

CRAVEN COUNTY, NORTH CAROLINA

Request for Proposal
For
Disaster Debris Final Disposal Site
Services

Craven County



Proposal Deadline February 7, 2012

8:00 a.m. EDT

**Craven County, North Carolina
Request for Proposals
Disaster Debris Final Disposal Site Services**

SECTION 1 – INTRODUCTION

Craven County (“COUNTY”) seeks to establish a contract for disaster debris final disposal site services.

Services under this contract to include:

- All work necessary to prepare designated final disposal site to accept approximately 37,500 cubic yards of vegetative debris reduced mulch
- Relocate mulch from existing staging area at Craven Creekside Park to permitted Creekside Debris Management Site (DMS) for final disposal
- Stage relocated mulch at DMS in permit required windrows
- Other services as may be requested by the Craven County Manager.

The resulting contract term will be for one hundred twenty days. The contract period may be extended by the County Manager at his discretion. All work set forth in the Scope of Work must be approved by personnel authorized by the County Manager to act as the “COUNTY DEBRIS MANAGER” or the COUNTY DEBRIS MANAGER’S authorized representative.

Copies of the RFP forms may be obtained by contacting Craven County Solid Waste Director, Mr. Rusty Cotton, 406 Craven Street, New Bern, NC 28560, 252-636-6659 or on the Craven County Government website at www.cravencounty.com. Select Bid Opportunities from the list on the right of the webpage, and then click on Request for Proposals Disaster Debris Clearance and Removal Services under Open Bids.

A **mandatory pre-bid meeting** will be held at the mulch staging site located inside Craven County Creekside Park on Monday January 30, 2012 at 10:00 am. Creekside Park is located at 1821 Old Airport Road, New Bern, NC 28562.

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit documents according to the instructions in **Section, 2.2 Proposal Submittal Requirements**. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

The County reserves the right to request additional information from the proposers and to reject any and all proposals. The County reserves the right to judgmentally select the successful bidder and agreement that best meets the needs of the County.

The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information.

The County will receive proposals at the time and place noted in this document. At that point, the County will close the receipt of proposals and begin the evaluation process.

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

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

SECTION 2 – GENERAL REQUIREMENTS

2.1 Proposal Contact

This RFP and any subsequent action taken as a result thereof, is issued by Craven County. Proposal responses should be directed specifically, as outlined herein. In regards to this RFP and subsequent procurement process, vendors shall make NO CONTACTS, either written or verbal, with any Craven County employee, staff member, or Board of Commissioner members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. *Any attempt by a Proposer to contact or influence a member or members of the aforementioned may result in the immediate disqualification of the Proposer from award for items or services on this RFP.*

2.2 Proposal Submittal Requirements

Proposers are required to prepare their proposals in accordance with the instructions outlined in this part and elsewhere in this RFP. Each Proposer is required to submit its proposal in a sealed package, with Proposer’s name, RFP number, and proposal closing time/date marked clearly on the proposal submission.

Provide one (1) original and three (3) copies of complete proposal packages. The proposal packages shall be arranged and presented as stipulated in Section 2.3. **Proposal packages are to be delivered to:**

**Craven County, North Carolina
Craven County Administration Building
Solid Waste Department Office
406 Craven Street
New Bern, NC 28560**

Attn: Rusty Cotton, Solid Waste Director

Proposals submitted by email to:

mhollar@cravencountync.gov

The County must receive proposals no later than **8:00 a.m. February 7, 2012**. The time of receipt shall be determined by the time clock in the Craven County Solid Waste office. The County will not be held responsible for the failure of any mail or delivery service to deliver a proposal response prior to the stated proposal due date and time. It is solely the Proposer's responsibility to: (1) Ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; (2) ensure that the response is received at the correct location and time. Late responses, regardless of delivery means, will not be accepted. **E-mailed responses will be accepted.**

All bid form documents shall be submitted on a form identical to the form included with the bidding documents. Copies shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

2.3 Proposal Format

The proposal must be submitted on 8 1/2 x 11-inch paper, numbered, typewritten, with headings, sections and sub-sections identified appropriately. Proposals are limited to twenty-five (25) pages beyond the five (5) tabbed sections of required submittals.

