

**REQUEST FOR PROPOSAL**  
**FOR**  
**STANDBY CONTRACT FOR**  
**PHASE I EMERGENCY RESPONSE AND RECOVERY SERVICES**



Issued By:

**Owner:** Town of Oriental  
**Procurement POC:** Diane H. Miller  
**Address:** PO Box 472  
507 Church St  
Oriental, NC 28571  
**Telephone:** 252.249.0555  
**Fax:** 252.249.0248  
**Email:** [manager@TownofOriental.com](mailto:manager@TownofOriental.com)

**Date of Issue:** Thursday, May 24, 2018  
**Due Date/Time for Receipt of Proposals:**  
Monday, June 4, 2018, 2PM

**To:** All Proposers

**From:** Diane Miller

**Title:** Town Manager

**Tel:** 252.249.0555

**Email:** manager@townoforiental.com

**Re: Request for Proposal for Standby Contract for PHASE I Emergency, Response, Management & Recovery Services**

Enclosed is a Request for Proposal (RFP)/Solicitation for a Standby Contract for Phase I Emergency Response & Recovery Services in the event of a natural or man made catastrophe.

Our community is subject to the ravages of such disasters and catastrophes. Therefore as set forth by FEMA, each community should be prepared in advance for such an occurrence. One step in this process is to contract with qualified firms for them to be on standby to assist immediately in the Response, Management, Logistics and/or Recovery from any such disaster.

We are therefore soliciting proposals from experienced disaster management and emergency response firms for a Standby Contract for Phase I Emergency Response & Recovery Services. This solicitation contains detailed requirements and directions. Please follow them very closely. Failure to follow these directions, provide the required attachments, or submit the proposal in the required format, may lead to disqualification.

Proposers shall be judged on multiple criteria, not primarily on price, and the firm or firms found to be the most qualified and in the Owners best interest shall be selected. Minority, women-owned and small disadvantaged businesses are encouraged to participate.

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

Sincerely,

Diane Miller  
Town of Oriental

REQUEST FOR PROPOSAL

STANDBY CONTRACT FOR

PHASE I EMERGENCY RESPONSE AND RECOVERY SERVICES

1. **OBJECTIVE:**

It is the intent of the Owner to obtain proposals from qualified firms to establish a Standby Contract for Phase I Emergency Response, and Recovery Services. These services will not be authorized until such time as a Notice to Proceed has been issued; typically in response to a natural or man-made disaster.

2. **DEFINITIONS:** Whenever, in these Instructions, the terms defined in the Contract are used (or pronouns used in their place), the intent and meaning of such terms shall be interpreted as indicated in the Contract.

In addition, the following definitions shall apply:

- A. **Proposal** means an executed formal document submitted to the Owner stating the goods, consultant services, and/or services, as applicable, offered by the proposer to satisfy the needs as requested in the Request for Proposal.
- B. **Contract** means the Agreement between the successful Contractor(s) and the Owner in the form attached to and included in this RFP Document.
- C. **Goods, consultant services, and/or services, as applicable, mean:** this STANDBY CONTRACT for EMERGENCY RESPONSE, AND RECOVERY SERVICES.
- D. **RFP Documents** means this entire RFP DOCUMENT, all attachments, these Instructions to Proposers and any addendums issued prior to the date and time of submittal of the Proposals.

- E. Contractor or Prospective Contractor or Proposer means any person or firm having a contract with or proposing to the Owner as a result of this RFP.
- F. Owner- The Town of Oriental, North Carolina, a Municipal Corporation. The term "Owner" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of the Town and individual members, elected officials, employees thereof in their official capacities, and/or while acting on behalf of the Owner.

3. **ITEMS INCLUDED WITH REQUEST FOR PROPOSAL:**

Cover Sheet, Owner's Proposal Letter, Request for Proposal  
Scope of work  
Pricing Schedule  
Sample Prospective Contractor's Proposal Letter

4. **SUBMISSION OF PROPOSAL:**

- A. SUBMITTAL: Proposals shall be enclosed in an opaque sealed envelope or package, addressed to the Owner. The name and address of the prospective Contractor, the date and hour of the proposal submittal, and the title Request for Proposals for Phase I Standby Emergency Response, and Recovery Services RFP shall be placed on the outside of the envelope. All items required for a responsive 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.
- B. EXAMINATION OF RFP DOCUMENTS: It is the responsibility of each Proposer before submitting a Proposal, to: a) Examine the RFP documents thoroughly; and b) Consider and comply with all federal, state and local laws and regulations, and local conditions that may affect cost, progress, or performance of the project.
- C. FORMAT: Proposals must follow the format of the RFP and be structured so as to follow the required sequence. Each Contractor shall submit one (1) complete sets of the proposal (one hard copy marked "Original") ***Email copies and fax copies shall not be accepted.***
- D. EXPERIENCE: Prospective Contractors must have experience in work of the same or similar nature, similar volumes, be capable of funding such potentially massive work for weeks or longer, must provide a reference list of Government customers for whom they have performed similar services, and must provide all information as specified herein.
- E. EXCEPTIONS: Prospective Contractors are advised that exceptions to any of the terms contained in this RFP must be identified in the response to the

RFP. Failure to do so may lead the Owner to declare any such term non-negotiable, and/or may lead to the disqualification of the proposal.

