

SEBASTIAN COUNTY JUDGE
Purchasing Department
35 South 6th Street, Room 106
Fort Smith, Arkansas 72901
(479) 784-1502 Fax (479) 784-1550

January 18, 2014

NOTICE TO: Qualified Bidders

SUBJECT: Request for Proposal, Bid Number SC-1402

Sebastian County is interested in receiving sealed written proposals from qualified firms to perform debris removal services as specified in the attached Request for Proposal (RFP). The potential contract awarded as a result of this procurement will be a “requirements” contract, with no quantities guaranteed. Sebastian County will negotiate an agreement with the applicant whose proposal is the most responsive to this RFP. Complete details regarding the products and/or services required by the County, and instructions for participating in the bid process, are included in the attached bid package.

Bids must be received by the time and date indicated in the RFP. Bids received after the time and date set for opening will not be considered.

Bidders who do not wish to submit bids must submit a “No Bid” to continue to be eligible for retention on the Bid List. The Bid List is periodically reviewed and bidders who have not responded to proposal requests are deleted.

If you are interested in submitting a bid, please be sure that the requirements of the RFP are completed since failure to meet the requirements could cause your bid to be rejected.

Any questions regarding the Bid Invitation should be directed to the Purchasing Department, (479) 784-1502.

J. Scott Stubblefield
Assistant County Administrator, Purchasing/Facilities
Sebastian County

Attachment: RFP

REQUEST FOR PROPOSAL

Sebastian County, Arkansas

COVER SHEET

SECTION I

BID NUMBER: SC-1402

TITLE: Debris Management Services as a result of Severe Winter Storm 4160-DR-AR which occurred December 5-6, 2013

OPENING: DATE: February 3, 2014
TIME: 2:00 p.m.
PLACE: Sebastian County Courthouse
35 South 6th Street, Room 204
Fort Smith, Arkansas

MAIL SEALED PROPOSALS TO: Sebastian County Purchasing Department
35 South 6th Street, Room 106
Fort Smith, Arkansas 72901

ON OUTSIDE OF PROPOSAL SHOW: (1) Return Address
(2) Bid Opening Date
(3) Bid Number and Title

BIDDER MUST COMPLETE THE FOLLOWING INFORMATION:

NAME OF BIDDER: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

INSTRUCTIONS:

- (1) Unit prices and extensions are required on proposal form
- (2) **Return *three* copies of entire Request for Proposal**
- (3) Proposals must be signed to be accepted
- (4) Any trade discounts should be deducted and net prices shown
- (5) Bidder must guarantee product(s) offered will meet or exceed specifications contained in this Request for Proposal
- (6) Bidding procedures will be in compliance with Arkansas Laws
- (7) **QUOTE:** F.O.B. destination
- (8) **TERMS:** Net 30 days

PROPOSAL FORM

BID NO. SC-1402

SECTION II

We, the undersigned, agree to furnish and provide all expertise, personnel, tools, materials, equipment, transportation, supervision, and all other services and facilities of any nature necessary to execute, complete the timely removal and lawful disposal of all storm-generated debris with the specifications and conditions contained herein, at the bid price shown.

Sebastian County reserves the right to assign work to various Contractors, at its sole discretion. Sebastian County also reserves the right to approve all Sub-Contractors hired by the Contractor and/or to require the Contractor to dismiss a Sub-Contractor upon request.

It is expressly agreed and understood by and between the parties hereto, and is made a condition precedent to the entering into of any purchase or lease to own agreement resulting from this invitation to bid, that the County Judge, Sebastian County, shall determine any and all questions or disputes which may arise concerning conformity to the specifications and conditions, and proposals; and the quantity, suitability, and acceptability of all items to be furnished hereunder, and his decision as to such matters shall be final, binding, and conclusive upon the parties hereto.

That this Request for Proposal and proposals submitted hereunder shall be governed by the laws of the State of Arkansas.

We, the undersigned, affirm that this proposal is made on behalf of the undersigned, and is made without collusion on the part of any person, firm or corporation; and that the conditions and other provisions have been carefully examined and are agreed to.

Description

Total Price

Total Cost of Services (based on 12,000 cubic yards*) \$ _____

Written Amount \$ _____

Amounts shall be in both written form and figures. In case of a discrepancy between the written amount and the figures, the written amount will govern.

