

**REQUEST FOR PROPOSALS
FOR
DEBRIS MONITORING AND RECOVERY SERVICES**

RFP # 20-001



**REQUEST FOR PROPOSALS
FOR
DEBRIS MONITORING AND RECOVERY SERVICES**

RFP # 20-001

To: All Proposers

From: Samuel J. Kornegay

Tel: (252) 559-1911

Title: Deputy Director – EM Division

Email: skornegay@co.lenoir.nc.us

Re: Debris Monitoring & Recovery Services

Lenoir County is soliciting proposals for Debris Monitoring and Recovering Services. Instructions for preparation and submission of a proposal are contained in this package.

All proposals are due no later **April 10, 2020 at 05:00pm**. Proposals shall be enclosed in a sealed envelope or package, addressed to:

Lenoir County Emergency Services
Attn: Samuel Kornegay
P. O. Box 3289
Kinston, NC 28502

OR

Proposals can also be hand delivered between the hours of 08:00am-05:00pm Monday Thru Friday to:

Lenoir County Emergency Services
Attn: Samuel Kornegay
200 Rhodes Ave
Kinston, NC 28501

The name and address of the prospective Contractor, and the title “**RFP # 20–001-Debris Monitoring and Recovery Services**” shall be placed in the outside of the envelope. All items required for a response Proposal shall be included. It is the responsibility of the Proposer to ensure that the Proposal Package is complete and received at the proper time.

Lenoir County Emergency Services reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing contractors, and to waive any informalities, defects, or irregularities in any proposal, and to accept the proposal or proposals, which in the judgment of the proper officials, is in the best interest on the county.

We appreciate each firm’s interest and attention to this matter.

**REQUEST FOR PROPOSALS
FOR
DEBRIS MONITORING AND RECOVERY SERVICES**

PURPOSE AND GENERAL INFORMATION:

Lenoir County is soliciting sealed proposals to provide Disaster Management and Recovery Monitoring Services during natural disasters. Lenoir County is seeking to enter a contractual agreement with a firm to provide the services contained within this RFP.

Lenoir County is located in the Eastern Coastal Region of the North Carolina. The population as of the 2010 census was 59,495 people. Lenoir County consists of 402 square miles of area to include three municipalities: City of Kinston, Town of Pink Hill, Town of LaGrange

SECTION 1

INFORMATION & INSTRUCTIONS

INSTRUCTIONS TO PROPOSERS:

- 1) It is the sole responsibility of the proposer to ensure that his or her Proposal reaches the County. The time and date for receipt of proposals will be scrupulously observed. The County shall not be responsible for late deliveries, mail delays, or email failure. All proposals will be opened publicly.

- 2) The complete original proposal and four (4) copies must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be marked title **“RFP # 20-001-Debris Monitoring and Recovery Services.”** Proposers shall file all documents necessary to support their proposals and include them with their proposals. Proposers shall be responsible for the actual delivery of proposals during the business hours to the address indicated in the cover letter. It shall **NOT** be sufficient to show the proposal was mailed in time to be received before scheduled closing time.

QUALIFICATIONS OF THE FIRM

PROPOSAL FORMAT:

Proposers should include with their proposal the following:

- 1) Proposers must succinctly respond in the format delineated below. Elaborate, irrelevant, or otherwise unnecessary information will not be considered.

- 2) The following information shall be tabbed to identify the required information. Failure to submit this information will render your proposal non-responsive.

QUALIFICATIONS OF THE FIRM:

- 1) Provide a description and history of the firm focusing on previous governmental experience. Only past experience as the prime contractor with local governments will be considered. Personal qualifications of staff with past debris monitoring experience will not be considered unless the services were part of the prime contract between the Proposer and the local government. State and federal contracts that do not reflect direct contractual obligations to perform services on behalf of the sub-grantee will not be considered to be past local government experience. Firm qualifications must include, at minimum, the following:
 - a) Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
 - b) Documented knowledge and experience coordinating with Federal, State and Local emergency agencies.
 - c) Experience representing local governments with various state and federal funding sources and reimbursement processes, including Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), and Natural Resources conservation Services (NRCS).
 - d) Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.
 - e) Provide at least three references for which the firm has performed services within the past five (5) years that are similar to the requirements in the Scope of Services. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.
 - f) Demonstrate at least (5) five years of experience in debris management with state and local entities. Each occurrence must demonstrate the ability to manage at least 500,000 cubic yards of debris.