- F. EXPENSES OF PREPARATION: The Owner is not responsible for any expenses which Prospective Contractors may incur in preparing and submitting proposals called for in this Request for Proposal.
- G. INTERVIEWS: The Owner reserves the right to conduct personal interviews or require presentations from any or all prospective Contractors prior to selection. The Owner will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.).
- H. MODIFICATION: The Owner reserves the right to request that the proposer modify their proposal to more fully meet the needs of the Owner, and/or to more fully describe their proposal.
- I. ADDITIONAL INFORMATION: The Prospective Contractor shall furnish such additional information as the Owner may reasonably require. This includes information which indicates financial resources as well as ability to provide and maintain the services and/or recovery operations for several weeks or more. The Owner reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to a financial review and a background investigation.
- J. NEGOTIATIONS: The Owner reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.
- K. PERIOD OF ELIGIBILITY: All proposals submitted shall be binding for one hundred twenty (120) calendar days following the date of opening.
- L. ALTERNATE PROPOSALS:
  - a. An alternate proposal is viewed by the Owner as a proposal describing an approach to accomplishing the requirements of the Request for Proposals, which differs, from the approach set forth in the solicitation.
  - b. An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its basic or prime proposal, but is included within the same proposal package.
  - c. Alternate proposals may address the technical approach, or other provision or requirements set forth in the solicitation.
  - d. The Owner may, during the initial evaluation process, consider all alternate proposals submitted.
- M. ADDENDA: If it becomes necessary to revise or amend any part of the Request for Proposal, the Owner will furnish the revision by written

Addendum to all prospective Contractors who received an original Request for Proposals. It will be the responsibility of the proposer to contact the Owner prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the proposal. Failure to include signed Addendum with the proposal shall be grounds for rejection of a proposal.

N. EXECUTION OF CONTRACT: The Contract between Proposer and Owner shall be in the form of the "Agreement" provided by Owner. The successful Proposer shall assist and cooperate with the Owner in executing the Contract in a timely manner if notified of a successful award by Owner.

O. TAXES: Cost of all sales and other taxes for which the Proposer is liable under the Contract shall be included in the Proposal.

P. **NO PRE PROPOSAL CONFERENCE**

5. **PROPOSAL DUE DATE:**

Sealed proposals will be received at the **Oriental Town Hall at 2PM, June 4, 2018 , 507 Church St., Oriental NC 28571.** proposals shall be opened in the presence of all interested persons, and reviewed subsequently by the Owner. Any recommendation of award resulting from this evaluation shall be announced publicly and shall be subject to approval of the Town of Oriental Board of Commissioners. Proposals received by the Owner after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of their proposals to the location designated for receipt of proposals. **Fax Copies and Email Copies shall not be accepted.**

6. **PROPOSAL REQUIREMENTS:**

Proposals shall include all of the information required by the Request for Proposal, and any additional data that the Prospective Contractor deems pertinent to the understanding and evaluation of the proposal.

Proposals are to be addressed as follows for mail, express delivery or hand delivery:

**Owner/Representative:** Diane Miller

**Title:** Town Manager

**Owner:** The Town of Oriental, NC

**Address:** P O Box 472

507 Church St

Oriental, NC 28571

**Telephone:** 252.249.0555

**Fax:** 252.249.0208

**Email:** manager@townoforiental.com

Proposals shall be organized and sections tabbed in the following order. All Proposals shall include at minimum:

TITLE PAGE: Show the name of proposer's firm, address, telephone number, email, name of contact person, date, and the subject: RFP # -REQUEST FOR PROPOSAL FOR STANDBY CONTRACT FOR EMERGENCY RESPONSE, MANAGEMENT AND RECOVERY SERVICES.

**Tab 1 - Contractor's Profile and Submittal Letter**

- A. Submittal Letter signed by an authorized agent of the Prospective Contractor.
- B. Organizational structure and locations of business with ownership interests

**Tab 2 - Qualifications**

Provide a description and history of the firm focusing on the following:

- A. Experience in all aspects of emergency response, procurement, operation, planning, contract management, and accounting systems.
- B. Document knowledge and experience with state and local emergency management agencies; state and federal programs; funding sources and reimbursement processes.
- C. Demonstrate detailed experience and expertise pertaining to all of aspects the Scope of Work set forth herein.
- D. Demonstrate knowledge of environmental requirements and regulations.

**Tab 3 - Technical Approach**

- A. Provide a narrative description with an organizational chart outlining the mobilization, operational plans, and services to be provided and how and when these services shall be provided.
- B. Prospective Contractor may offer alternative solutions/options to achieve successful completion of the Scope of Work detailed herein.

**Tab 4 - Reimbursement Process**

- A. Prospective Contractor shall demonstrate their knowledge of and experience with the FEMA reimbursement process.

**Tab 5 - Key Personnel**

Include a listing of key staff

**Tab 6 - Proposed Subcontractors**

Include a listing of proposed subcontractors. Delineate those subcontractors who are Disadvantaged Business Enterprises, as defined in 49CFR23, and such other minority, woman-owned and small business enterprises.

**Tab 7 - Pricing Schedule**

- A. Each Prospective Contractor must complete, execute, and submit the Proposal Form included herewith.
- B. The Pricing Schedule attached hereto shall be submitted and shall include all costs associated with the performance of the contract including travel and out-of-pocket expenses.

**Tab 8 – References**

Contractor shall provide governmental entity references for which the firm has performed similar work of the same or similar magnitude to those requested in this solicitation, including the contact name, entity, address, telephone number, e-mail address, and date and term of the contract and at least five letters of reference from previous clients

**Tab 9 – Insurance**

Attach evidence of required insurance in the amounts indicated. If available, a properly completed ACORD Form is preferable.

