

# REQUEST FOR PROPOSALS

## Pre-Event Disaster Recovery and Monitoring Assistance Following a Natural or Manmade Disaster



**ISSUED BY THE COUNTY OF ASHE**

Proposals to be submitted before: 10 a.m. on February 28, 2019  
**Envelope should be clearly marked "Pre-Event Disaster Recovery Assistance and Pre-Event  
Disater Monitoring Assistance"**

County of Ashe  
150 Government Circle Suite 2400  
Jefferson, NC 28640

**Notice to Proposers**

**Date:** January 30, 2019

**Request for Proposal**

**Pre-Event Disaster Recovery Assistance**

The County of Ashe is requesting proposals from qualified individuals/firms for the clean-up, demolition, removal, reduction and disposal of debris as directed by the County in order to provide disaster recovery services and associated disaster recovery monitoring services. There is no immediate cost to the County as this is a pre-event solicitation. This shall be a five-year contract utilized on an "as needed" basis with the option to renew for an additional five-year period upon the mutual consent of both parties.

Those individual/firms interested in being considered for this project are instructed to submit six (6) copies and one (1) original of their proposals, pertinent to this project prior to 10:00 AM on February 28, 2019, to the office of Ashe County Emergency Management, 150 Government Circle Suite 2400, Jefferson, NC 28640. Qualified responses will be reviewed and ranked by an evaluation committee. Those firms short-listed may be selected for interviews and shall be prepared to make scheduled presentation to a pre-appointed evaluation committee, if required.

Evaluation criteria will include but not be limited to: Compliance with Submission Requirements; Ability to Respond (includes Resources and Physical Assets), Qualifications and References, Fee Schedule, Key Staff and Approach including Management Systems/Reporting Systems/Training Manual, and Emergency Management Experience in North Carolina with similar events.

## I. Scope of Work

The County of Ashe is requesting proposals from experienced firms to enter into a pre-event contract at no immediate cost to the County for the following services. Contractors shall provide clean-up, demolition, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by the County in order to eliminate immediate threats to the public health and safety. Also required is the elimination of immediate threats of significant damage to improved public or private property and that which is considered essential to ensure economic recovery of the affected community. Contractors shall also provide disaster recovery technical program management assistance to County officials. Monitoring of the aforementioned services is also required. One or more proposers may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. Two separate contracts will be issued, one for a debris collection, removal, reduction and disposal contractor and the other for a separate contractor to perform monitoring of the physical work to ensure FEMA requirements are met. It is therefore recommended respondents should submit their proposals accordingly with a separate fee schedule for each service. It shall be understood that municipalities within the County be allowed to participate in any contract that may evolve from this RFQ by means of a Memorandum of Agreement with the County. This shall be a five-year contract utilized on an "as needed" basis with the option to renew for an additional five-year period upon the mutual consent of both parties.

The work to be undertaken includes, but is not limited to:

1. Emergency Road Clearance: Removal of debris from the secondary or non-FHWA transportation routes as directed by the County.
2. Debris Removal from Public Property: Removal of debris from public rights-of-way. 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.
3. 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.
4. 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, constructed by the contractor sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. The County may require additional inspection towers to improve traffic flow through the TDSRS, at no additional cost to the County. At a minimum the tower(s) shall be constructed as such; constructed of pressure treated wood, the floor elevation shall be 10 feet above the existing ground elevation, the floor area will be 8 ft. x 8ft., constructed with 2 x 8 joists, 16 inch O.C. with  $\frac{3}{4}$  inch plywood supported by 6 x 6 posts. A 42-inch high wall constructed with 2 x 4 studs and  $\frac{1}{2}$  inch plywood shall protect the perimeter of the floor. A corrugated tin roof or an approved equivalent shall cover the floor area. The roof shall allow a minimum of 6 ft. 6 inches of headroom below the support beams.

Access to the tower shall be by means of wooden steps with a handrail. All construction must comply with OSHA standards.

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.