QUALIFICATIONS OF STAFF:

- 1) 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, working for the Proposer, in the following:
 - a) Experience demonstrating current capacity and current expertise in debris removal, solid

waste and hazardous waste management and disposal.

- 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, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

TECHNICAL APPROACH:

- 1. 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.

COST PROPOSAL:

- 1. Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly 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.
- 2. It is the sole responsibility of the PROPOSER to assure they have received the entire Request for Proposal.
- 3. The bid package constitutes the entire set of bid instructions to the bidder. The County shall not be responsible for any other instructions, verbal or written, made by anyone.
- 4. Any changes to the specifications will be in the form of an addendum which will be sent to all known bidders.
- 5. Bidders must acknowledge receipt of all addenda issued when submitting their bid.
- 6. Bidders who fail to acknowledge receipt of all addenda will **BE DEEMED NONRESPONSIVE AND THEIR BID REJECTED. IF APPLICABLE, ATTACH A COPY OF EACH ADDENDUM TO YOUR BID PROPOSAL FORMS.**
- 7. No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on Lenoir County. No employee of Lenoir County is authorized to interpret any portion of this RFP or give information as to be the requirements of this RFP in addition to that contained in or amended to this written RFP document.
- 8. **Right of rejection and Clarification:** Lenoir County reserves the right to reject any and

proposals and to request clarification of information from any proposer. There is no obligation for Lenoir County to enter into a contract on the basis of any proposal submitted in response to this document.

9. **Request for Additional Information:** Prior to the final selection, proposers may be required to submit additional information to make oral presentation for which the county may deem necessary to further evaluate the proposer’s qualifications.
10. **Denial of Reimbursement:** Lenoir County will not reimburse proposers for any cost associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.
11. **Gratuity Prohibition:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any officials, employees, or agent of Lenoir County for the purpose of influencing consideration of this proposal.
12. **Right of Withdrawal:** The proposer has the right to withdraw his/her proposal at any time before the closing date of the application process.
13. **Right of Negotiation:** Lenoir County reserves the right to negotiate with the selected proposer, the exact terms and conditions of the contract.
14. **Exceptions to the RFP:** Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for Lenoir County and a description of the advantage to be gained or disadvantages to be incurred by the county as a result of these exceptions.
15. **Indemnification:** Proposers, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expense, including attorney fees, and otherwise hold harmless Lenoir County, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services.
16. **Rights to Submitted Material:** All proposals, response, inquires, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall be the property of Lenoir County when received.
17. **Basis of Award:** Proposals will be evaluated according to the following criteria at a minimum:

Qualifications of firm and staff	30
Technical Approach	20
Cost Proposal	50
TOTAL	100

18. **Copies:** An original and four (4) copies of the proposal and supporting documents must be submitted in response to the RFP.
19. **Contacts:** Proposers must submit proposals in accordance with the instructions contained in this RFP: All requested information must be submitted with the proposal. Instructions for preparation and submission of proposal are contained in this package.
20. All inquiries, requests for interpretations, technical questions, clarifications, or additional information shall be in writing and directed to Samuel Kornegay by emailing skornegay@co.lenoir.nc.us or faxing (252) 559-6152. All questions shall be received no later than April 3, 2020 at 05:00pm.

CONTRACT:

1. The contract between Lenoir County and the contractor shall consist of:
 - (a) The Request for Proposal (RFP) and any amendments thereto, and
The proposal submitted by the contractor in response to the RFP.
 - (b) In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern.
 - (c) However, Lenoir County reserves the right to clarify any contractual relationship in writing with the concurrence of the proposer, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the service provider's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.
 - (d) **Contract Terms:** The initial term of contract shall be for a period of (3) three years. The County reserves the right to renew the contract on an annual basis for up to (2) two additional years upon agreement of both parties.
 - (e) **Termination of Contract:** At any time, Lenoir County can terminate contract without notice.
 - (f) **Compliance with Laws:** In connection with furnishing of supplies or performance of work under the contract, the provider agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
 - (g) **Minority/Women Business Enterprise (MWBE) Policy:** It is the policy of the

County to provide minority and women owned business enterprises with equal opportunity for participating in selling goods and services to Lenoir County. Proposers are required to make Good Faith Efforts to subcontract, where applicable, with or purchase supplies from MWBEs.