**Tab 11 - Addenda**

Contractor is responsible for contacting Owner to identify any Addenda's issued for this Request for Proposal. Any Addenda issued subsequent to the release of this solicitation must be acknowledged by signature of the authorized representative of the Prospective Contractor, and a copy in provided in this section.

**Tab 12 – Exceptions**

Include any/all exceptions taken to the content of the solicitation itself or any contract or legal agreement(s) or document(s) related to the solicitation. Any exceptions shall be reviewed by Owner for appropriateness and is only valid if accepted in writing by Owner.

- 7. **PROPOSAL EVALUATION:** The Owner shall award to the responsive and qualified proposer(s) whose proposal is determined to be the most advantageous to the Owner. Evaluation of proposals shall be based on the evaluation factors set forth in the Request for Proposals and any other relevant information obtained through the evaluation process, and the interviews, if held.
- 8. **EVALUATION CRITERIA:** The evaluation criteria define the factors that will be used by the evaluation committee to evaluate and score responsible and qualified proposals. Prospective contractors shall include sufficient information to allow the evaluation committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified contractor per the evaluation criteria listed below.



<u>Qualifications of the Contractor</u> .....	25%
<u>Qualifications of staff</u> .....	20%
<u>Technical Approach</u> .....	15%
<u>Financial Stability</u> .....	15%
<u>Price</u> .....	10%
<u>Technical and Reimbursement Assistance</u> .....	15%

**9. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS**

No oral interpretations will be made as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this RFP must be sent in writing (mail, email or fax) to the Owner and received no later than SIX (6) days prior to the proposal due date. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the contract documents. The Owner will not be responsible for any other explanation or interpretation of the RFP made or given prior to the award of the contract. The Owner will not respond to questions received after the specified deadline.

**10. WITHDRAWAL OF PROPOSAL:** The Proposal may be withdrawn by the Proposer by means of a written request, signed by the Proposer or its duly authorized representative. Such written request must be delivered to the place specified in the Request for Proposals/Advertisement for the receipt of Proposals prior to the scheduled closing time for receipt of Proposals. Modifications will not be accepted or acknowledged after the date and time for submission of proposals.

**11. ACCEPTANCE/REJECTION:** The Owner 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 that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the Owner.

**12. ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 60 calendar days. At the end of this time the proposal may be withdrawn at the written request of the Prospective Contractor if no award has been made. If the RFP is not withdrawn at that time, it shall remain in effect until an award is made or the solicitation is cancelled. The Owner reserves the right to request an extension of the period of validity of the proposals if the contract has not been negotiated within 120 days from the submittal date of the RFP.

13. **CONTRACTOR'S CERTIFICATION AND RESPONSIBILITY:**

By submitting a proposal, Prospective Contractors represent that:

- A. The Prospective Contractor has fully read and understands the RFP in its entirety, has fully read and understands the proposal method, the evaluation criteria and has full knowledge of the scope, nature, and quality of work to be performed. The Prospective Contractor's proposal is made in accordance therewith.
- B. The Prospective Contractor possesses the capabilities, experience, resources, financial wherewithal, and personnel necessary to provide efficient and successful services as set forth in the Scope of Services to the Owner, and;
- C. Before submitting a proposal, each Contractor shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made upon which the Contractor will rely. If the Contractor receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Contractor from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Contractor for additional compensation or relief.

14. **COSTS INCURRED BY PROPOSERS:** All expenses involved with the preparation and submission of proposals to the Owner, or any work performed in connection therewith, shall be borne solely by the Prospective Contractors. No payment will be made for any responses received, or for any other effort required of, or made by, Prospective Contractors in responding to this RFP.

15. **CONTRACTOR'S PERSONNEL:**

- A. The Contractor represents that it has or shall secure at its own expense, all necessary personnel required to perform the services under the resulting contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
- B. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position. The Owner reserves the right to require the Contractor to remove any employee from working on the resulting contract, which the Owner deems incompetent, careless, or otherwise objectionable.
- C. The Contractor certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

D. During the performance of the contract, the Contractor agrees to the following:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
3. The Contractor and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

16. **RESERVATION OF OWNER'S RIGHTS:** In addition to all other rights provided the Owner under State law, the Owner specifically reserves the following rights:

- A. Owner reserves the right to rank firms and negotiate with the highest ranked firms in accordance with the Evaluation Criteria set forth herein. Negotiation with an individual prospective Contractor does not require nor prohibit negotiation with others.
- B. Owner reserves the right to select the proposal that it believes will serve the best interest of Owner.
- C. Owner reserves the right to reject any or all Proposals.
- D. Owner reserves the right to cancel the entire Request for Proposal or to cancel the award of any Contract at any time before the execution of such Contract by all parties without any liability.
- E. The Owner reserves the right to waive any informality, irregularity or immaterial error in the Request for Proposal or in any Proposal received, or reject any and/or all Proposals, or re-advertise.
- F. Owner reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.
- G. Owner reserves the right to select a Contractor(s) on the basis of the original proposals without negotiation.
- H. All proposals received from Contractors in response to this Request for Proposal will become the property of the Owner and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the Owner.

- I. In the event only one responsive proposal is received, the Owner reserves the right to award to the sole proposer, re-advertise the Request for Proposal, with or without making changes to the evaluation factors; or elect not to proceed.