The proposal must be divided into five (5) tabbed sections with references to all parts of this Request for Proposal (RFP) done on a section number/paragraph number/letter basis. The five (5) sections shall be named as follows:

1. General Submittals

- a. *Letter of Transmittal:* This letter will summarize in a brief and concise manner the Proposer understands of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.
- b. *Type of Business:* The Proposer shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, LLC, etc.). The Proposer shall identify whether the business entity is incorporated in North Carolina, another state, or a foreign country.
- c. *FEIN:* Provide the Federal Employer Identification Number of the Proposer.

- d. *SSN*: In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.
- e. *Principals*: The proposal must name all persons or entities serving, or intending to serve as principals in the Proposer's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development of the proposal.
- f. *Corporate Information*: If a Proposer is a corporation or LLC it shall be certified with the North Carolina Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in North Carolina. The corporate seal should be affixed to the bid.
- g. *Licenses and Certificates*: List any licenses or certificates related to the scope of work described in the RFP. State if the Proposer does not have any related or applicable licenses or certifications.
- h. *License Sanctions*: List any regulatory or license agency sanctions. State if there are no license sanctions against the Proposer.
- i. *Acknowledgment of Addenda*: Include a signed and dated copy of last addendum issued by the County, if any.
- j. *Past Performance*: Proposer(s) must list and provide required information from similar scope projects the proposer has performed work on as either a prime or subcontractor within the past five (5) years. . Required information from each project listed includes total cubic yards or tons of debris hauled, acres of land cleared and total dollar amount of each project. The Proposer must also provide a contact person, telephone number, fax number and e-mail address for each project. The Proposer may use past experience as a subcontractor to demonstrate past experience.
- k. *Financial resources*: Available bonding capacity.

2. Project Understanding and Technical Approach

Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:

- Ability to manage and efficiently complete contract within 120 days
- Method of preparing Creekside DMS to accept approximately 37,500 cubic yards of mulch
- Methods for loading, hauling and staging mulch
- Proposed methods to mitigate impact on Creekside Park roads and grounds while relocating debris across the park
- Documenting and resolving damages
- Invoicing and data management

3. Project Specific Personnel

An organizational chart that lists personnel assigned to this project. The list shall include but is not limited to:

- Contact persons, including telephone numbers and e-mail address
- Project manager – must have five (5) years project experience
- Other key personnel assigned to the project/this Agreement
- Provide a plan that includes but is not limited to the following; The total percent of the work to be subcontracted; A list of SUB-CONTRACTORS proposed for this project indicating participation by local SUB-CONTRACTORS and the overall percentage of work scheduled to be performed by local SUB-CONTRACTORS; CONTRACTOR’S policies and procedures in place to insure SUB-CONTRACTOR and all sub-tier CONTRACTORS retain adequate insurances and are paid.

The COUNTY reserves the right to request the substitution of any personnel as the County deems necessary.

4. Insurance Requirements

Contractor shall provide evidence of the ability to meet the insurance requirements set forth in Section 4 - INSURANCE REQUIREMENTS of the RFP by providing a certificate of Insurance on ACORD Form 25.

5. Price Proposal

The Proposer shall submit Price Proposal forms included in these RFP documents “Schedule 1-Unit Rate Price Schedule”. All bid form documents shall be submitted on a form identical to the form included with the bidding documents. All bid form documents shall be submitted on the form included with the bidding documents. Copies shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

2.4 Acceptance of Proposal (Award)

The COUNTY shall evaluate CONTRACTOR PROPOSALS based upon the following criterion:

- Demonstrated understanding of project scope and technical approach
- Past performance with similar projects.
- References
- Local contractor participation demonstrated in the Subcontractor Plan
- Rate Schedule
- Other criteria determined appropriate by the COUNTY

2.5 Proposer Expenses

The County will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Craven County and/or its representatives. Further, the County shall reserve the right to cancel the

work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the Board of Commissioners has formally accepted a recommendation.