5. 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.
6. Demolition of Hazardous or Condemned Structures that are a hazard to public health.
7. 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.
8. 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 TDSRS's. 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.
9. Load Tickets
  - a. A Load Ticket will be used for recording volumes of debris removed and processed.
  - b. At a minimum each ticket will contain the following information:
    - The County Debris Load Ticket (as a title)
    - Contractor Name
    - Ticket Number
    - Load Site Location
    - Date
    - Load Site Zone
    - Truck (Container) Number
    - Truck capacity in cubic yards
    - Truck driver's name
    - Total Debris Volume (Quantity)
    - Dump Site Name (Location)
    - Debris Classification (Vegetative, C&D, Mixed, Other)
    - Comment Section

- Verification Signature Lines (Load Site, Dump Site Monitors and Contractor)
- c. A Load Site Monitor will issue a load ticket to the hauler prior to departure from the loading site. Upon arrival at the dumpsite, the vehicle operator will give five copies to the County Disposal Site Monitor at the dumpsite, the County or its designated representative will validate, retain one copy and give one to the driver, and three copies to the contractor, (one copy for the sub-contractor and two copies for the prime contractor).
  - d. The Debris Removal Contractor will not be permitted to unload debris at a TDSRS without an approved Load Ticket that was supplied by their assigned monitor.
  - e. The contractor will not receive a Load Ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of the County.
  - f. The Debris Removal Contractor shall supply all Load Tickets for the use of tracking the loads into the TDSRS. The TDSRS Management Contractor shall supply all Load Tickets for the use of tracking final haul out of processed debris.
  - g. A Dump Site Monitor will determine the total cubic yards of material received by visual inspection of the load. Trucks with partial loads will be adjusted down during this visual inspection. Load measurements will be documented on Load Tickets.
  - h. The Contractor shall keep a daily updated log, in each TDSRS inspection tower, of all loads received, including the total volume of debris in each load.
  - i. The Contractor shall provide a copy of all daily log sheets at the end of each business day.
10. 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.
  11. Traffic Control: The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, and signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment require in other parts of the contract. At a minimum, one flag person shall be posted at each entrance to the work area to direct traffic.
  12. 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.
  13. 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.
  14. Clean Fill Dirt: Fill dirt shall be certified to be clean and free of contaminants. 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. The clean fill dirt shall be compacted as directed by the County.

15. Documentation and Recovery Process: Contractor will provide the following in addition to debris removal:
- a. Create recovery process documentation plan
  - b. Maintain documentation of recovery process
  - c. Provide written and oral status as requested by the County
  - d. Review documentation for accuracy and quantity
  - e. Assist in preparation of claim documentation

The costs associated with documentation and recovery process shall be included in the itemized pricing attachments (Attachments I & II). Proposer's shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope.

## **II Equipment Requirements**

All equipment supplied by the contractor must be in good operating condition with all maintenance provided to sustain this condition for the duration of the contract. Equipment designated for use under the contract must not be used for any other purposes while the contract period is in effect.

1. All trucks and other equipment must be in compliance with all Federal, State and Local rules and regulations.
2. Any equipment that is hauling debris to the TDSRS shall be capable of self-dumping or removing its load without assistance from other equipment.
3. All debris must be mechanically loaded. No hand loaded trucks or trailers will be allowed.
4. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed 13 feet 6 inches above the ground. All extensions are subject to the acceptance or rejection by the County.
5. Damaged sideboards must be repaired prior to arriving at the dumpsite.
6. All trucks utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity.
7. The Contractor prior to use will inspect all equipment to ensure all requirements are met and it is in good condition. The County reserves the right to refuse equipment that is deemed unsafe or inadequate.
8. All equipment used for hauling debris shall be measured and marked for its load capacity. The Contractor shall supply pre-approved measurement forms for each hauling container used under this contract.
9. Prior to commencing debris removal operations, the Contractor shall present to the County all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity based on the interior dimensions of the hauler's container, and rounded down to the nearest whole cubic yard.
10. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be uniquely numbered for identification with permanent marking.
11. Trucks and trailers designated for use under this contract shall be equipped with a placard on the driver's side of the hauling container. The placard shall state the Contractor's name, the

- Sub-Contractors name, individual and unique identification number and the total capacity in cubic yards of the hauling container. The Contractor shall furnish these signs. All signs shall be removed prior to performing work other than activities associated with this contract.
12. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large loading equipment (3CY and larger) and non-rubber tired equipment must be approved by the County.
  13. Hauling containers shall be a minimum of 15 cubic yards in volume unless approved by the County.
  14. Trailer type haulers shall be equipped with either tandem axles and/or dual tires, a minimum of four (4) tires are required on all trailers. The GVWR shall be a minimum of 10,000 lbs on all trailers. All trailers must have a legible manufacture's identification plate with ratings.
  15. Trucks or equipment that are designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

### **III. Other Requirements**

1. Licenses, Permits and Certificates: All licenses, permits and certificates required for and in connection with any and all parts of the work to be performed under the provisions of the Contract Documents shall be secured by the Contractor entirely at his/her expense.
2. Laws and Ordinances: The contract will be governed by North Carolina law. The Contractor shall obtain all necessary licenses and permits and keep necessary licenses up-to-date and provide necessary records as required.