For and in consideration of the Owner considering Proposals submitted, the Proposer, by submitting its Proposal, expressly waives any claim to damages of any kind whatsoever, in the event the Owner exercises its right to cancel the award in accordance herewith.

The Owner reserves the right to select, from among the various Proposal alternates, those alternates to be included in the final Contract as well as the right and option to award or re-solicit Proposal alternates in any sequence or at any time deemed to be in the best interest of the Owner.

**17. SUBCONTRACTING:**

- A. Contractor shall not employ any subcontractor, supplier, or other person or organization whether initially or as a substitute, against whom the Owner may have reasonable objection. The Contractor shall not be required to employ any subcontractor, supplier, or other person or organization to furnish or perform any of the work against whom the Contractor has reasonable objection. The Contractor shall provide an opportunity for local subcontractors, minority and Disadvantaged Business Enterprises (DBE's) subcontractors to participate in the work.
- B. All subcontractors, suppliers, or other persons or organizations (including those who are able to furnish the principal items of materials or equipment) shall be submitted to the Owner for acceptance if requested by Owner. The Owner's acceptance, in writing, of any such subcontractors, suppliers, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by the Owner of any such subcontractor, supplier, or other person or organization shall constitute a waiver of any right of the Owner to reject defective work. Action by the Owner awarding a Contract to a firm that has disclosed its intent to assign or Subcontract in its response to the RFP, shall constitute approval thereof.
- C. The Contractor shall be fully responsible to the Owner for all acts and omissions of the subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the work under a direct or indirect contract with the Contractor just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the resulting contract documents shall create for the benefit of any such subcontractors, suppliers, or other persons, or organizations, any contractual relationship between the Owner and any such subcontractors, suppliers, or other persons or organizations, nor shall it create any obligation on the part of the Owner to pay or to see to the payment of any money due any such subcontractors, suppliers, or other persons, or organization, except as may otherwise be required by laws and regulations.

D. The Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers, or other persons or organizations performing or furnishing any of the work under a direct or indirect contract with the Contractor. The Contractor shall require all subcontractors, suppliers, or other persons or organizations performing or furnishing any of the work to communicate with the Owner through the Contractor.

E. All work performed for the Contractor by a subcontractor or supplier shall be pursuant to an appropriate agreement between the Contractor and the subcontractor or supplier that specifically binds the subcontractor or supplier to the applicable terms and conditions of the resulting contract for the benefit of the Owner.

18. **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM:** The Owner promotes policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services.

Disadvantaged Business Enterprises, as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The Contractor shall use their best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

19. **CONTRACT:** The contents of this RFP and all provisions of the successful proposal deemed pertinent by the Owner may be incorporated into a contract and become legally binding when approved and executed by both parties. Contents of the Contract may contain changes from the Owner's perspective as a result of the RFP process and proposal(s) received. The final negotiated contract may include the scope of work as outlined in this RFP along with the successful Contractor's submittal and any additions or deletions made at the discretion of the Owner as a result of this RFP process. The Contract will be a standby contract for use in dealing with response to emergency situations. Work related to the Contract shall commence upon issuance of a Notice to Proceed.

20. **PROPRIETARY INFORMATION:** Proposers should be aware that the Request for Proposal and the responses thereto are in the public domain. However, the proposers may identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

A. All proposals received from proposers in response to this Request for Proposal will become the property of the Owner and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will also become the exclusive property of the Owner. The Owner has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal submitted does not

affect this right.

21. **LICENSES AND CERTIFICATES:**

- A. The Owner reserves the right to require proof that a Prospective Contractor is an established business operating in compliance with the law.
- B. Each Prospective Contractor shall be licensed and qualified to do business in its area of expertise. Each firm shall submit with their proposal a copy of, and maintain the appropriate licenses and certificates during the term of any resulting contract, and any extensions.
- C. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.

22. **CONTINUING THE WORK:** The Contractor shall carry on the work and adhere to the progress schedule during all disputes or disagreements with the Owner. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Owner and Contractor may otherwise agree in writing.

23. **WAIVER OF CLAIMS:** Once any contract resulting from this RFP expires, or final payment has been requested and made, the respective Contractor shall have no more than ninety (90) calendar days to present or file any claims against the Owner concerning such contract and thereafter, such claim shall be deemed waived.

24. **CHANGE IN SCOPE OF WORK:**

- A. The Owner may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Owner and Contractor. It is noted that this is a unit price contract and nothing herein shall limit the number of units of work which may be required by a disaster. Once issued a Notice to Proceed (NTP), unless limited by area or amount, the Contractor shall proceed at the daily directive of the Owner with the entire work required hereunder.
- B. If the Contractor believes that any particular work is not within the scope of work of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. If the Owner's Representative believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The Contractor may then assert its right to an adjustment under the terms and conditions set forth herein for claims.

- C. The Owner reserves the right to negotiate with the awarded Contractor(s) without completing the competitive RFP process for materials, products, services, and/or items similar in nature to those specified within this RFP for which requirements were not known or realized at the time of issuance of the RFP.
- D. The Contractor shall commence performance on the date set forth in the Notice to Proceed which date shall be determined by the Owner prior to, during, or after any disaster.
- E. The Contractor shall, after Notice to Proceed and with the Owner's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a daily basis. The plan will be updated each day of operation. Contractor shall provide a computerized daily update of progress, showing the streets cleared by web map, the volumes recovered, the location of crews, and the estimated percentage completion. Such program shall be web based, and shall be accessible by the Owner with a password provided by Contractor or as an active website available without password to the public, as instructed by the Owner. Contractor shall provide examples of such work plan, their web based programs, their plans for its use, and the hosting thereof in their proposal.