2.6 Interpretations, Discrepancies, and Omissions

Submit written questions about this RFP to Craven County at mhollar@cravencountync.gov by 8:00 a.m., January 28, 2012. No questions or requests for clarifications will be accepted after this time.

Responses to questions will be posted at www.cravencounty.com. Select Bid Opportunities from the list on the right of the webpage, and then click on Request for Proposals Disaster Debris Clearance and Removal Services under Open Bids. Any addenda and clarifications will be issued by January 29, 2012 at 12:00 pm.

The issuance of such written responses is the only official method by which interpretation, clarification or additional information will be given by the County. Only requests answered by formal written responses will be binding. Oral and other interpretations or clarification will be without legal effect.

2.5 Award

Craven County reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The County may also, at its sole discretion, have discussions with those Proposers that it deems to fall within a competitive range. The County may enter into negotiations separately with such Proposers. Negotiations with a Proposer may continue with a Proposer that the County has tentatively selected to award a contract to. The County shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties.

2.6 Retention of Proposer Material

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

SECTION 3 – CONTRACTING INFORMATION

3.1 Certification

The Proposer hereby certifies that it has carefully examined this Request for Proposal and the Proposer certifies that it understands the scope of the work to be done and that the Proposer has knowledge and expertise to provide the scope of the work. By signature on the response

to the RFP, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

3.2 Conflict of Interest

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Craven County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

3.3 Assignment

No assignment of the Proposer's obligations or the Proposer's right to receive payment hereunder shall be permitted without prior consent of the County. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from the County.

3.4 Indemnification

The CONTRACTOR will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence or intentional acts of CONTRACTOR, its SUB-CONTRACTORS, or their employees or agents, while performing duties under this Agreement, provided that the County gives the CONTRACTOR prompt, written notice of any such claim or suit. The County shall cooperate with CONTRACTOR in its defense or settlement of such claim or suit. This section sets forth the full extent of the CONTRACTOR's general indemnification of the County from liabilities that are in any way related to CONTRACTOR's performance under this Agreement.

3.5 Independent Contractor

It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent CONTRACTOR, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by the

contract. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

3.6 Governing Law

This RFP and any resulting contract shall be governed by and construed according to the laws of the State of North Carolina, Craven County. Should any portion of any contract be in conflict with the laws of the State of North Carolina, Craven County the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Venue for contract conflicts shall be Craven County, North Carolina.

3.7 Confidential Information/Public Records Law

The County assumes no responsibility for confidentiality of information offered in a proposal. The RFP does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after the contract award. Craven County reserves the right to share any information submitted in response to this RFP or process with any person(s) or firm(s) involved in the review and evaluation process. Proprietary or confidential information must be clearly labeled as such at the time of initial submission and to the extent provided by N.C.G.S. Chapter 132, will not be made available for public inspection. In the event that a request for inspection is made under public records law, the Proposer will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.

3.8 Compliance with Laws and Regulations

Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify Craven County at once, indicating in their letter the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

3.9 Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.

Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFP, and to

reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the County's best interest. Moreover, the County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.

3.10 New Services

From time to time during the period of work outlined in the RFP and afterward, the County may elect to have the Proposer perform services that are not specifically described in the Statement of Work but are related to the contracted services (the "New Services"), in which event the Proposer shall perform such New Services on a time-and-materials basis, and at an hourly rate that does not exceed the hourly rate negotiated in the contract for each of the Proposer Personnel assigned to perform such New Services. This will be accomplished through an amendment to the contract and subsequent issuance of a Task Order.

SECTION 4 – INSURANCE REQUIREMENTS

The CONTRACTOR shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in full effect and certification thereof has been received by Craven County's Finance Office.