### **Administrator**

The County Manager or his/her designee will be the Contract Administrator for this project.

### **IV. The County's Selection Committee**

Proposals will be evaluated by a project panel made up of staff from Ashe County Administration, Solid Waste, and Emergency Management. Each project panel member will review, evaluate and rank each proposal, entering this data into a relative matrix. Points will be assigned according to the matrix and the highest scoring proposals will be considered. If it is determined that a short list should be developed, interviews may be conducted with the top two or more firms. Final discussions will take place. At the conclusion of the evaluation process, the Panel will, in order of preference, conduct negotiations with the Offerors, starting with the highest ranked proposal and continuing until a contract, satisfactory to the County and possibly municipalities, is agreed upon. Award will be recommended for one or more Offerors.

All communications regarding this project, including questions related to this Request for Proposal, shall be submitted in writing to the Emergency Management Coordinator by 10:00 a.m. on February 28, 2019, to:

**Patty Gambill**  
**150 Government Circle Suite 2400**  
**Jefferson, NC 28640**

## **V. Submission Requirements**

1. To be considered submit one (1) original and six (6) complete copies in an 8'1/2" by 11" format.
2. Submission Deadline and Location: Proposals must be submitted to the Director of Emergency Management at the address listed below by 10:00 a.m. on October 6, 2011.

### **Ashe County Emergency Management**

**150 Government Circle Suite 2400**

**Jefferson, NC 28640**

#### 3. Required Information:

Please submit the following information in the order requested:

- a. Name, address, phone number, fax number, and e-mail address of the person or firm submitting the proposal. Provide the name of the contact person and person authorized to contract for the firm.
- b. The proposer's qualifications to meet the County's objectives and perform tasks listed in the proposal. This shall include the size of the firm, office location from which the service is being performed and nature of staff and equipment to be employed for each type of storm event.
- c. List of equipment available for recovery projects.
- d. List of all disaster specific experience within the last five (5) years, including response time, client, and contact person. The proposer should indicate, relative to response time:
  - The location of the Contractor's firm and equipment. In the case of a major disaster explain how quickly you could mobilize based on the severity of the disaster. Please indicate how your required equipment and personnel would be made available to the County.
  - Indicate and list any legal actions in the last five years.
- e. A debris management and response plan applicable for the scope of work.
- f. Pricing per Attachment I and Attachment II:
  - Pricing per Attachment I for Debris Removal, Reduction and Disposal
  - Equipment pricing per Attachment II for first 72 hours for Clearance, Demolition of Structures, TDRS Construction and Closure or other special work that may be required by the County.
- g. Minimum five letters of reference.

## **VI. Ashe County Insurance Requirements**

The Contractor shall procure, maintain and provide proof of: insurance coverages for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed on behalf of the county by the contractor, his agents, representatives, employees or subcontractors.



Proof of coverages as contained herein shall be submitted prior to the commencement of work and the contractor shall maintain such coverages for the duration of the contract period.

Minimum Insurance Coverage Limits:

- General Liability: \$2,000,000 combined single limits, \$1,000,000 annual aggregate (\$1,000,000 products and completed operations aggregate).
- Automobile Liability: \$1,000,000 combined single limits, \$1,000,000 annual aggregate.
- Workers Compensation: Statutory limit as required by the Workers Compensation Act of North Carolina. **All Contractors or Sub-Contractors regardless of the number of employees require Workers Compensation.**
- Professional Liability: \$1,000,000 combined single limit.
- Builders Risk: Contractor to decide amount of coverage needed for the project materials.

The Contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.

The Contractor shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.

All coverages for Sub-Contractors of the Contractor shall be subject to all of the requirements stated herein.

Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County; it's officers/officials, agents, employees and volunteers.

The insurer shall agree to waive all rights of subrogation against the County; it's officers/officials, agents, employees or volunteers for any act, omission or condition of premises, which the parties may be held liable by reason of negligence.

