

Pamlico County



**REQUEST FOR PROPOSAL AND
SPECIFICATIONS FOR**

HAZARDOUS TREE ABATEMENT

PROPOSAL OPENING DATE: Tuesday, October 23, 2018, 2:00 p.m. EDT

Pamlico County – Administration Building

302 Main Street – P.O. Box 776

Bayboro, NC 28515

ADVERTISEMENT
REQUEST FOR PROPOSALS
HAZARDOUS TREE ABATEMENT

The County of Pamlico requests proposals from qualified firm(s) with experience, manpower, and equipment to provide abatement of eligible hazardous trees and dangerous broken limbs in Pamlico County, North Carolina.

This Advertisement and the RFP detailing submittal requirements can be downloaded from the Pamlico County website at www.pamlicocounty.org.

The deadline to submit proposals is 2:00 p.m. EDT, October 23, 2018.

County Clerk

Publishing Info

Runs 1

Proofs 1

Pamlico County

PO Box 776 • Bayboro, NC 28515 • Phone: (252)745-3133 • Fax: (252)745-5514

REQUEST FOR PROPOSALS

HAZARDOUS TREE ABATEMENT

GENERAL INFORMATION

The County of Pamlico “COUNTY” is soliciting proposals to obtain the services of a qualified firm(s) with experience, manpower, and equipment to abate eligible hazardous trees and dangerous broken limbs in Pamlico County, North Carolina in response to Hurricane Florence storm damage relating to the Federal Declaration DR-4393.

The scope of work is defined as work eligible under FEMA Public Assistance regulations, policy, and guidance. It will be the responsibility of the contractor to adhere to all federal trees, limbs, and stumps eligibility regulations, policy, and guidance. Any tree, limb, and stump work performed that is not in adherence with federal trees, limbs, and stumps eligibility regulations, policy, and guidance will not be reimbursed by the County and will be the responsibility of the contractor.

SCOPE OF SERVICES

- 1) The purpose of this contract is to perform the removal and disposal of eligible disaster related hazardous trees, limbs, and stumps from the authorized Public ROW including streets, roads, parks, and other maintained in-use public property and utility ROWs within the county. The County Manager will have a list of approved roads. The area to be included as part of this contract is located entirely within the County of Pamlico. It will be the responsibility of the contractor to adhere to all federal trees, limbs, and stumps removal eligibility regulations, policy, and guidance.
- 2) The exact number of trees, limbs, and stumps to be removed under this contract is unknown. The County makes no guarantee of the number of eligible trees and each vendor must verify to his own satisfaction the potential quantity of the work. Compensation shall be based on a per tree or stump basis using FEMA eligibility guidelines.
- 3) The contractor shall be responsible for cutting eligible hazardous trees and dangerous broken limbs and placing them in the right of way. The contractor shall make as many cuts as necessary to ensure the debris generated from the tree and limb removal is within the road right of way, but does not obstruct the roadway. The contractor will be responsible for picking up the debris including hazardous stumps generated from the work associated with this contract.

- 4) All work shall be done in accordance with FEMA's Public Assistance Program and Policy Guide (PAPPG) (V3.1, April 26, 2018). This document can be found at the following location:
 - a) <https://www.fema.gov/media-library/assets/documents/111781>
- 5) All work to be completed under this contract is to be completed by 7:00 p.m. EDT, January 1, 2019.
 - a) Bidders acknowledge that time is of the essence to the performance of the contract. Bidders understand and agree that tree, limb, and stump removal must be done in the most expeditious manner possible. The successful bidder(s) shall make every effort to complete all requirements of the awarded contract in the shortest time possible.

GENERAL CONDITIONS

- 1) The County of Pamlico reserves the right to reject any or all Proposals, waive informalities and minor irregularities in offers received.
- 2) **CONTRACT** - The successful proposer will be asked to enter into a contract with the County of Pamlico. The contract will include the conditions and specifications contained herein and any other pertinent information. All proposals become the property of the County upon receipt and will not be returned.
- 3) **WITHDRAWAL OF PROPOSALS** - Proposals may not be withdrawn after the time set for the opening. A proposal that has been opened is not subject to amendment, alteration, or change for the purpose of correcting an error in the bid price.
- 4) **ADDENDA** - Any interpretations, corrections, or changes to this RFP packet will be made by addenda and distributed by the County to all known prospective bidders on record through the County's bid site (www.pamlicocounty.org). It is the sole responsibility of each prospective Proposer to verify that he/she has received all addenda issued before delivering their proposal to the County. All proposers shall acknowledge receipt of all addenda with their proposal or they will be declared non-responsive.
- 5) **LATE AND/OR UNSIGNED PROPOSALS** - Late and/or unsigned proposals will not be considered under any circumstances. Person signing the proposal must have the authority to bind the firm in a contract.
- 6) **RFP SCHEDULE OF EVENTS** - This schedule of events represents the County's best estimate of the schedule that will be followed for this RFP. If a component of this schedule such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days. The approximate RFP schedule is as follows:
 - a) RFP issued: October 14, 2018.
 - b) Pre-Proposal Meeting: Not applicable
 - c) Proposals due: October 23, 2018, 2:00 p.m., EDT
 - d) Recommendation to County Manager: October 23, 2018.
 - e) Notice to proceed: TBD.
- 7) **PERFORMANCE AND PAYMENT BONDS** - The successful Proposer shall furnish a