4.1 Workers' Compensation Insurance,

Workers' Compensation Insurance with limits for Coverage A Statutory-State of North Carolina and Coverage B Employers Liability \$500,000 each accident, disease policy limit and disease Each Employee.

4.2 Commercial General Liability

Combined single limits of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. This insurance shall include Comprehensive Broad Form Coverage including contractual liability.

4.3 Commercial Automobile Liability

Commercial Automobile Liability with limits of no less than \$500,000 Combined Single Limit for bodily injury and property damage. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement and /or are brought on a Craven County site.

All insurance companies must be licensed in North Carolina and be acceptable to the County's Finance Office. Insurance Policies shall be endorsed to show Craven County as a certificate holder.

If the CONTRACTOR does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to Craven County may be considered. Nothing in this section is intended to affect or abrogate the COUNTY'S sovereign immunity defenses.

SECTION 5 - SAFETY

The CONTRACTOR shall be solely responsible for the entire site and the building or construction of the same and provide all the necessary protections as required by law or ordinances governing such conditions and as required by the County. He shall be responsible for any damages to the County's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the County arising from such damages.

The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part II, June 24, 1974 Federal Register), and revisions thereto as adopted by General Statutes of North Carolina.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accidents or injury to persons on or about the location of work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury from falling materials and he shall maintain all protective devices and signs throughout the progress of the work

SECTION 6 - PERFORMANCE REQUIREMENTS

Performance and Payment Bond: Selected CONTRACTOR(s) will be required to post a Performance and Payment Bond in the amount of 100% of an event's estimated contract cost. The COUNTY reserves the right to establish the amount of Performance and Payment Bond based on the estimated contract price, SCHEDULE 1 – UNIT RATE PRICE SCHEDULE, at the time of the event. The estimated cost to complete the project will be based on the estimated volume of vegetative debris mulch, acres of the Creekside DMS to be prepared to accept mulch for staging, estimated amount of aggregate to construct DMS access's and repair Creekside Park parking area to pre-event condition. The bond shall continue throughout the contract execution period, when the COUNTY DEBRIS MANAGER issues a Notice to Proceed and Task Order, until such time as the scope of work contained in the contract is completed as determined by the COUNTY DEBRIS MANAGER or his authorized representative.

These bonds shall remain in effect at least one (1) year after the date when final payment becomes due for a County Task Order initiated project. The Performance Bond and the Payment Bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina and shall become effective upon the execution of the Task Order. The surety bonds must be in the form set forth in N.C.G.S. 44A-33 without any variations there from or in any other form authorized by N.C.G.S.

The CONTRACTOR shall provide surety bonds wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the contract, and agrees that the obligations undertaken by the bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.

The surety bonds must set forth no requirement that suit be initiated prior to the time stipulated in applicable North Carolina Statutes of Limitations.

Craven County's right to carry out the work:

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

SECTION 7 - TERMINATION BY THE COUNTY FOR CAUSE

The COUNTY may terminate the pursuant contract if the CONTRACTOR:

- Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper equipment;
- Fails to make payment to SUB-CONTRACTORS for materials or labor in accordance with the respective Contracts between the CONTRACTOR and sub-CONTRACTORS;
- Disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction or
- Otherwise is guilty of breach of a provision of the contract documents.

When any of the above reasons exist, the COUNTY may without any other rights or remedies of the COUNTY and after giving the CONTRACTOR and the CONTRACTOR's surety if any, 48 hours written notice, terminate employment of the CONTRACTOR and may, subject to any prior rights of the surety accept assignment of SUB-CONTRACTORS; and finish the work by whatever reasonable method the COUNTY may deem expedient.

When the COUNTY terminates the contract for one of the reasons stated above, the CONTRACTOR shall not be entitled to receive further payment, if any, until the work is finished.

If the unpaid balance of the contract sum exceeds additional costs incurred while finishing the work, including compensation for the COUNTY's services and expenses made necessary thereby, such excess shall be paid to the CONTRACTOR. If such costs exceed the unpaid balance, the CONTRACTOR shall pay the difference to the COUNTY. This obligation for payment shall survive termination of the contract.