- (h) The proposer shall keep records of such efforts that are adequate to permit a determination of compliance with this requirement.
- (i) The proposer shall also submit the attached notice of non-discrimination with their proposal.

INSURANCE REQUIREMENTS:

1. Before commencing any work, the Contractor shall procure insurance in the contractor's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in Section 1. Minimum Scope and Limits of Insurance. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

Minimum Scope and Limits of Insurance

COMMERCIAL GENERAL LIABILITY:

1. Contractor shall maintain Commercial General Liability and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.
2. CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or is equivalent and shall cover the liability arising from the premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
3. County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 or CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the contractor; premises owned, leased or used by the contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope

or protection afforded to County, its officers, officials, agents, and employees.

4. There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured's work, when those exposures exist.
5. Contractor shall maintain CGL and, if necessary Commercial Umbrella Liability insurance, both applicable to liability arising out of the contractor's completed operations with a limit of not less than \$1,000,000 each occurrence for at least (3) three years following substantial completion of the work.
6. The Contractor's Commercial General Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and no contribute with the contractor's insurance.

WORKERS' COMPENSATION AND EMPLOYEES LIABILITY:

1. Contractors shall maintain workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.
2. The Employer's liability, and if necessary, Commercial Umbrella Liability Insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.
3. The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from work performed by the contractor for the County.

BUSINESS AUTO LIABILITY:

1. Contractor shall maintain Business Auto Liability and, if necessary Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.
2. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.
3. Business Auto Coverage shall be written on ISO form CA 00 01, or a substitute form

providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

4. Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached when those exposures exist.
5. The contractors Business Auto Liability insurance shall be primary as County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, and employees shall be excess of and not contribute with the contractor's insurance.

ENVIRONMENTAL PROFESSIONAL LIABILITY INSURANCE:

1. Contractor shall maintain in force for the duration of this contract errors and omissions liability insurance appropriate to the contractor's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the contractor's service as defined in the contract. Coverage shall be written subjects to limits of not less than \$1,000,000 per loss.
2. Insurance as required in paragraph above may not exclude:
 - a) Bodily injury;
 - b) Property damage done by contractor to state or personal property;
 - c) Pollution conditions arising out of environmental work;
 - d) Asbestos-related claims;
 - e) Testing monitoring, measures operations, or laboratory analyses;
3. Liability arising out of the operations of a treatment facility if such operation is required within the scope of the contractor's services as defined in this contract.
4. If covered required in paragraph 1 above is written on a claim-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is complete.
5. A policy providing both contractors pollution legal liability and professional errors and omissions coverage shall be acceptable in meeting the requirements of paragraph 1 through 4 above, provided that the limits of such combined policy are at least \$2,000,000 per loss and \$4,000,000 aggregate.

DEDUCTIBLES AND SELF-INSURED RETENTIONS:

1. Any deductible or self-insured retention must be declared to and approved by County. At the options of County, either the insurer shall reduce or eliminate such deductible or self-insured retentions as respects County, its officers, officials, agents, or employees; or the contractor shall produce a bond guaranteeing payment deductibles or self-insured retentions.
2. The contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not County is an insured under the policy.

MISCELLANEOUS INSURANCE PROVISIONS:

1. The policies are to contain, or be endorsed to contain, the following provisions:
2. Any failure to comply with reporting provisions of the policies listed in Section 1. shall not affect coverage provided to County, its officers, officials, agents and employees.
3. Each insurance policy required by this contact shall be endorsed to state that coverage shall not canceled by either party except after 30 days prior written notice has been given to County, P.O. Box 3289 Kinston NC 28502.
4. If contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

ACCEPTABILITY OF INSURANCE:

1. Insurance is to be placed with insurers licensed to do business in the State of North Carolina with A.M. Best ratings of no less than A VII unless specific approval has been granted by County.