contract, performance, payment, and guarantee bond within ten (10) days on the forms furnished by the County, unless the contract for public improvements, constructing of public building, or repairing the same, is in a sum less than \$50,000. When a bond is required it shall be for the full amount of the contract. The bond shall be security for the faithful performance of the contract, payment of personnel and materials, and the work guarantee required by the contract. A corporation authorized to contract as a Surety in the State of North Carolina and satisfactory to the County must execute any bonds.

- 8) CERTIFICATES OF INSURANCE - The following minimum insurance requirements shall be met by any individual or entity entering into a contract to provide services for this project.
- a) General Liability Insurance – The successful bidder/bidders shall be required to carry a comprehensive general liability policy, protecting against claims for bodily injury, including wrongful death, as well as claims for property damage. The policy shall be written to one person, with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Pamlico County shall be included as an additional insured. Current certificate of insurance shall be on file with Pamlico County prior to work beginning.
 - b) Workers Compensation Insurance - All contracting individuals or entities shall procure and maintain Workers Compensation Insurance, in accordance and compliance with all provisions of the laws of the State of North Carolina, including occupational disease provisions for all employees of the contracting individual or entity involved in providing contractual services to the County. Employers Liability Limits shall not be less than 500/500/500. All subcontractors providing services through a contracting individual or entity shall also be required to maintain Workers Compensation Insurance, unless the employees of the subcontractor are afforded Workers Compensation Insurance protection through a contracting individual or entity. In all situations where the County might be construed to be a statutory employer, under the laws of the state of North Carolina, the contracting individual, whether an independent contractor or otherwise, shall be required to maintain Workers Compensation Insurance.
 - c) Automotive Liability and Property Damage Insurance - At any such time as the work covered by the contract shall involve the use of automotive equipment, the contractor shall procure and maintain automotive public liability and property damage insurance with a combined single occurrence limit of not less than \$1,000,000.
 - d) Certificates – The sub-contractor shall file with the County, prior to or at the time of execution of the contract, “Certificates of Insurance”, or other evidence acceptable to the County, to show that he or she complies with the requirements. Certificate shall include a 30 day notice of cancellation clause.
 - e) In addition to the Public Liability and Property Damage as set forth above, the contractor shall assume full responsibility for all loss or damage from any cause whatsoever to tools, equipment, implements, utensils, mechanical equipment (including sheds, forms, scaffolding, etc.) motor vehicles owned, leased, or rented by the contractor, his agents. The contractor also assumes full responsibility for all loss or damage caused by, arising out or incident to larceny or theft, frost, cold weather, change in contract and any modifications, alterations, enlargements and supplements thereto is to be done, and to building materials and supplies therefore, while obtained therein or on the premises immediately adjacent thereto. The contractor further agrees to indemnify and save harmless the owner against all

loss caused, and or expense occasioned to said owner, his agents and employees by reason of such loss or damage. The contractor has the privilege of insuring in full or in part against such loss or damage responsibility for which is here assumed.

9) PAYMENT - Payment for work completed may be invoiced on a monthly basis. To receive payment, contractor shall submit invoices to the County or the County's monitor for the removal of hazardous trees, limbs, and stumps. Payment will be based off of daily reporting requirements as noted in Reporting, paragraph 10. Payment will be based on the unit pricing submitted by the contractor in the Proposal Form (Exhibit A).

a) Load tickets shall be complete with loading address, truck number, certified capacity, collection monitor signature, disposal site, load call, or disposal monitor signature and shall be submitted with invoice. Incomplete tickets will not be considered for payment.

b) No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

c) The Contractor must submit a final invoice within thirty (30) days of completion of the scope of work. Completion of the scope of work will be acknowledged in writing by the County. The final invoice must be marked "FINAL INVOICE". No additional payments will be made after the Contractor's final invoice.

d) In the event that any portion of this scope of work is to be funded by state or federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed eligible by the Federal Emergency Management Agency (FEMA) or Federal Highway Administration (FHWA), unless the County otherwise agrees in writing.

10) WORK PERFORMANCE - The Contractor is to restore and/or repair, at the Contractor's cost, all damaged infrastructure, including but not limited to curbs, sidewalks, water meters, etc., back to its pre-existing condition if the damage was caused by Contractor's activities.

11) PROJECT TIME - Time is of the essence to the completion of this contract. Contractor shall submit total number of days required to complete the job after the County's issuance of a Notice to Proceed. Contractor will mobilize within 24 hours, and begin the work within 72 hours of receiving the Notice to Proceed.

a) At any time prior to the Contractor's completion of the services pursuant to this contract, the County may terminate this contract without penalty or damages, and upon such termination shall only owe Contractor for the cost of materials and services actually provided pursuant to this contract prior to such termination, in an amount not to exceed the amount shown in the "Payment" section hereof.