The COUNTY may terminate the contract without cause by written notice following delivery of forty-eight (48) hour written notice to the CONTRACTOR.

SECTION 8 - NON-WAIVER OF RIGHTS

It is agreed that the COUNTY'S failure to insist upon the strict performance of any provision of the pursuant contract, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under the contract.

SECTION 9 - FINDINGS CONFIDENTIAL

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the CONTRACTOR under the pursuant contract are the property of the COUNTY. The CONTRACTOR agrees that any such documents shall not be made available to any individual or organization other than the appropriate COUNTY officials without prior written approval of the COUNTY. Nothing contained in this paragraph shall be construed to prevent the CONTRACTOR from making information, reports and documents available to those individuals or firms directly concerned with the project involved with prior written consent of the COUNTY.

SECTION 10 - BINDING EFFECT

The pursuant contract shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent CONTRACTORS and SUB-CONTRACTORS of the parties.

SECTION 11 - CONTINUING OBLIGATION

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the pursuant contract.

SECTION 12 - REFERENCES

Use of the masculine includes feminine, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the contract.

SECTION 13 - RECORDS RETENTION AND REVIEW

The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them available to the COUNTY for a period of three (3) years following notification by the COUNTY in writing that a Federal Emergency Management Agency, Public Assistance final status report (project close-out report) has been issued by North Carolina Department of Emergency Management.

SECTION 14 - LOCATION OF WORK

The designated area for debris removal is bounded by the COUNTY'S jurisdictional boundaries and includes public property, easements, COUNTY parks, and COUNTY debris staging areas within the unincorporated areas of the COUNTY.

SECTION 15 - OVERVIEW OF SCOPE AND UNIT RATE SCHEDULE ITEMS

All mulch identified by the COUNTY DEBRIS MANAGER OR HIS AUTHORIZED REPRESENTATIVE shall be removed. The CONTRACTOR shall not move from one designated work area to another designated work area without prior approval from the COUNTY or its representative. The CONTRACTOR shall not enter onto private property during the performance of the contract unless specifically authorized by the COUNTY DEBRIS MANAGER or his authorized representative in writing.

Work under this contract will include:

1. Preparing the NCDHNR approved Craven County Creekside Debris Management Site (DMS) to accept and stage an estimated 37,500 cubic yards of mulch, including construction of access roads, gates and other appertence's required to make the site ready to accept the mulch. Any required land disturbance, erosion control, stormwater plan or permit required to accomplish the work as presented by the proposer in the required submittals' is the responsibility of the Contractor.
2. Loading mulch at Craven County Creekside Park and transporting it to the NCDHNR approved Craven County Creekside Debris Management Site (DMS),
3. Managing and staging mulch hauled to Craven County Creekside DMS as required by the NCDHNR final disposal permit.
4. Repair of the Creekside Park parking area where mulch is presently staged.

5. Repair of Creekside Park asphalt roadways as a result of debris removal truck traffic accessing the debris staging area.
6. Loading mulch at Craven County Weyerhaeuser Debris Management Site (DMS) and transporting it to an approved final disposal site/facility, and roadway restoration within the DMS.

It shall be the CONTRACTOR'S responsibility to prepare the Creekside DMS to receive mulch, load, transport and properly manage any and all existing disaster generated debris mulch located at the Creekside Park mulch staging area and receive and stage any and all existing disaster generated debris mulch at Creekside DMS under which the CONTRACTOR was issued a Task Order, unless otherwise directed by the COUNTY DEBRIS MANAGER or his authorized representative, in writing. This includes, but is not limited to:

15.1 Creekside DMS Mulch Staging Preparation

The CONTRACTOR will prepare the designated 23.45 acre Craven County Creekside Debris Management Site to accept an estimated 37,500 cubic yards of mulch by making provisions to utilize approximately 18 acres of the site for final disposal staging of mulch in windrows. The mulch staging area is to be configured as shown on the attached Craven County Storm Debris Management Site drawing. The site plan requires an undisturbed vegetative buffer between the DMS and Park. Provisions are to be in place prior to the start of work site operations to delineate and protect the buffer. Contractor methods as to how the mulch staging area is to be prepared and maintained to allow work to continue throughout the project are required to be presented in **Section 2.3 Proposal Format, 2. Project Understanding and Technical Approach.**

Contractor is responsible for all required permitting based on Technical Approach

Compensation for this work to be lump sum price for Creekside Mulch Staging Preparation as submitted in **SCHEDULE 1 - UNIT RATE PRICE SCHEDULE, Item 18.1**

15.2 Creekside DMS Emergency Access Points and Security Gates

Five (5) total access points with locking security gates are to be located on the DMS. Four (4) are located along the property line between the DMS and Park and one (1) at the entrance to the DMS from Old Airport Road. The access points are to be minimal 20 foot wide with metal galvanized six (6) bar gates, four (4) foot tall, minimum 18 feet wide and securely attached to eight (8) inch minimal diameter steel or treated wood post set in concrete a minimum depth of four (4) feet. Each gate shall be equipped with a locking mechanism designed to prevent the gate from being opened by unauthorized personnel.

Compensation for this work to be lump sum price as submitted in **SCHEDULE 1 - UNIT RATE PRICE SCHEDULE, Item 18.2**

15.3 Creekside DMS Access Road

Construct a 20 wide, approximately 550 foot long access road into the DMS from the existing access point located at Old Airport Road. The road is to be constructed using crusher run stone or other aggregate base materials acceptable to the County capable of providing all weather access to the site from old Airport Road. An estimated 385 tons of crusher run is required to construct the access road. Compensation for construction of the Creekside DMS access road will be calculated based on quarry provided, certified weight ticket for the quarry product, cost per ton of product to be all inclusive of preliminary roadway grading and compaction, placing and compaction of stone and final grading to provide positive drainage of the access road.

Compensation for this work to be Per Ton price as submitted in **SCHEDULE 1 - UNIT RATE PRICE SCHEDULE**, Item 18.3

15.4 Relocation, Staging and Management of Mulch from Creekside Park to Creekside DMS

Approximately 37,500 cubic yards of disaster storm vegetative mulch is to be relocated, to include loading and hauling from the Creekside Park mulch staging area to Creekside DMS to be managed and staged as required by NCDHNR DMS permit for final disposal of the mulch. The permit requires the mulch to be placed in windrows no wider at the base than 20 feet and no higher than 10 feet. The permit requires a minimum of 20 feet separation between the bases of each windrow. The Creekside Storm Debris Management Site Plan indicates 40 foot separation between windrows to allow for turning of the windrows and access by emergency vehicles. **Strict adherence to the NCDHNR required windrow configuration will be enforced.**

Compensation for this work to be by cubic yards of mulch in place windrow price as submitted in **SCHEDULE 1 - UNIT RATE PRICE SCHEDULE**, Item 18.4

15.5 Creekside Park Mulch Staging Area Restoration

The Creekside Park mulch staging area is located on a parking area adjacent to a soccer field. The parking area is approximately 100 foot wide and 250 foot long. The mulch staging area shall be cleared of all mulch and debris by the contractor, the parking area rough graded, scarified and additional aggregate, crusher run or other acceptable aggregate base material, incorporated and mechanically compacted to provide an all-weather roadway/parking area.

Compensation for restoration of the Creekside Park parking area to its pre-storm condition will be based on quarry provided, certified weight ticket for the quarry product. Cost per ton of product to be all inclusive of surface scarification, preliminary grading and compaction, placing and compaction of stone and final grading to provide positive drainage of the parking area.

