

REQUEST FOR SEALED BIDS

**PRE-EVENT / STAND-BY CONTRACT FOR:
DISASTER DEBRIS REMOVAL SERVICES (H07-2018)**



ISSUED BY:

COUNTY OF HYDE, NORTH CAROLINA

Deadline: February 26, 2018 @ 1:00 PM

INSTRUCTIONS TO BIDDERS

1. The Bid

Bids MUST be submitted in the format outlined in this request and should include all required parts, providing all the necessary pieces of information required by this request. The bid should be signed by an officer of the company authorized to make binding commitments for the company. All cost and price information submitted by the bidder will remain irrevocable for a period of 120 days from the date of submittal.

The bid should be submitted in a sealed package that clearly shows the name and address of the company or firm submitting the bid.

2. Changes to the Bid

Changes to the bid may be made at any time prior to the public opening of the bids by submitting the change in writing in an envelope marked "Modification to Bid" with enough copies of the modification to be included in all the bid binders you submitted.

3. Bid Reservations / County Rights

To the extent allowed by all state and federal laws, the County of Hyde (hereafter "Hyde County" or "the County") reserves the right to reject any bid that does not conform to the requirements named in this request, or any bid that is nonresponsive, unbalanced, or which contains conditions which negatively affect the County. A bid shall be considered nonconforming and nonresponsive if it contains omissions, alterations of provided forms, additions which are not called for, or any unauthorized irregularities. A bid that does not arrive by the deadline provided in this request will be considered nonresponsive, and as such, ineligible for contract award.

Hyde County reserves the right to conduct negotiations with responsible bidders but also to award a contract on the basis of the information contained in the bid alone. At no point in time do negotiations commit the County to award a contract to a specific firm.

Hyde County also reserves the right to reject any bid if the County has reason to believe that the bidding firm is unqualified or is of inadequate financial ability to meet the needs of the County. The County will also reject any bid that does not meet the standards of the County or standards of the field.

4. Acceptance of Bids / Award of Contract

Hyde County intends to award a contract to the lowest responsive and responsible bidder. All bids which are received by the deadline will be carefully examined to determine conformance with the requirements of this request and the selected bid will become contractually obligated upon acceptance by the Hyde County Board of Commissioners and the successful bidder.

If Hyde County chooses to award a contract pursuant to this request, the successful bidder will be provided an Independent Contractor Agreement by the County. If the contract is not agreed to within 120 days of award, the bidder will be released from all contractual obligations. Failure to agree by either the bidder or the County shall in no way provide cause for a claim against the County by the bidder.

5. Termination Clauses

Any contract executed as a result of this request will be subject to a termination of convenience clause, whereby Hyde County has the right to terminate the arrangement at any time and for any reason.

6. Law to Govern

All parties to an awarded contract acknowledge that the contract is made and entered into in Hyde County, North Carolina, and will be performed in same. The parties acknowledge that the laws of the United States of America and the State of North Carolina shall govern all the rights, obligations, duties, and liabilities of the parties to this contract. The parties further acknowledge that the laws of the United States of America and the State of North Carolina shall govern the interpretation and enforcement of the contract and all legal matters related to same.

All parties recognize that any legal actions or proceedings related to the contract shall be brought in a court of competent jurisdiction in Hyde County, North Carolina and that by executing the contract, the parties submit to the jurisdiction of the aforementioned courts and irrevocably waive any and all objections they may have regarding the venue of the court sitting in Hyde County, North Carolina.

7. Contract Administrator

The County Manager of Hyde County, or their designee, will be the Contract Administrator for this project.

8. Submission and Selection Process

Bids will be reviewed by Hyde County officials and staff. After review, the County of Hyde reserves the right to schedule interviews with firms that have complied with all the terms of this request. All communications regarding this REQUEST shall be directed to **Justin Gibbs** by **5:00 PM on Friday, February 23rd, 2018**, to:

Justin Gibbs, Director
Hyde County Emergency Services Department
justin.gibbs@hydecountyems.co
(note: there is no "m" at the end of the email address)

For a bid submission to be considered complete, the bidding firm must submit one (1) original and three (3) copies of the complete bid, including all attachments and addenda, in a sealed, opaque package with the following information clearly marked on the outside of the package, in the order prescribed below:

REQUEST Number: H07-2018 – Disaster Debris Removal Services
Name of Bidder
Address of Bidder

The package containing the original bid and copies shall be delivered no later than **1:00 PM on Monday, February 26, 2018** via mail, or in person, to:

Rosemary Johnson
County of Hyde, North Carolina
P.O. Box 188
30 Oyster Creek Road
Swan Quarter, NC 27855

Bids shall not be accepted by telephone, fax, or any other means except as provided above. The responsibility of ensuring the bidding firm's full bid reaches the County resides solely with the bidder. As such, the County will not be responsible for late deliveries, mail delays, et cetera. No bid shall be accepted by the County after **1:00 PM on Monday, February 26, 2018**. All bids shall be publicly unsealed, immediately following the deadline, in the Hyde County Government Center, Multi-Purpose Room.