The Contractor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf.

All insurance shall be placed with insurers licensed for business in North Carolina and maintaining an A.M. Best rating of no less than A-.

All insurance policies shall be in effect for the duration of the project and shall be written on an occurrence basis. No claims-made policies will be accepted.

The Contractor shall indemnify and hold harmless the County of Ashe, its officers/officials, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting therefrom, and (2) is caused in whole or part by any negligent act or omission of the Contractor, any Sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

## **RISK CONTROL**

The Contractor shall be required to comply with all state, federal, and laws, regulations, and industry standard, or practices regarding safety of employees, the general public, and protection of physical property.

All Sub-Contractors shall be subject to the same requirements.

The Contractor shall be responsible for self-inspection, as well as the inspection of all subcontractors to ensure compliance.

Any inspection of the operations of the Contractor or any subcontractor by the County or by any agent, employee or official of the County shall be done so to ensure compliance to the contract only. No inspection should be construed as a warranty of the operations of contractors and subcontractors.

The Contractor shall be solely responsible for the inspection and compliance of all operations.

The County maintains the right to require the Contractor to take corrective action regarding any hazard or potential hazard identified either by the Contractor or the County.

Failure to comply with these requirements or take any necessary corrective action may constitute reason for cancellation of the contract.

### **VII. Limitation**

1. This request does not commit the County to the award of a contract, or to pay any costs incurred in the preparation of a response to this request.
2. The County may or may not require the prospective proposer to participate in negotiations and to submit additional technical information or other revisions to their proposal as may result from the negotiations.
3. The County reserves the right to reject any or all proposals, to waive informalities, to request additional information, and to award a contract deemed most advantageous for the County.

### **VIII. Minimum Requirements of Proposer:**

1. Proposals shall be considered only from firms normally engaged in performing the type of work specified with this Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the proposer, the Evaluation Selection Committee shall determine whether the evidence of responsibility and ability to perform is satisfactory. The Evaluation Committee reserves the right to reject any or all proposals.
2. Previous experience in the performance of projects of a similar nature sufficient to ensure timely and efficient completion of any disaster project.

3. The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience to undertake the services required within reasonable time.
4. The proposer shall be an equal employment opportunity employer and shall adhere to any local, state, or federal affirmative action requirements.
5. Proposer to provide 5% payment and performance bonds upon activation of contract.

## **IX. Criteria for Evaluation and Award**

The successful Proposer will be selected based upon the best response offered to the County. Proposers may be requested to give an oral presentation after submission of responses, should the County find it necessary to determine which is the best received.

The following criteria will be utilized in the order shown by level of importance (greatest importance listed first, etc.) to select the consultant awarded this contract

1. Ability to Respond
  - a. List of all disaster specific experience within the last five (5) years, including response time, client, and contact person. The proposer should indicate, relative to response time.
  - b. The location of the Contractor's firm and equipment. In the case of a major disaster explain how quickly you could mobilize based on the severity of the disaster. Please indicate how your required equipment and personnel would be made available to Ashe County.
  - c. How will you make the determination of need for additional help from outside contractors?
  - d. How would you recruit, train and retain local contractors?
2. Qualifications of the Firm
  - a. Provide a description and history of the firm focusing on previous governmental experience.
    - Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
    - Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
    - Recent experience managing disaster recovery operations including, but not limited to: Right-of-Way clearing, Vegetative materials removal, Operation of Temporary Debris Storage and Reduction Sites (TDSRS), Right-of-Entry debris removal, C&D debris separation and removal, and debris monitoring.
  - b. Provide at least five (5) references for which the firm has performed services within the past two (2) years that are similar to the requirements in the Scope of Services. Two of the references shall be from government entities for hurricane debris monitoring experience involving a minimum of 2,000,000 cubic yards of debris; the remaining three shall be from government entities involving ice storm and/or tornado events. Provide the

reference contact name, address, e-mail address, telephone numbers and date of the contract.

### 3. Cost Proposal

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the cubic yard rates submitted on the cost proposal form for the labor positions listed. All non-labor projected costs will be billed to the County at cost without markup pricing per Attachment I and II.