EVIDENCE OF INSURANCE:

1. The contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and therefore upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.
2. Evidence of additional insured shall be noted on the certificate of insurance as per requirements in Section 1.
3. With respects to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to County with final application payment and therefore upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

SUBCONTRACTORS:

1. Contractors shall include all subcontractors are insureds under its policy or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent contractor's coverage, and the contractor shall be responsible for assuring that all subcontractors are properly insured.

CONDITIONS:

1. The insurance required for this contract must be on forms acceptable to County.
2. Where circumstances warrant, County may, at its discretion subject to acceptance by County accept letters of credit or custodial accounts in lieu of specific insurance requirements.
3. The contractor shall provide that the insurance contributing to satisfaction of insurance requirements in Section 1 minimum scope and insurance requirements shall not be canceled, terminated or modified by the contractor without prior written approval of County.
4. The contractor shall promptly notify County of any accidents arising in the course of operations under the contract causing bodily injury or property damage.
5. County reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
6. By requiring insurance herein, County does not represent the coverage and limits will necessary be adequate to protect the Contractor and such coverage and limits shall not be deemed as limitation of contractor's liability under the indemnities granted to County in this contract.
7. If contractor fails to maintain the insurance as set forth herein, County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.
8. The contractor or his engineer may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.
9. County shall have the right, but not the obligation of prohibiting Contractor or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by County.

TECHNICAL APPROACH:

1. 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.

COST PROPOSAL:

1. Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. Meals shall be based on North Carolina State per diem; any other direct project cost (e.g., load tickets, communications, equipment rental, etc.) will be billed to the County at cost **without** markup.

PERFORMANCE AND PAYMENT BONDS:

1. Contractors shall furnish and deliver to the County a Payment Bond and a Performance Bond covering the faithful performance and completion of the work included in this agreement and payment for all materials and labor furnished or supplied in connection with the work included in this agreement.
2. Said bonds shall be issued and furnished to county within (7) seven days of written Notice to Proceed. As the contract is on a standby emergency basis, the County must be certain that the Contractor has the capability to obtain, within a few days, in the face of a major disaster, a surety bond to cover the extensive emergency work which may be required and which work must be initiated almost immediately. Therefore, to ensure such capability, the County requires the Contractor to provide a signed letter of commitment from their surety company meeting the requirements delineated above, with their proposal in the form and containing the required terms and conditions set forth herein.
3. Each of the Payment Bonds and Performance Bond shall be furnished on behalf of the Contractor, shall name Lenoir County 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.
4. The Payment Bond and Performance Bond 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 approval list of sureties issued by the United States Department of Treasury.
5. The bond shall remain in effect at least five (5) years after the date when final payment becomes due.
6. The surety bond must be in the form set forth in NCGS 44A-33, without any variations there

from.

7. The Contractor shall provide surety bond wherein surety waives notice of any and all modifications, omissions, additions, changes and 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.
8. The surety bond must set forth no requirement that suit be initiated prior the time stipulated in applicable North Carolina Statutes of Limitation.

SECTION II SCOPE OF WORK

PURPOSE:

Lenoir County is soliciting sealed proposals to provide Disaster Management and Recovery Services during a declared emergency activation.

BACKGROUND:

The County requires disaster management, recovery, and consulting services to support the oversight and management of debris recovery contractors. As such, the Consultant should be capable of providing a range of related services as needed and ordered by the County. Other services may include, but not limited to, facilitating communication with FEMA, FHWA, State of North Carolina and other state and federal agencies, coordination with state insurance representatives, grant funding, and reimbursement services.

SCOPE:

DISASTER DEBRIS MONITORING SERVICES:

1. The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas, waterways, and other public, eligible, or designated areas. Specific services may include:
 - a) Coordinating daily briefings, work progress, staffing, and other key items with the County.
 - b) Selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and any other permitting/regulatory issues if necessary.
 - c) Scheduling work for all team members and contractors on a daily basis.
 - d) Hiring, scheduling, and managing field staff.
 - e) Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency as well as speed up recovery work and assure all debris removal work meets FEMA eligibility guidelines.
 - f) Assisting the County with responding to public concerns and comments.
 - g) Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring. Photos and measurement forms with copy of drivers driving license number on each vehicle.
 - h) Entering load tickets into a database application.