**25. USE OF PREMISES:**

- A. The Contractor shall assume full responsibility for any damage to any work areas or to the owner, homeowner, or occupant thereof, or of any adjacent land or areas, resulting from the performance of the work. Contractor shall maintain a toll-free hotline answered 24 hours per day to professionally accept homeowner and other claims. Contractor shall provide in its proposal, a summary of and sample computerized documents exhibiting its complete claim resolution program to include computerized complaint logs, complaint report forms, site visit and inspection forms, and computerized resolution reporting forms and summaries for the Owner. Should any claim be made by any such owner or occupant because of accident, intentional act, the performance of the work, or for any other such reason the cause of which is the Contractor or their Subcontractors, Agents or Employees, the Contractor shall promptly settle with such party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. Contractor shall provide a weekly computerized update of all claims and complaints and their disposition, both individually and in summary form.
- B. During the progress of the work, the Contractor shall keep their sites free from accumulations of waste materials, rubbish, and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials, rubbish, and debris from and about the sites, as well as tools, appliances, equipment, machinery and/or surplus materials.

- C. The Contractor shall take care to monitor and make every effort to prevent or mitigate spills of petroleum products and hydraulic fluids. Any such spills shall be remediated immediately by the Contractor.
- D. No tracked equipment shall be allowed on public streets or R.O.W.'s without the written permission of the Owner.

- 26. **ESTIMATED QUANTITIES:** The Owner reserves the right to increase or decrease estimated quantities as required. Estimated quantities as shown within of this RFP are for estimating and proposal purposes only. It is understood by all Prospective Contractors that these are only estimated quantities and the Owner is not obligated to purchase any minimum or maximum amount during the life of the contract. The actual volumes of any work can only be identified subsequent to a disaster, and as the work proceeds. The Contractor shall be required to perform all work required by the Contract regardless of volume.
- 27. **PERFORMANCE:** The selected Contractor shall perform the resulting contract in a timely fashion. If the disaster is such that it may reasonably be predicted in advance, Contractor shall coordinate response with the Owner 24-48 hours prior to the arrival of the disaster. If the disaster is such that the disaster could not be predicted, the Contractor shall respond to a request for service by the Owner within 24 hours after the event. Contractors personnel shall assist the Owner to plan a response, plan for the arrival of the event if possible, and to initiate initial debris removal operations. Contractor shall mobilize work crews and heavy equipment within such period of time as may be set forth within the Notice to Proceed. Crews shall be mobilized in a staggered phasing so as not to overwhelm the resources of the Owner.
- 28. **PAYMENT AND PERFORMANCE BONDS/SURETY LETTER:** The successful bidder shall be required to provide payment and performance (surety) bonds for the entire amount of the Contract price to insure the successful performance of the terms and conditions of the contract. The payment and performance bond shall be subject to forfeiture for failure on the part of the successful bidder to perform its obligations under the contract. The bond must be provided within seven (7) days of written Notice to Proceed.

The payment and performance bond is to be secured from a surety or insurance company 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 ten percent of policyholders' surplus as shown in the A.M. Best's key rating guide and is licensed in this State to write surety bonds.

As this Contract is on a Standby Emergency Basis, the Owner must be certain that the offeror 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 Owner requires the Proposed 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 as set forth herein. The Letter of Commitment shall exhibit clearly the proposed Contractor's ability to obtain, and upon a valid Notice to Proceed, the surety's obligation to provide, a surety Payment and Performance bond for the Project for an amount up to \$250,000. The Owner reserves the right to seek clarifications to satisfy the requirements of the commitment letter. See the attached sample Surety Commitment letter. Failure to include an appropriately executed letter from the surety in acceptable format shall be grounds for rejection of the Proposal.

29. **PAYMENT/INVOICES:** All Prospective Contractors must specify on their Proposal letter the exact company name and address which must be the same as shown on invoices submitted for payment. Contract payments shall be made in arrears, within fifteen (15) days after approval of a billing statement for actual work done by the Contractor(s). All billing statements or invoices submitted for payment shall be original and should be sent to Owner at the following address:

Town of Oriental  
PO Box 472  
Oriental, NC 28571

Billing statements or invoices should include company name and address, locations of where work has been performed, reconciliation sheets for each day's work, and support documentation as required. The successful Contractor will be responsible for all work and/or debris deemed ineligible. Retainage will be withheld from each contract payment in the amount of ten (10 %) percent. Retainage will be released upon the completion of the project including the resolution of all complaints, but not sooner than 90 days after the completion of all contract work to insure timely completion of the project and/or discovery of damage to public or private property. Contractor shall provide a final bill for all retainage and shall submit an executed release of liens from all suppliers and subcontractors used on the project.

Invoices submitted for payment shall be accompanied by an electronic worksheet, in Microsoft Excel format, which includes information contained in the approved worksheets and/or debris ticket. The final format of the daily worksheet and information to be contained will be approved and agreed upon by the Contractor and the Contract Administrator. Any discrepancies between the Owner's records and the Contractor's submittals must be rectified, to Owner's satisfaction, by the Contractor, before payment on those items will be made by the Owner. Contractor shall computerize all tickets daily and present to the Owner as a summary reconciliation document within (48) hours of the daily completion of the work. Contractor shall note that thousands to tens of thousands of tickets may be produced per day and Contractors plans and computer program must encompass such potential volumes. Contractor should provide sample forms and program formats, describe their data processing experience, their data management center (if any), their data management programs and procedures and their key data management personnel in their proposal.