The cost of preparing a response to this request for sealed bids is solely the responsibility of the bidding company or firm. The County shall assume no responsibility for any costs incurred by the bidder while preparing or submitting a bid, nor shall the County bear any responsibility for any costs for administrative or judicial proceedings resulting from the solicitation process.

In compliance with N.C.G.S. §14-234, Bidders shall not offer any gratuities, favors, gifts, or anything of monetary value to any official, employee, or agent of the County of Hyde for the purpose of influencing consideration of this bid.

SCOPE OF WORK

1. General Scope of Work

Hyde County is soliciting sealed bids from qualified contractors with experience in Disaster Debris Removal Services. This pre-event/standby contract will be activated by the County in response to natural or man-made events that require debris removal services. The contract shall be for an initial period of three (3) years with the option of two additional one (1) year periods upon consent by the County and the Awardee.

The County is requesting bids from experienced and qualified firms with whom to enter a contract, at no immediate or annual cost, for the following services:

- Disaster recovery services including, but not limited to, the clean-up, demolition, removal, and disposal of debris resulting from man-made or natural disasters as directed by the County.
- Rapid mitigation of disaster debris in the interest of mitigating immediate threats to public safety and health, as directed by the County.
- Removal or mitigation of immediate threats caused by disaster debris to private and public property for the interests of public safety or economic recovery.
- Provision of disaster recovery technical program management assistance related to reimbursement for all eligible costs from state and federal agencies when the same is available to Hyde County.

To ensure that debris removal operations are conducted within the guidelines of the Public Assistance programs and in compliance with all federal, state, and local laws, the firm collecting the debris will be under the constant supervision of County staff or contracted staff during debris management operations.

While this contract is intended for debris removal after any disaster, the most likely disaster debris event will be caused by tropical weather (i.e., tropical storms and hurricanes).

2. Specific Work Possibilities:

Specific work that may be undertaken by the firm includes, but is not limited to:

- a. **Emergency Road Clearance:** Removal of debris from the primary transportation routes as directed by the County.
- b. **Debris Removal from Public Property:** Removal of debris from public rights of way and the removal of debris beyond public rights of way as necessary to abate imminent and/or significant threats to the public health and safety of the community.
- c. **Debris Removal from Private Property:** Should an imminent threat to life, safety, and health to the general public be present on private property, the Contractor, as directed by the County, will accomplish the removal of debris from private property. This item will be monitored for strict compliance with FEMA regulations regarding eligibility.
- d. **Temporary Debris Staging and Reduction Sites, (TDSRS):** The Contractor will prepare and maintain a sufficient number of TDSRS facilities to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads.

All debris shall be processed in accordance with local, state and federal law, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved by the County. Prior to reduction, all debris shall be segregated between

vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.

- e. **Generated Hazardous Waste Abatement:** Abatement of hazardous waste identified by the County in accordance with all applicable Federal, State and local laws, standards and regulations.
- f. **Demolition of Hazardous or Condemned Structures** that are a hazard to public health.
- g. **Debris Disposal:** Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State and local laws, standards and regulations.
- h. **Documentation and Inspections:** Storm debris shall be subject to inspection by the County. Inspections will be to insure compliance with the contract and applicable local, state and federal laws. The Contractor will, at all times, provide the County access to all work sites and disposal areas. The Contractor and the County will have in place at the Temporary Debris Staging and Reduction Sites, (TDSRS), personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the Temporary Debris Staging and Reduction Sites. The Contractor will assist the County in preparation of the Federal, (FEMA), and State reports for any potential reimbursement through the training of County employees and the review of documentation prior to submittal. The Contractor will work closely with the State Division of Emergency Management, FEMA and other applicable State and Federal Agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.
- i. **Work Sites:** The County will establish and approve all sites that the Contractor will be allowed to work. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. This condition of the work site shall be equal to or better than the original condition of the site.