- i) Digitization of source documentation (such as load tickets).
- j) Developing daily operational reports to keep the County informed of work progress.
- k) Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
- l) Pertinent report preparation required for project worksheets for FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.
- m) Final report and appeal preparation and assistance.
- n) Disaster related damage assessment and reconstruction services, as needed.

SECTION III

COST PROPOSAL FORM

RFP # 20-001

I have read and understand the requirements of this proposal and agree to provide the required services in accordance with this proposal and all attachments, exhibits etc. I agree to furnish the services as described in RFP except where specific exceptions have been taken.

I certify that this proposal is made without prior understanding, agreement or connection with any corporation firm, or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage award. I agree to abide by all conditions of this proposal ad certify that I am authorized to sign this proposal.

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**.

POSITIONS

HOURLY RATES

Project Manager	\$_____
Operations Managers	\$_____
Field Supervisors	\$_____
Debris Site/Tower Monitors	\$_____
Environmental Specialist	\$_____
Project Inspectors (Citizen Drop-Off Site Monitors)	\$_____
Field Coordinators (Crew Monitors)	\$_____
Load Ticket Data Entry Clerks (QA/QC)	\$_____
Billing/Invoice Analysts	\$_____

OTHER REQUIRED POSITIONS

Proposer may include other positions, with hourly rates and attach a job description for each position.

ATTACHMENTS TO BID

- 1. As required in the Bid Package, the bidder shall attach the following to the bid:
 - a. Bond Commitment Letter
 - b. Exceptions to bid (if any)
 - c. Certificate of Insurance
 - d. Non-Discrimination Statement

NOTICE TO PROCEED

The undersigned, if deemed to be the successful Proposer, agrees to execute a contract with Lenoir County in the form specified after the approval and award by Lenoir County and to begin the process of providing the **DEBRIS MONITORING AND RECOVERY SERVICES** as specified in this proposal upon receipt of a fully executed contract, and issuance of a Notice to Proceed and Purchase Order issued by the County.

Addendum

Receipt of the following Addendum is acknowledged and attached:

Addendum No. _____ Date _____, 2015

Addendum No. _____ Date _____, 2015

Submitted by: _____

Title: _____

Authorized Signature: _____

Company Name (Print): _____

Company Address (Print): _____

City, State, Zip Code (Print): _____

Phone Number: _____

Email: _____

NON-DISCRIMINATION STATEMENT

The proposer certifies that:

No person shall be excluded from participating in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any proposal submitted to Lenoir County or the performance and any contract resulting therefrom;

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;

In connection herewith, we acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

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;

That the promise s of non-discrimination as made and set forth herein shall be hereby deemed to be made as part of and incorporated by reference into any contract or portion therefore which this company may hereafter obtain and;

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 Lenoir County to declare the contract in default and to exercise and any all applicable rights and remedies including but not limited to cancellation of the contract, opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Printed Name: _____

Signature: _____

SAMPLE BOND COMMITMENT LETTER

This is an example of an acceptable commitment letter. The letter must be issued and signed by the Surety Company, not the Agent, and must be submitted with the proposal.

Re: Surety Bond Commitment

Standby Contract for Debris Monitoring and Recovery Services

Dear _____,

I pleased to advise you that we have approved in principle a \$\$\$\$\$\$ performance and payment bond for your company for the benefit of **Lenoir County**. The performance and payment bond will be for the successful contract completion of the work set forth in that solicitation **RFP # 20-001 for a Standby Contract for Debris Monitoring and Recovery Services**.

Our company is a surety or insurance company currently listed on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, with at least an A-rating in the latest printing of the A.M. Best's Key Rating guide to write individual bonds up to (10) ten percent of policyholders' surplus as shown in the A.M. Best's key rating guide and is licensed to issue surety bonds in the State of North Carolina.

If you are the successful proposer on this contract, the performance and payment bond will be issued within (7) seven days of written notification from the Owner. The bond will be issued for the total amount of the estimated value of the contract up to \$\$\$\$\$\$.

This letter constitutes our commitment based upon information and documentation you have submitted. Any obligation to issue the performance and payment bond will arise only upon the satisfactory preparation, execution and delivery of documentation in form and substance satisfactory to our company. This commitment is valid for a period of fourteen months from the date hereof.

Sincerely,

Name

Title, Insurance, Surety Company