Owner and Contractor shall meet daily (within 48 hours of the issuance of the tickets) to reconcile tickets and work performed. Contractor shall revise the computerized reconciliation sheets with any corrections discovered and re-present a corrected Daily Reconciliation sheet to the Owner for signature within twenty-four (24) hours thereafter. Both the Owner and the Contractor shall execute each Daily Reconciliation sheet after being verified as correct. Such Daily Reconciliation sheets shall then become the basis for billing documentation.

30. **RECORDS AND RIGHT TO AUDIT:** The Contractor shall maintain adequate records, documents, and information to justify all charges, expenses and costs incurred in performing the work for at least five (5) years after completion of this contract. The Owner shall have access to such books, records, and documents as required in this section for the purpose of inspection, reproduction, audit, and/or during normal business hours, at the Owner's expense, upon five (5) days prior written notice.
31. **SAFETY:** The Contractor shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, its employees on the job, and others. The Contractor shall comply with all applicable provisions of federal, state, and municipal safety laws, insurance requirements, standard industry practices, the requirements of the operations and this contract. The Contractor, directly or through its subcontractors, shall erect and properly maintain at all times, as required by the conditions and progress of the work, necessary safeguards for the safety and protection of the public, including securing areas, posting danger signs, placarding, labeling, or posting other forms of warning against hazards. When use of hazardous materials or equipment or unusual methods are necessary for execution of the work, or when the work includes the cleanup, remediation, and/or removal of bio-solids, bio-hazardous waste, or any hazardous or toxic materials, trash debris, refuse, or waste, the Contractor, its subcontractor(s) and their employees shall be trained and certified as required in the proper handling, use and care of equipment, materials, and hazardous operations, and shall exercise the utmost care and perform such activities under the supervision of properly qualified and/or competent personnel.
32. **INSURANCE REQUIREMENTS:**
- A. Prior to the time Contractor is entitled to commence any part of the project, work or services, Contractor shall procure, pay for, and maintain at minimum the following insurance coverages with the stated limits or greater. Said insurance shall be evidenced by delivery to the Owner of (1) certificate of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the Owner, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract and any additional extensions. In addition, the Owner reserves the right to request physical evidence of this coverage by requesting the policy declaration page, and/or an estopped copy from the

agent and/or company verifying the coverage is and/or has been continually in effect.

The Contractor shall secure and maintain, at its sole cost and expense during the contract term and any subsequent extensions, the following insurance:

1. **Commercial General Liability** - in the amount of 2 million dollars (\$2,000,000.00) aggregate/one million dollars (\$1,000,000.00) per occurrence. The General Aggregate limit shall either apply separately to the resulting contractor or shall be at least twice the required occurrence limit.
2. **Comprehensive Automobile Liability** - covering any automotive equipment to be used in performance of the service, with a minimum limit in the amount of Five Hundred Thousand dollars (500,000.00) per occurrence combined single limit / Any Auto. Physical Damage Insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles.
3. **Worker's Compensation** - Proposer shall provide a policy with employers liability coverage with limits of not less than one million dollars (\$1,000,000.00) per occurrence for each accident or illness. The Worker's Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the Owner. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall supply a signed copy of said notice.

Any such exemption shall meet the requirements that qualify for an exemption under the applicable Worker's Compensation law.

**B. Conditions:**

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal or any material change in coverages or limits, a notice thereof shall be given to the Owner by certified mail to: Contractor shall also notify the Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve the Contractor of this requirement to provide notice.
2. Companies issuing the insurance policy, or policies, shall have no recourse against the Owner for payment of premiums.
3. The term "Owner" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of

the Town and individual members, elected officials, employees thereof in their official capacities, and/or while acting on behalf of the Owner.

4. Owner shall be named as an additional insured on all policies of insurance. The policy clause "Other insurance" shall not apply to any insurance coverage currently held by the Owner to any such future coverage, or to the Owner's Self Insured Retentions as, if any, of whatever nature.

**C. Subrogation:**

Contractor hereby waives subrogation rights for loss or damage against the Owner.

33. **PUBLIC ENTITY CRIMES:** All Proposers are hereby notified that a person or affiliate, who has been placed on the convicted vendor list, or the Federal suspension and/or debarment list, may not submit a proposal under this Request for Proposal. By submitting this Proposal, the Proposal Contractor certifies they are not suspended or debarred nor does their submittal violate the provisions of this paragraph.

34. **CONFLICT OF INTEREST:** The Contractor shall promptly notify the Contract Administrator, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that such person may undertake, and request an opinion of the Owner as to whether the association, interest, or circumstance would, in the opinion of the Owner, constitute a conflict of interest. The Owner shall respond to such notification by certified mail within thirty (30) days.

BY SUBMITTING THIS PROPOSAL, THE CONTRACTOR CERTIFIES THAT THEY HAVE NO CONFLICT WITH ANY EMPLOYEE, AGENT, ELECTED OFFICIAL OR OFFICER OF OWNER, NOR ANY OTHER CONFLICT AS MAY BE SET FORTH HEREIN.

35. **COLLUSION:** More than one Proposal from an individual, firm, partnership, corporation, association and/or related parties under the same or different names will not be considered. If the Owner believes that collusion exists among Proposers, all Proposals from the suspect firms will be rejected. Related parties mean Prospective Contractors or the principals thereof, which have a direct or indirect ownership and/or profit sharing interest in another Prospective Contractor or Pro-Proposer.