- a. Pricing per Attachment I for Debris Removal, Reduction and Disposal.
- b. Equipment pricing per Attachment II for first 72 hours for Clearance, Demolition of Structures, TDSRS Construction and Closure or other special work that may be required by the County.
- c. Monitoring services, per Attachment III

### 4. Key Staff Qualifications and Management Systems

Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, data manager, etc.) must be full time employees of the proposing firm and have experience in the following:

- a. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing hurricane debris monitoring for at least two government entities involving a minimum of 2,000,000 cubic yards of debris for each client. Experience shall also be demonstrated with at least three governmental agencies involving ice storm and/or tornado debris management.
- b. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- c. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, roadways clean-up and reimbursement, FEMA appeals processing, hauler invoice reconciliation and contracting and management of TDSRS.
- d. Provide a description of the Proposer's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the County. Provide a copy of Proposer's internal training program. Provide under separate cover the Proposers training manual.

### 5. Emergency Planning and Management Experience in NC

Provide a history of any experience in disaster management within North Carolina that was performed in conjunction with North Carolina Emergency Management or North Carolina Department of Transportation. Please indicate the following:

- a. The type, magnitude and location of the event along with the scope of the firm's involvement
- b. The professional relationship between firm's management and key staff with NCEM officials.

- c. Provide contact information for those officials with whom a working relationship has been established.

6. Equal Opportunity

In an effort to provide Minority and Women owned Business Enterprises (MWBE) with equal opportunity for participating in selling goods and services to the County, proposers are required to make a Good Faith Effort to subcontract, where applicable, with or to purchase supplies from MWBEs. Proposers are required to submit documentation of efforts to contact Historically Underutilized Businesses via the HUB vendor search for subcontractors as available: <https://www.ips.state.nc.us/vendor/searchvendor.aspx?t-h>

Evaluation Criteria: Submitted proposals will be evaluated and scored based upon the following criteria:

<b>Criteria</b>	<b>Points Assigned</b>
Credentials	10
Expertise of Designated Staff	10
Past Performance	15
Managerial Capabilities	15
References	15
Services to be provided	15
Price Proposals	20
Total Points	100

**X. Incurred Expenses**

The County is not responsible for any expenses, which proposers may incur in the preparation and submittal of proposals requested by this RFP, including but not limited to, costs associated with travel, accommodations, interviews, or presentations of proposals.

## **DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with the requirements set forth within Ashe County Request for Proposal Pre-Event Disaster Recovery Assistance dated \_\_\_\_\_, 2019 hereby certifies that

\_\_\_\_\_ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
**PROPOSER'S SIGNATURE**

\_\_\_\_\_  
**DATE**

ANTI-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA  
COUNTY OF ASHE

\_\_\_\_\_, being first duly sworn deposes and says that:

1. He is the \_\_\_\_\_ of \_\_\_\_\_ attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, owners, agents, representatives, employees or parties in 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 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 \_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

County of \_\_\_\_\_, NC

My Commission expires \_\_\_\_\_

## ATTACHMENT I

### DEBRIS REMOVAL, PROCESSING AND DISPOSAL

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Mobilization and Demobilization (Lump Sum)		Lump Sum
2	Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) (Notes 1 & 3)		CY
3	Management of Temporary Debris Storage and Reduction Site (Note 3)		CY
4	Haul Reduced Debris to Final Disposal Site (Notes 1, 2 & 4)		CY
5	Debris Removal from Public Property and Hauling Directly to Final Disposal Site (Notes 1, 2 & 3)		CY
6	Processing (Grinding) of Debris at TDSRS		CY
7	Processing (Open Burning) of Debris at TDSRS		CY
8	Processing (Burning) of Debris at TDSRS using Air Curtain Incinerators		CY
9	Pick Up and Disposal of Hazardous Material		LB
10	Dead Animal Collection, Transportation and Disposal		LB
11	Pick Up and Haul of White Goods to Disposal Site within the County		UNIT
12	Freon Management and Recycling		UNIT
13	FEMA Eligible Hazardous Stump Removal & Hauling from Trees Growing on Right-of-Way		
	6 inch diameter to 11.99 inch diameter		STUMP
	12 inch diameter to 23.99 inch diameter		STUMP
	24 inch diameter to 47.99 inch diameter		STUMP
	48 inch diameter and greater		STUMP
All stumps that are brought to right-of-way by citizens will be hauled as regular debris per the enclosed FEMA stump conversion chart – EXHIBIT A			
The following items shall be billed on a time and material basis according to the attached equipment schedules.			
<b>Debris will be placed on right-of-way and disposed of under items 2 – 9.</b>			
14	Emergency Road Clearance		CY
15	Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way)		CY
16	Leaning Trees/Hanging Limbs (see exhibit B)		UNIT
17	Demolition of Structures		CY
18	Marine Debris Removal		UNIT
19	Pre-event training for County personnel		Hourly
20	Ice, potable water, emergency generators and other emergency supplies		Cost +
21	Fill, culverts and rock for TDSRS construction and maintenance		At cost

**NOTES:**1. These prices assume final disposal sites are within 30 miles. If this is not the case, prices will be negotiated based on \$\_\_\_\_\_ per cubic yard per mile over 30 miles.