SUBMITTAL INSTRUCTIONS

- 1) All submittals must be provided on the Response Form (Exhibit A) included with this RFP. A responsible officer or employee of the company must sign the proposal. Obligations assumed by such signature must be fulfilled.
- 2) Supplemental Information - All proposals must include the following requested information in the appropriate sections as defined below. Supplemental information shall be limited to not more than five (5) pages, 8 1/2" x 11" printed front and back.
 - a) Company Information:
 - i) Provide an overview of your firm and its ownership/organizational structure, philosophy/culture and number of employees.
 - ii) Identify members of your staff that would be assigned to this contract.
 - b) Company Expertise/Experience
 - i) Describe your firm's expertise in each of the following areas:
 1. Relevant experience and past performance in Disaster Debris Removal Services.
 2. Previous experience with State and Federal reimbursement programs; including, but not limited to: FEMA and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.
 3. Understanding of FEMA's Public Assistance Program and Project Worksheet development.
 - ii) Brief Summaries relating to:
 1. Resources available to implement the proposal
 2. Time of completion from date of contract execution
 - iii) Other information to be provided by Vendor with RFP response:
 1. Accreditations and Licenses.
 2. References
 - a. Proposals should include three (3) entities, of similar or the same size, where your organization has provided services similar to those being requested by the COUNTY. Please include name, title, telephone number and email address of a contact person at each institution.
- 3) Proposers are required to submit a written proposal by 2:00 p.m., October 23, 2018. Proposals may be submitted by mail, UPS, or Fed Ex. Physical delivery shall be addressed as follows:

Pamlico County Administration Building
Attn: Timothy Buck, County Manger
302 Main Street – P.O. Box 776
Bayboro, NC 28515

Responses must be received by the deadline regardless of time of transmission and/or mailing.

- 4) Proposals shall be submitted in a sealed envelope and clearly marked "RFP HAZARDOUS TREE ABATEMENT."

EVALUATION CRITERIA

- 1) The proposals received will be evaluated based on the following criteria to determine each Vendor's qualifications. The order does not indicate relative ranking.
 - a) Demonstration of competence, technical expertise, experience in hazardous tree and limb removal. (30 Points)
 - b) Demonstrated record of responsiveness and quality of customer service. (25 Points)
 - c) Rates, fees, or charges including the level of detail provided in the firm's fee information. (15 Points)
 - d) Responsiveness of the Vendor's proposal to the RFP, including clarity and organization of response, clear presentation of Vendor's experience and approach to ensuring the needs of the COUNTY are fully met. (30 Points)
- 2) Final Evaluation and Selection
 - a) The COUNTY reserves the right to select a Vendor based solely on the submittal materials.
 - i) The COUNTY may select a short list of candidates who will be asked to make an oral presentation to be arranged at a mutually convenient time at the COUNTY's offices.
 - ii) Each selected finalist will be evaluated with consideration given to how they best meet the needs of the COUNTY and the basis of capabilities described in their written proposal and oral presentation. b) The Vendor that best matches the COUNTY's objectives will be recommended to the County forward of the contract.

Exhibit A
PROPOSAL RESPONSE FORM
HAZARDOUS TREE ABATEMENT

TO: Timothy Buck, County Manager
302 Main Street – P.O. Box 776
Bayboro, NC 28515

The undersigned hereby proposes to furnish all labor, equipment, fuel, traffic control and other associated costs to perform the services provided with this RFP and complying with the requirements contained herein.

The undersigned understands and agrees that the County reserves the right to select the proposal they deem best for the County, and that the County shall be the sole judge of which proposal is best.

A responsible officer or employee of the company must sign the proposal. Obligations assumed by such signature must be fulfilled.

Item	Description	Proposal Amount
Hazardous Limbs	Remove all eligible hazardous hanging limbs over 2" in diameter and place the limb on the right of way.	\$ Per Tree
Hazardous Trees	Remove eligible hazardous trees and place the trees on the right of way.	\$ Per Tree
	6 to 11.99 inch diameter	
	12 to 23.99 inch diameter	
	24 to 35.99 inch diameter	
	36 to 47.99 inch diameter	
	48 inch and greater diameter	
Hazardous Stumps	Extract eligible hazardous stumps and place the stump on the right of way.	\$ Per Stump
	24 to 35.99 inch diameter	
	36 to 47.99 inch diameter	
	48 inch and over diameter	

Addenda numbered _____ are included in this proposal.

Respectfully submitted this _____ day of _____, 2018

Firm: _____ By: _____

Address: _____ Signature: _____

E-Mail: _____ Phone: _____

**Deadline for receiving proposals:
2:00 p.m., Tuesday, October 23, 2018**

**Please clearly mark your proposal:
“HAZARDOUS TREE ABATEMENT”**