Compensation for this work to be Per Ton price as submitted in **SCHEDULE 1 - UNIT RATE PRICE SCHEDULE**, Item 18.5

15.6 Repair of Asphalt Roadways within Creekside Park

Asphalt roadways within Creekside Park have been damaged by debris hauling vehicles accessing the storm debris staging area located inside the park. Areas identified by the County shall be repaired by removing damaged asphalt pavement by saw cutting the perimeter of the damaged areas to establishing clean and straight lines to tie into existing pavement. The existing base materials shall be recycled in place and compacted to establish a suitable base for asphalt replacement. All saw cuts and aggregate base shall receive a “tack” coat prior to placement and compaction of the asphalt. Asphalt pavement repairs shall be warranted for 12 months from the day the repairs are accepted by the County in writing

Compensation for repair of asphalt roadways within Creekside Park are to be based on asphalt plant provided, certified weight ticket. Cost per ton of asphalt to be all inclusive of saw cutting repair area, recycling and compaction of stone base, tack coat, two (2) inch asphalt depth placement and compaction.

Compensation for this work to be Per Ton price as submitted in **SCHEDULE 1 - UNIT RATE PRICE SCHEDULE**, Item 18.6

15.7 Load and Transport mulch from the Weyerhaeuser Debris Management Site to an Approved Final Disposal Facility.

Approximately 3,200 cubic yards of disaster storm vegetative mulch is to be relocated, to include loading and hauling from the Weyerhaeuser Debris Management Site to one or more of the following NCDHNR approved final disposal sites.

- A. Craven AG Services, 2115 Hwy 55 West, New Bern, NC
- B. Creekside Debris Management Site, 1821 Old Airport Road, New Bern, NC
- C. Craven Wood Energy, 201 Executive Parkway, New Bern, NC

Ingress and egress roadways at the Weyerhaeuser Debris Management Site shall be maintained during the loading and hauling of mulch from the site and shall be restored by the Contractor to an all-weather condition upon completion of the project.

Compensation for this work to be Per Cubic Yard price as submitted in **SCHEDULE 1 - UNIT RATE PRICE SCHEDULE**, Item 18.7, A, B, C.

16.1 Documentation and Measurement

1. Weight Tickets:

Supplier provided certified weight tickets are required to be paid for any item by which compensation is based on a "Per Ton" cost. Tickets shall be collected by the County on site representative. Loss or failure to provide a weight ticket will result in a loss of payment by the contractor. This project is a FEMA Public Assistance Grant funded project and will be audited by the County and State/Federal auditors. Accurate and comprehensive record keeping is required.

CONTRACTOR is responsible for ensuring that all employees and SUB-CONTRACTORS maintain valid driver's licenses and equipment legally fit for travel on the road.

2. Load Tickets: If Requested to load and transport mulch from the Craven County Weyerhaeuser DMS to a final disposal facility.

Five (5) part Load Tickets will be provided by the COUNTY or its representative for recording volumes of debris removal. Use of the Contractors Load Tickets will be considered if the information on the load ticket meets FEMA 325 recommendations.

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

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

3. Reports:

The CONTRACTOR shall submit a report weekly to the County Solid Waste Director. The report should accurately document the CONTRACTOR's resources and progress on project operations, outstanding issues and provide coordination with the COUNTY and the COUNTY's representatives.

The report shall include but is not limited to the following:

- Estimated Daily and cumulative totals of work completed;
- Estimated number of days to complete the Task Order;
- Number of crews, equipment and their work;

17.2 Payment

The COUNTY, or its authorized representative, will monitor, verify and document with weight tickets or unit rate tickets the completion of all work, as defined in the scope of work. The CONTRACTOR(s) will be provided with copies of this documentation. These documents will be used by the CONTRACTOR as backup data for invoice submittals. Work not ticketed or not authorized by the COUNTY will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, and certified weight will not be paid, nor will the COUNTY be responsible for payment of incomplete tickets.