Prospective Contractors shall comply with all local, state, and federal directives, orders, and laws as applicable to this RFP and all resulting contract(s).

Prospective Contractors, by responding to this RFP, certify that such response is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

**36. PROTEST PROCEDURE:**

- A. PROPOSAL PROTESTS. Any actual or prospective bidder/proposer, who is allegedly aggrieved in connection with the issuance of a proposal package or pending award of a contract, may protest to the Owner.
- B. REQUIREMENTS TO PROTEST:
- a) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 pm on the fifth full business day after issuance of the proposal package.
  - b) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 pm on the fifth business day after the posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
  - c) A formal written protest is considered filed with the Owner when the Contract Administrator receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the proposer.
- C. SOLE REMEDY: These procedures shall be the sole remedy for challenging the content of this RFP or the award of a contract. Prospective Contractors are prohibited from attempts to influence, persuade, or promote a proposal protest through any other channels or means. Such attempts shall be cause for suspension of the offending party's proposal and protest.
- D. AUTHORITY TO RESOLVE: The Contract Administrator shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 pm on the fifth business day after the filing thereof.
- E. REVIEW OF CONTRACT ADMINISTRATOR'S DECISION. The protesting party may request a review of the Contract Administrator's decision by delivering a written request by 5:00 pm on the fifth full business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and

arguments, which the proposer deems relevant to the issues raised in the request for review. If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the purchasing department, the Contract Administrator shall immediately cancel or revise the solicitation or award as the Contract Administrator may deem appropriate.

If it is determined that the solicitation or award should be upheld, the Contract Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 pm on the fifth full business day after the protest. The decision shall be final and conclusive as to the Owner unless any further action is taken by the party making the original protest.

F. STAY OF PROCUREMENT DURING PROTESTS. There shall be no stay of procurement during protests.

37. **AWARD AND TERM:** The Owner reserves the right to award a contract or contracts to the Contractor(s) that the Owner deems to offer the best overall proposal. The Owner is therefore not bound to accept a proposal on the basis of lowest price. In addition, the Owner, at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, or to re-advertise with either the identical or revised specifications, if it is deemed in the best interest of the Owner to do so. The Owner also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the Owner's best interest. At the discretion of the Owner, the successful Contractor(s) may be awarded a contract for one (1) years with five (5) subsequent one (1) year renewals permissible, upon mutual written agreement and, approval of Owner.
38. **JURISDICTION:** This Request for Proposal and any resulting Contract shall be governed by the Laws of the State of North Carolina as to form and content.

## SCOPE OF WORK

### A. Clearing and /or removing debris from the public right-of-way, streets and roads to a temporary disposal area (DMS).

This action requires the mechanized loading of various types of debris thereby transporting the load to a predetermined storage and processing site (DMS). Debris is typically defined as scattered items and materials broken, destroyed, or misplaced by a natural disaster. Example: trees, construction and demolition material and personal property. Right-of-way is typically defined as the portion of land over which a facility, such as highways, railroads, or power lines are built. This includes land on both sides of the highway up to the private property line.

**A-1 – Vegetative Debris** - A cubic yardage rate associated with mechanical collection and transportation of vegetative debris from the public right –of-way to a predetermined disposal area. Vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks, and other leafy material. Vegetative debris in this instance has already been separated or requires no separation and has been placed on the right of way for collection.

**A-2 – C&D Debris** - A cubic yardage rate associated with the mechanical collection and transportation of construction and demolition debris from the public right of way to a predetermined disposal area or landfill. Construction and demolition debris generated by a disaster includes damaged components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and flooring, window coverings, plastic pipe, fully cured asphalt, heating and ventilating, and air conditioning systems and their components, light fixtures, small appliances, equipment, furnishings and fixtures. C & D debris in this instance has already been separated or requires no further separation and has been placed on the right of way for collection. In some cases this debris may be directed to a final disposal facility.

#### **A-3 Right of way (ROW) cutting partially uprooted or split trees (leaners)**

An eligibility determination shall be made by the jurisdiction or its representative using the following criteria:

- \* A tree is considered “hazardous” if its condition was caused by the disaster; if it is an immediate threat to lives, public health and safety, or improved property; and if it is six inches in diameter or greater, when measured two feet from the ground; **and one or more of the following criteria are met:**
  - It has more than 50 percent of the crown damaged or destroyed.
  - It has a split trunk or broken branches that expose the heartwood.
  - It has fallen or been uprooted within a public use area.
  - It is leaning at an angle greater than 30 degrees.

Trees determined by the jurisdiction to be hazardous and that have **less than 50 percent of the root-ball exposed** should be cut flush at the ground level. The cut portion of the tree will be included with regular vegetative debris. The eligible scope-of-work for a hazardous tree may include removing the leaning portion and cutting the stump to ground level.

#### **A-4 Right of way (ROW) removal of dangerous hanging limbs (hangers)**

Criteria for the removal of hangers will be determined by the jurisdiction using the **following criteria:**

Limbs must be:

- Greater than 2” in diameter
- Still hanging in a tree and threatening a public-use area (trails, sidewalks, etc.)
- Located on improved public property

All hazardous limbs in a tree should be cut at the same time, not in passes for particular sizes.

An eligible scope-of-work will be to cut the branch at the closest main branch junction. Removing the entire branch back to the trunk is not the preferred method.

