and Experience:	25%
<p>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.</p>	
Technical Approach:	30%
<p>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.</p>	
Personnel/Equipment:	25%
<p>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.</p>	
Reasonableness of Price:	20%
<p>Complete Fee Schedule attached</p>	

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 Friday, April 24, 2015 no later than 5 p.m. to Mike Watson, Building Facilities Coordinator (mwatson@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 Monday, April 27, 2015 at 5 p.m. Any addenda and clarifications will be issued prior to 5 p.m. Monday, April 27, 2015.

All submittals shall be received by the City no later than 4 p.m. on Tuesday, May 5, 2015. 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, 2015, and ending on approximately June 30, 2017. 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 10th 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: Kenneth Jackson, Operations Manager
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) 329-4862.

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: Kenneth W. Jackson
Public Works Operations Manager
1500 Beatty Street
Greenville, NC 27834

For the Contractor:

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: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

BY: _____
David A. Holec, 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: _____
Bernita W. Demery, CPA, Director of Financial Services

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.

<u>FEE SCHEDULE</u>		
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.