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

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

No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid item as submitted in **SCHEDULE 1**. Payment for disposal cost incurred by the CONTRACTOR at permitted disposal facilities will be made at the cost incurred by the CONTRACTOR as a “pass through cost” without mark up. CONTRACTOR must submit a copy of the invoice received by the disposal facility, an electronic copy tabulating all scale or load tickets issued by the receiving disposal facility and correlated to COUNTY representative's completed load tickets, and proof of CONTRACTOR payment to the disposal facility.

CONTRACTOR must submit the final invoice within thirty (30) days of completion of scope of work authorized by the County's final Task Orders. Completion of scope of work will be acknowledged, in writing, by the COUNTY DEBRIS MANAGER or his authorized representative.

NON-COLLUSION AFFIDAVIT

Disaster Debris Removal and Disposal Services
Proposal Request

State of North Carolina
County of Craven

_____, being first duly sworn, deposes and says that:

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

_____ (Seal)

Title

SUBSCRIBED AND SWORN TO BEFORE ME,

This _____ day of _____, 2011

Notary Public _____

My Commission Expires: _____

PROPOSER'S BID CERTIFICATION FORM

To Whom It May Concern:

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

I hereby propose to perform the following prices as specified in this Disaster Debris Removal and Disposal Services Request for Proposal at the rates described on SCHEDULE 1 – UNIT RATE PRICE SCHEDULE.

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

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

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

NAME OF FIRM

Federal Tax ID: _____

AUTHORIZED SIGNATURE

Phone: _____

NAME & TITLE, TYPED OR PRINTED

Fax: _____

Email: _____

MAILING ADDRESS

Subscribed and sworn to before me this _____
day of _____, 2011

CITY, STATE, ZIP CODE

Notary Public _____

My Commission expires: _____

(SEAL)

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE

Reference to Sections 15.1 to 15.7 of RFP

18.1	Creekside DMS Mulch Staging Preparation	Est. Quantity (Acres)	\$ Per Acre	Total Lump Sum
	Work consists of all labor, equipment, fuel, materials, permitting and miscellaneous costs necessary to prepare DMS site to accept 37,500 cubic yards of mulch placed in windrows	18		
-				
18.2	Creekside DMS Emergency Access Points and Security Gates	Est. Quantity	\$ Per Each	Total
	Work consists of all labor, equipment, fuel, materials and miscellaneous costs necessary to erecting metal gates, gate post and providing security locking mechanism	5		
18.3	Creekside DMS Access Road	Est. Quantity (Tons)	\$ Per Ton	Total
	Work consists of all labor, equipment, fuel, materials and miscellaneous costs necessary to construct access road into the DMS	385		
18.4	Relocation, Staging and Management of Mulch from Creekside Park to Creekside DMS	Est. Quantity (Cub Yds.)	\$ Per CY	Total
	Work consists of all labor, equipment, fuel, materials and miscellaneous costs necessary to relocate, stage and manage 37,500 cubic yards of mulch	37,500		
-				
18.5	Creekside Park Mulch Staging Area Restoration	Est. Quantity (Tons)	\$ Per Ton	Total
	Work consists of all labor, equipment, fuel, materials and miscellaneous costs necessary to restore parking area to pre-storm condition	438		
-				
18.6	Repair of Asphalt Roadways within Creekside Park	Est. Quantity (Tons)	\$ Per Ton	Total

	Work consists of all labor, equipment, fuel and miscellaneous costs necessary to repair damaged asphalt pavement to pre-storm condition.	10.5		
	Total Project Cost Sections 18.1 to 18.6			
18.7	Load and Transport mulch from the Weyerhaeuser Debris Management Site to an Approved Final Disposal Facility	Est. Quantity (Cub Yds.)	\$ Per Cubic Yard	Total
	Work consists of all labor, equipment, fuel, materials and miscellaneous costs necessary to load and transport mulch from Weyerhaeuser DMS to one of the final disposal facilities listed below and restore roadways to pre-storm condition			
18.7A	Craven AG Services.	3,200		
18.7B	Creekside DMS	3,200		
18.7C	Craven Wood Energy	3,200		

Craven County Creekside Park Storm Debris Management Site

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