### **EQUIPMENT**

Demolition operations equipment may include but is not limited to the following:

- Dump Trucks
- Track type loaders
- Rubber tire front end loaders with grapple buckets
- Rubber tire front end loaders with 4 in 1 bucket
- Rubber tire backhoes with thumb
- Trackhoe and/or excavators
- Dozers
- Other specialized equipment as required.

All equipment used must meet current safety standards.

### **HAND CREWS**

Sufficient laborers with personal protective gear and sufficient hand tools and/or technician should accompany each work crew.

### **OPERATIONS**

- All debris will be picked up and loaded into haul trucks in a safe and workman-like manner. Debris shall be trimmed to ensure a safe load. Safety shall not be compromised.
- All construction and demolition materials shall be sized using heavy equipment to ensure maximum loading and safe transport of materials within EPA and DOT standards if applicable.
- Obvious hazardous materials shall be dealt with in accordance with the Owner task order.
- Traffic control personnel, with appropriate traffic control and safety equipment, shall be stationed as appropriate, at each approach point of the work area to maintain traffic control and prevent personal injury. Additional traffic control personnel will be stationed throughout the area, as needed, to ensure safe operations.

#### **B. Storm Deposited Silt-Canals**

Contractor shall remove storm deposited silt from drainage or recreational canals and by use of marsh buggy equipment, barge mounted equipment and via land based equipment where accessible. The Owner will direct the Contractor to use the means appropriate for silt removal. Contractor shall dispose of the silt at either a Town/County owned site or a site secured and paid for by the contractor.

#### **C. Ditch Cleaning**

Contractor will remove storm deposited silt and debris from drainage ditches. Contractor shall dispose of the silt at either a City/County owned site or a site secured and paid for by the contractor. The Contractor will load haul and dispose of debris, either vegetative or C&D at an Owner approved landfill. The width shall be determined by measuring the ditch from the highest elevation on one bank to the highest elevation on the opposite bank.

#### **D Cleaning and Clearing of Drain Line**

Contractor will clear drain lines such that they will be left clean and unobstructed to allow for full capacity drainage flow. Contractor shall dispose of the silt at either a Town/County owned site or a site secured and paid for by the contractor. The contractor will load, haul and dispose of debris, either vegetative or C&D at an Owner approved landfill. Measurement shall be by the inside diameter of the drain line.

#### **E Cleaning and Clearing of Catch Basins and Inlets**

Contractor will clear catch basins and inlets such that they will be left clean and unobstructed to allow for full capacity drainage flow. Contractor shall dispose of the silt at either a Town/County owned site or a site secured and paid for by the contractor. The Contractor will load, haul and dispose of debris, either vegetative or C&D at an Owner approved landfill.



**F. Carcass**

Contractor shall remove the carcass of all dead animals and dispose of in accordance with all federal, state and local rules and regulations.

**Pricing Schedule**

**Right of Way (ROW) cutting partially uprooted or split trees (Leaners)**

Falling partially uprooted or split trees from the ROW or the overhanging portion of the ROW and placing the debris in the ROW for removal as ROW debris

I. Partially uprooted leaner (price is inclusive of excavating the root ball and placing it in the ROW)

*Less than 24"	\$	225.00	per tree
*24 – 36"	\$	325.00	per tree
*Greater than 36"	\$	625.00	per tree

\* Diameter of tree at 2 feet from base

**Right of Way (ROW) removal of dangerous hanging limbs (Hangers)**

Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for removal as ROW debris

\$ 150.00 per tree

**Hourly Rates**

The cost associated with Additional Services will be billed by hourly rates. See Hourly Rates below:

<u>Equipment/Hourly</u>	<u>Unit</u>	<u>Unit Price</u>
Chip truck 7 ton	Hour	80.00
Bucket Truck	Hour	125.00
10 ton log truck	Hour	65.00
18" chipper	Hour	125.00
50 HP tractor with	Hour	75.00
	Hour	
<b>PERSONNEL</b>	Hour	<b>Unit Price</b>
Administrative Assistant	Hour	30.00
Climber w/ gear	Hour	30.00
Crew Leader	Hour	30.00
Foreman	Hour	30.00
Laborer	Hour	30.00
Operator w/ chainsaw	Hour	30.00
Project Manager	Hour	30.00
Superintendent w/ truck	Hour	60.00
Traffic Control	Hour	25.00
Tree Trimmer(crew)	Hour	225.00
Truck driver	Hour	30.00

**Town of Oriental, NC**  
STANDBY CONTRACT FOR PHASE 1 EMERGENCY RESPONSE, AND  
RECOVERY SERVICES

Date: 6/4/18

To: Town of Oriental  
507 Church St  
Oriental, NC 28571

\_\_\_\_\_  
Contract Administrator

\_\_\_\_\_  
Sally Belangia, Mayor

(TOWN SEAL)

The undersigned, having carefully and to our full satisfaction examined the Documents for: STANDBY PHASE I EMERGENCY RESPONSE, AND RECOVERY SERVICES hereby proposes to furnish the required services in accordance with this Agreement.

Owner/Contractor: Pamlco Tree Care LLC. Jonathan Mitchell

Title: owner

Authorized Signature: Jonathan Mitchell

Company Name: PAMLCO TREE CARE

Phone:

Company Address : 1002 OLD BAY RIVER RD

City, State, Zip Code : GRANTS BORO, NC 28529

Federal Tax I.D. Number: 20-1433350

Phone/Fax Number: 745 7232