Exceptions to specifications: NO _____ YES _____ (Attach itemized list)

From: _____ **Signature:** _____

Date: _____ **Title:** _____

***This is only an estimate and not a guarantee of actual volume**

1. Bids must be received no later than the date and time set for bid opening. **Bids must be sealed.** Bids may be withdrawn, modified or corrected by the bidder after it has been submitted provided a written request to do so is filed with the County Judge prior to the time set for opening the bid. Telegrams or letters received prior to the time set for opening the bids will be accepted and attached to the unopened bid, and the bid will be considered withdrawn, modified, corrected, or otherwise changed accordingly **NO BID MAY BE WITHDRAWN, MODIFIED, CORRECTED, OR OTHERWISE CHANGED AFTER THE TIME SET FOR OPENING THE BIDS.** The applicant is solely responsible.
2. Specifications are designed to describe the type and quality of the product/services desired by the County. They are not intended to restrict bidding on any like product/service of equal or higher quality. Any exceptions to the specifications must be noted on a separate sheet by reference to the item number in the specifications where the exception is taken. If no exceptions are submitted with the Proposal, and accepted by the County, bidders will be expected to comply with the specifications. Products and/or services will be inspected for compliance prior to acceptance.
3. Prices quoted will be considered net prices unless otherwise stated by the bidder in the proposal. Bid prices must remain firm for 60 days unless otherwise stated in the specifications.
4. It shall be understood and agreed that any material or product purchased under this bid shall be new and in first class condition unless otherwise stated in or required by the bid invitation.
5. A Bid Bond for 5% of the bid amount is required.
6. **INSURANCE AND PERFORMANCE BONDS:**

Insurance requirements must be in place prior to contract start-up.

a. Liability Insurance

The applicant shall furnish, pay for, and maintain during the life of the contract with Sebastian County the following liability coverage's:

- Comprehensive General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.
- Worker's Compensation Insurance applicable to its employees, for statutory coverage limits in compliance with Arkansas laws.
- Automobile Liability Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$1,000,000 for each accident.
- Excess Liability Insurance with limits of not less than \$1,000,000 for each occurrence and annual aggregate.

b. Additional Insured

Sebastian County is to be specifically included as an additional insured on all liability coverage described above.

c. Notice of Cancellation or Restriction

All policies of insurance must be endorsed to provide Sebastian County with a thirty (30) day notice of cancellation or restriction.

d. Certificate of Insurance/Certified Copies of Policies

The applicant shall provide Sebastian County with a certificate or certificates of insurance showing the existence of the coverage required by this RFP. The applicant will

maintain this coverage with a current certificate or certificates of insurance throughout the term stated in the proposal. When specifically requested by Sebastian County in writing, the applicant will provide Sebastian County with certified copies of all policies of insurance as required above. New certificates and new certified copies of policies, if certified copies of policies have been requested, shall be provided to Sebastian County whenever any policy is renewed, revised, or obtained from other insurers.

- e. The applicant shall defend, indemnify, save and hold Sebastian County harmless from any and all claims, suits, judgments and liability for death, personal injury, bodily injury, or property damage arising directly or indirectly from the performance by the applicant, its employees, subcontractors, or assigns, including legal fees, court costs, or other legal expenses. The applicant acknowledges that it is solely responsible for complying with the terms of this RFP. In addition, the applicant shall, at its expense secure and provide to Sebastian County, prior to beginning performance under this RFP, insurance coverage as required in this RFP.
- f. Any party providing services or products to Sebastian County will be expected to enter into a written agreement, contract, or purchase order with Sebastian County that incorporates, either in writing or by reference, all of the pertinent provisions relating to insurance and insurance requirements as contained herein. A failure to do so may, at the sole option of Sebastian County, disqualify any bidder or proposer of services and/or products to Sebastian County.
- g. A Performance bond for 100% of the contracted price shall be required.

7. SELECTION CRITERIA:

All proposals shall be evaluated with respect to the completeness of the data provided, support for all claims made and the overall approach taken. All submissions will be rated using a 1-5 scale, with 5 being the highest rating. The following criteria shall be utilized in the evaluation process:

- The responsiveness and completeness of the proposal.
- Demonstrated knowledge of Federal Emergency Management Agency (FEMA) procedures and reimbursement guidelines and the ability to provide documentation necessary to facilitate FEMA reimbursement.
- Demonstrated knowledge of Arkansas State Highway and Transportation Department (AHTD) and The Federal Highway Administration (FHWA) requirements.
- Net overall cost to Sebastian County for the proposed services. (Cost shall be considered in proposal evaluations, but shall not be the sole determining factor.)
- Applicant's ability to respond when services are requested. Labor force resources available to perform the required services and experience in accomplishing documentation required for federal and/or state reimbursement.
- Past experience as well as qualifications to complete debris removal and other services as required by this RFP.