- j. White goods: The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and local laws.
- k. Hazardous Stumps: The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the County. Stumps will be hauled to TDSRS where they shall be inspected and categorized by size.
- l. Clean Fill Dirt: The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction by the County. This clean fill dirt shall be compacted as directed by the County.
- m. Sand Screening: The Contractor shall screen beach sand to remove eligible debris deposited by an event. This includes the pickup of debris laden sand, hauling to a processing screen located at the beach, processing the sand through the screen and returning the clean sand to the beach as directed by the County. The debris shall be removed and hauled using the costs located in the debris removal from public property.
- n. Documentation and Recovery Process: Contractor will provide the following in addition to debris removal:
 - 1. Recovery process documentation- create recovery process documentation plan
 - 2. Maintain documentation of recovery process
 - 3. Provide written and oral status as requested by the County
 - 4. Review documentation for accuracy and quantity
 - 5. Assist in preparation of claim documentation

3. Special Considerations:

Hyde County is a unique geographic and demographic location. The permanent population is around 6,000. However, the seasonal population may easily double due to large numbers of tourist who visit Ocracoke Island. Large portions of several National Wildlife Refuges and part of the Cape Hatteras National Seashore are located in Hyde County. Major highways serving Hyde County include US 264, NC 12, NC 94, and NC 45. Three North Carolina ferry routes serve Ocracoke Island as the primary transportation access.

Neighboring Counties include Dare, Tyrrell, Beaufort, and Carteret, which are all prone to the effects of the same disasters that may happen to Hyde County. Due to the remoteness of all of Hyde County, public utility access is also limited and easily affected. Following natural and manmade disasters, electrical outages in Hyde County can easily exceed seven (7) days.

Vehicular access and debris removal service for Ocracoke Island require the use of the North Carolina Ferry System, a system that is subject to delay and termination during natural and manmade emergency events. Fee Schedule Two (2) should be completed factoring in Three (3) additional hours of travel time.

4. Requirements of Proposing Firms:

Insurance Requirements: The bidder who receives the award for Debris Removal Services SHALL possess or obtain, and provide to the County, Certificates of Insurance for the following insurance coverages:

- **Workers' Compensation:** The firm or company shall provide coverage for its employees with all statutory workers' compensation limits, and no less than \$1,000,000.00 for Employer's Liability. The said coverage shall include a waiver of subrogation in favor of the County and its agents, employees, and officials.
- **Commercial General Liability:** The firm or company shall provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be no less than \$1,000,000.00 per occurrence, with an additional \$2,000,000.00 aggregate.

- Business Automobile Liability: The Firm or Company shall provide coverage for all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000.00 per occurrence, or Combined Single Limits or its equivalent.
- Professional Liability (Errors & Omissions): The Firm of Company shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate shall either apply separately to this contract or shall be at least twice the required limit per claim.

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor used. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent contractors' coverage, and the contractor shall be responsible for assuring that all subcontractors are properly insured.

The Contractor shall indemnify and hold harmless the County of Hyde and the local government's officers, agents, assigns, employees, and volunteers.

5. Bond Requirements:

A bid guarantee from each bidder equivalent to five percent (5%) of the bid price must be provided.

The bidder who receives the award for Debris Monitoring Services shall furnish and deliver to the County, within ten (10) days of Written Notice to Proceed, Payment and Performance Bonds covering payment for all materials and labor furnished or supplied in connection with the work included in this agreement.

The Payment and Performance Bonds shall be furnished on behalf of the company or firm, shall name Hyde County as the obligee, and shall be in an amount equal to one hundred percent (100%) of the contract price to ensure the successful performance of the terms and conditions of the contract. Such bond(s) shall be solely for the protection of County.

The Payment and Performance Bonds shall be issued by a surety of financial standing having a rating from A.M. Best Company equal to or better than "A" and must be included on the approved list of sureties issued by the United States Department of Treasury. The bonds shall remain in effect at least five (5) years after the date when final payment becomes due.

6. Record-Keeping Requirements:

The company or firm awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work resulting from the contract for a period of not less than five (5) years following the completion of the aforementioned contract.

The County shall have access to all records, documents, and information collected and/or maintained (printed, electronic, and/or digital) by the firm or company awarded this contract, or by any others involved in the administration of this agreement. This information shall be made, without restriction, available to the County at the awarded company or firm's place of business for the purposes of inspection, reproduction, or audit.