2. The Contractor will pay tipping fee at final disposal site(s) and back charge County at cost.

3. Invoices to be based on incoming load tickets.

4. Invoices to be based on outgoing load tickets.

5. For a multi-year contract, the above prices would be adjusted on the anniversary date of the contract according a percentage equal to the percent change in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

\* Per the statement above items 17,18,20 and 21 cannot be priced at this time. These items can be priced after contract award with both parties in agreement.



**EXHIBIT A**

**Stump Conversion Table  
Diameter to Volume Capacity**

The qualification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricane Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards.

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31”

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	1.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

**EXHIBIT B**

**Leaning and Damaged Trees  
Hanging Limbs**

<b>Description</b>	<b>Size</b>	<b>Cost</b>
Leaning and damaged tree	< 12 inches	
Leaning and damaged tree	>12 inches <24 inches	
Leaning and damaged tree	>24 inches < 48 inches	
Leaning and damaged tree Hanging limbs per tree	> 48 inches	

## ATTACHMENT II

### EQUIPMENT RATES\*

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	
JD 644 Wheel Loader with debris grapple	Hour	
Extendaboom Forklift with debris grapple	Hour	
753 Bobcat Skid Steer Loader with debris grapple	Hour	
753 Bobcat Skid Steer Loader with bucket	Hour	
753 Bobcat Skid Steer Loader with street Sweeper	Hour	
30-50 HP Farm Tractor with box blade or rake	Hour	
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	
3-4 Cu.Yd. Articulated Loader with bucket	Hour	
JD 648E Log Skidder or equivalent	Hour	
CAT D4 Dozer	Hour	
CAT D6 Dozer	Hour	
CAT D8 Dozer	Hour	
CAT 125 – 140 HP Motor Grader	Hour	
JD 690 Trackhoe with debris grapple	Hour	
JD 690 Trackhoe with bucket & thumb	Hour	
Rubber Tired Trackhoe with debris grapple	Hour	
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	
Rubber Tired Excavator with debris grapple	Hour	
210 Prentiss Knuckleboom with debris grapple	Hour	
Self-Loader Scraper Cat 623 or equivalent	Hour	
Hand Fed Debris Chipper	Hour	
300 – 400 Tub Grinder	Hour	
800 – 1,000 HP Diamond Z Tub Grinder	Hour	
30 Ton Crane	Hour	
50 Tone Crane	Hour	
100 Ton Crane (8 hour minimum)	Hour	
40-60' Bucket Truck	Hour	
Service Truck	Hour	
Water Truck	Hour	
Portable Light Plant	Hour	
Equipment Transports	Hour	
Pickup Truck, Unmanned	Hour	
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	
Trailer Dump, 24 – 40 Cu.Yd.	Hour	
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	
Power Screen	Hour	
Stacking Conveyor	Hour	
Off Road Trucks	Hour	

\*Contractor may use other equipment brands equivalent to the above named equipment capacity and size.

**ATTACHMENT III, MONITORING COSTS**

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the County at cost without mark-up.

<b>POSITIONS</b>	<b>HOURLY RATES</b>
Project Manager	\$_____
Operations Managers	\$_____
Scheduler/Expeditors	\$_____
GIS Analyst	\$_____
Field Supervisors	\$_____
Debris Site/Tower Monitors	\$_____
Environmental Specialist	\$_____
Project Inspectors (Citizen Drop-Off Site Monitors)	\$_____
Load Ticket Data Entry Clerks (QA/QC)	\$_____
Billing/Invoice Analysts	\$_____
Administrative Assistants	\$_____
Field Coordinators (Crew Monitors)	\$_____
<b>TOTAL</b>	<b>\$_____</b>

**OTHER REQUIRED POSITIONS**

Proposer may include other positions, with hourly rates, as needed.