8. **Bids must be signed to be accepted.** Signature must be that of the individual authorized to obligate the bidder who is submitting the bid or proposal.

9. State and Local Sales Taxes shall be stated as a separate item and shall not be included in the bid price of the product/services being proposed. If no taxes are so stated, the County will assume that any

taxes due have been included in the price quoted and no additional taxes will subsequently be added to the bid price.

10. BIDS WILL BE EVALUATED BASED UPON COMPLIANCE WITH THE SPECIFICATIONS, BID PRICE, APPLICABILITY AND SUITABILITY OF THE PRODUCT/SERVICES BEING OFFERED, PRODUCT AND VENDOR RELIABILITY, WARRANTY, DELIVERY TIME, AND SUCH OTHER FACTORS DEEMED APPROPRIATE TO ASSURE THE COUNTY RECEIVES A QUALITY PRODUCT MOST ADVANTAGEOUS TO THE COUNTY.

11. Assignment of any part or all of payments accruing under contracts or purchase agreements resulting from this Invitation to Bid will not be authorized. Payment shall only be made to the Contractor or vendor with whom the order is placed.

12. The County reserves the right to accept part or all of any specific bid or bids, and to accept any bid or bids most advantageous to the County.

13. The Sebastian County Judge reserves the right to waive any informalities, irregularities, or variances, whether technical or substantial in nature or reject any or all bids/proposals, to accept any deemed most advantageous to the County, and to waive any formalities.

Specifications

1. PERFORMANCE OF SERVICES

a. **Description of Services:**

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of Sebastian County may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to Sebastian County.

b. **Debris Removal From Public Right-of-Way (ROW):**

As directed by Sebastian County, Contractor shall load and haul all eligible debris to an approved Debris Management Site (DMS) or other disposal destination, as specified or agreed to by Sebastian County. All collection and hauling will be consistent with Federal requirements applicable to the disaster event. The Contractor will ensure compliance with instructions from Sebastian County, regarding the collection, hauling and disposal of hazardous wastes and/or other categories of debris if applicable.

c. **Debris Clearance/Removal from Public Property:**

As directed by Sebastian County. Contractor shall clear eligible debris from public property, load and haul all debris to a designated Debris Management Site (DMS) or other disposal destination designated or agreed to by Sebastian County. If necessary, Sebastian County or its designee will confirm the eligibility of the debris to be removed.

d. **Debris Separation/Reduction and Debris Management Site (DMS):**

The Contractor shall operate and manage the DMS to accept and process all event debris. All actions will be implemented by the Contractor only with the prior approval of Sebastian County. Actions by the Contractor will include, but are not limited to the following:

- Ensure that only debris authorized by Sebastian County’s Contract Administrator will be allowed in the DMS sites.
- Provide to Sebastian County a video record of the pre- and post-use site conditions. Prepare a plan of proposed site layout and review with Sebastian County prior to its implementation.
- Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with Sebastian County prior to its implementation.
- Provide adequate fire prevention/fighting equipment, including water truck and hoses, on site throughout the operational period of the DMS.
- Build and/or maintain roads as necessary for DMS operation.
- Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three inspectors. Towers will be positioned at any entrance and any exit of the DMS.
- Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.
- Confine hours of operation of the DMS to those determined by Sebastian County. Process debris by open burning at the two sites preapproved by Sebastian County.
- Only vegetative debris is eligible and will be contracted for.
- Develop and implement, with the approval of Sebastian County, a procedure for management of the receipt of unauthorized and/or ineligible debris at the DMS.

- Provide Sebastian County with proper and acceptable documentation (including destination, load tickets, and volume/weight) for final disposal of debris accepted at the DMS.
- Upon closure of the DMS, restore the site to its pre-use condition, meeting all regulatory requirements for the site closure. Survey the site to verify that it has been restored to pre-use elevation and condition.
- As directed by Sebastian County, sod, hydro-seed or sprig the property once all other site closure issues have been addressed

2. GENERAL RESPONSIBILITIES

a. Other Agreements:

Sebastian County may be required to enter into agreements with Federal and/or State agencies for disaster relief. Contractor shall be bound by the terms and conditions of such agreements, regardless of the additional burdens of compliance.

b. Sebastian County's Obligations:

Sebastian County shall furnish all information and documents necessary for the commencement of contracted services, including a written Work Authorization or Notice To Proceed.

c. Contractor's Conduct of Work:

Contractor shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Contractor personnel and Sub- Contractors shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

d. Supervision by Contractor:

Contractor will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. Contractor is solely responsible for all means, methods, techniques, safety and other procedures. Contractor will employ and maintain a qualified project manager at the work site(s) who shall have full authority to act on behalf of Contractor. All communications given to the project manager by the Contract Administrator or designee shall be as binding as if given to Contractor.

e. Damages by Contractor:

Contractor shall be responsible for conducting all operations, whether contemplated by this Agreement or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and Sub- Contractors. Contractor must report such damage to the Contract Administrator in writing within 24 hours. Should any property be damaged due to negligence on the part of the Contractor, Sebastian County may either bill Contractor for the damages, withhold funds due to Contractor, or the Contractor may also repair all damage to the satisfaction of Sebastian County. Sebastian County shall make the determination of whether "negligence" has occurred.

f. Contractor's Duty Regarding Other Contractor(s):

Contractor acknowledges the presence of other Contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

g. Contractor's Disposal of Debris:

Unless otherwise directed by Sebastian County, the Contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by Sebastian County. Sebastian County and the Contractor shall

mutually agree upon the locations of the DMS and final disposal sites. At this time, two sites have been approved for the burning of debris. Sebastian County may allow separate unit prices for delivery and disposal of debris to DMS and final disposal.

3. GENERAL TERMS AND CONDITIONS

a. **Multiple, Scheduled Passes:**

Contractor shall make scheduled passes of each area impacted by the event, at the direction of Sebastian County. Sebastian County shall direct both the number of and the interval timing of all passes. This should include two scheduled passes plus optional pricing on Hot Spot pickups as coordinated by Sebastian County personnel. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and Sebastian County. The Contractor will document the completion of all passes based on the direction from Sebastian County and will provide this documentation to Sebastian County on the frequency requested by Sebastian County.

b. **Operation of Equipment:**

Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by Sebastian County. Should operation of equipment be required outside of the public ROW, the Contractor will ensure that a ROE Agreement has been obtained prior to property entry.

c. **Security of Debris During Hauling:**

Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secure and trimmed so that debris does not extend horizontally beyond the bed of the equipment; in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with AHTD guidelines. As required, Contractor will survey the primary routes used by Contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

d. **Traffic Control:**

Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD). Contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

e. **Work Days/Hours:**

Work days and/or work hours shall be as directed by Sebastian County following consultation and notification to Contractor. Work days are Monday thru Saturday and burn days are Monday thru Friday. Further specifics about working days will be directed by Sebastian County as advised in this RFP.

f. **Work Safety:**

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor will provide such safety equipment, training and supervision as may be required by Sebastian County and/or other governmental regulations. Contractor shall ensure that its subcontracts contain an equivalent safety provision.

- g. **Inspection of Contractor Operations:**
All debris shall be subject to inspection by Sebastian County and other public authorities to ensure compliance with this Agreement, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. Sebastian County will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

- h. **Ineligible Work:**
The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material that does not meet the eligibility requirements identified in Section
 - i. **Eligibility Inspections:**
Sebastian County's monitors shall inspect each load, or shall inspect at some other frequency of Sebastian County's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

 - ii. **Eligibility Determinations:**
If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and Contractor will not invoice Sebastian County for such loads. Sebastian County, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

- i. **Other Agencies:**
The term "government" as used in this Agreement refers to those governmental agencies which may have a regulatory or funding interest in this Agreement.

4. CERTIFICATIONS

The Contractor will be responsible for the certification of personnel and vehicles.

- a. **Certification of Vehicles and Load Capacity:**
Contractor shall ensure that all equipment is certified in accordance with most current FEMA guidelines. Please reference (FEMA 325, Public Assistance Debris Management Guide). After a disaster, Sebastian County, or their designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the Contractor.

All Contractor and Sub-Contractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all-applicable motor vehicle safety requirements. Drivers shall possess valid licenses. Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck will receive two placards, one each of which shall be affixed on opposite sides of the truck body.

The truck driver will be provided up to two (2) copies of the certification sheet for the Contractor and Sub-Contractor's records.

- b. **Certification of Personnel:**
Contractor personnel will be briefed and trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting

procedures.

c. **Utilization of a Standardized “Load Ticket”:**

The Contractor and all Sub-Contractors will utilize a standardized “load ticket” (format as provided by Sebastian County) for documenting each load of debris from its origin to the DMS and/or final disposal location, as indicated.

d. **Additional Supporting Documentation:**

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by Sebastian County and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

e. **Report Maintenance:**

Contractor will be subject to audit by federal, state and local agencies pursuant to this Agreement. Contractor will maintain all reports, records, debris reporting tickets and Agreement correspondence for a period of not less than three (3) years from project closeout.