7. Additional Requirements:

The company or firm submitting a bid needs to thoroughly consider the County's unique circumstances when preparing a response to this request. A representative from the County would be happy to meet with any prospective contractor on these issues before the deadline, and we encourage site visits. The County utilizes five (5) temporary debris storage reduction sites (TDSRS) located throughout Hyde County and a regional landfill located at 1922 Republican Road, Aulander, NC 27805.

The successful contractor must have a representative present in the County's office or Emergency Operations Center (EOC) 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 the Notice to Proceed.

Required Information and Format

Section One (1):

A cover letter/executive summary describing the bidding firm including the name, address, phone number, fax number, and email address of the person or firm submitting the bid, as well as the name of the contact person for the firm and person authorized to contract for the firm.

Section Two (2):

A letter demonstrating the bidder's qualifications to meet the objectives of Hyde County, including a statement regarding the financial capability of the company, a description of the offices from which the subject services are rendered, the nature of the staff and equipment available for recovery projects and the timeframe needed to fully deploy needed resources to the affected area. This section should also include a description of any previous debris management work performed by the bidding firm to jurisdictions similar to Hyde County.

Section Three (3):

A statement describing the bidding firm's familiarity with the FEMA Public Assistance Program, including all applicable state and federal laws, rules, and regulations.

Section Four (4):

A statement outlining the bidding firm's willingness to use local contractors and their general plan to do so, as well as an explanation of how the firm plans to use women and minority-owned businesses in compliance with N.C.G.S. § 143-135.5 and a commitment to verify that all the firm's employees and subcontractors have authorization to work in the United States of America, as mandated by in compliance with N.C.G.S. § 143-133.3.

Section Five (5):

A list of references for disaster-specific experience over the last seven (7) years, including the name of the client, a current contact person with phone or email information for the client, the size of each project, and the response time. There should also be a list of all lawsuits the firm has been a party to in the last seven (7) years, or if none, a statement to that effect.

Section Six (6):

Provide a debris management plan that is applicable to the scope of work provided by this REQUEST. This section should also contain completed copies of all the attachments included within this REQUEST.

Basis for Award

The primary basis for awarding of this contract will be to the lowest bidder who is both responsive and responsible, as defined below. The lowest bidder will be determined by applying the fee schedule to the amount of debris handled during the response to and recovery from Hurricane Irene in 2011. In the event that the lowest bidder is deemed to be deficient in one or both of the above requirements, the contract will be awarded to the next lowest bidder who meets both requirements.

1. Responsiveness

For a bid to be considered responsive, the bid packet shall be submitted to and received by the County by the date and time stated above. In addition, the bid packet shall contain all required components, including the documents found in Appendix A.

2. Responsibility

The bidder shall demonstrate that the firm has the technical capability to complete the tasks provided in the scope of work section of this document.

Furthermore, a responsible bidder will demonstrate previous experience by providing references who will be contacted to confirm the successful performance of duties.

Attachments

**Response Time Commitment
Non-Discrimination Statement
Drug-Free Workplace Form
Anti-Collusion Affidavit**

Attachment One (1): Response Time Commitment

As stated in the Request for Bid, the company or firm awarded the contract must, within thirty-six (36) hours of receiving Written Notification to Proceed, have a representative of the company present in the Hyde County Emergency Operations Center. Furthermore, as stated in the Request for Bid, the company or firm awarded the contract must, within forty-eight (48) hours of receiving Written Notification to Proceed have all necessary equipment and personnel stages and ready for mobilization.

The Firm / Company recognizes that pre-mobilization and resource staging may become necessary. We agree to response time commitment.

Signature	Name / Title	Date
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Attachment Two (2): Non-Discrimination Affidavit

The bidder certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to the County of Hyde or the performance of any contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, we acknowledge and warrant that this Company has been made aware of, understands and agrees to make a good faith effort to provide such companies with the maximum practicable opportunities to do business with this Company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling County of Hyde to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Signature	Name / Title	Date
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Attachment Four (4): Anti-Collusion Affidavit

**STATE OF NORTH CAROLINA
COUNTY OF HYDE**

_____, being first duly sworn deposes and says that:

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

_____ (SEAL)

_____ (TITLE)

Subscribed and sworn to before me, this the ___ day of _____, 2018.

Notary Public _____

County of _____, State of _____

My Commission expires: _____