REQUEST FOR PROPOSALS



DEBRIS MANAGEMENT & REMOVAL SERVICES

RFP # 2014-08-01

SUBMISSION DEADLINE 4:00 PM MONDAY SEPTEMBER 8, 2014

I. GENERAL INFORMATION

- a. Camden County hereinafter called "Owner", is soliciting proposals for debris management and removal services related to natural or manmade disasters in order to deal with the consequences of the landfall of a major storm event, or any other similar destructive event occurring during the term of this agreement.
- b. As used in this Request for Proposal (hereinafter "RFP") the terms "debris" and "eligible debris" shall mean any construction & demolition (C & D) materials, Land clearing and Inert Debris (LCID) (brush, vegetation, tree materials, etc.), bulky waste and/or white goods/metals. The terms "Proposer" and "Contractor" shall be considered to be synonymous.
- c. Upon selection of a Contractor a formal contract will be signed between Camden County and the Contractor.
- d. The Proposer needs to thoroughly review Camden County geography prior to submitting its proposal. There is a C&D landfill located within Pasquotank County typically used for the disposal of construction debris. The landfill also operates a Transfer Station for disposal of garbage and bulky waste.

II. INFORMATION AND INSTRUCTIONS

1. Submission Requirements

a. One (1) original and three (3) copies of proposals <u>must</u> be submitted in a sealed package by **4:00 PM Monday September 8, 2014** to the County in accordance with the instructions provided in this RFP as follows:

County of Camden Attention: County Manager P.O. 190 Camden, NC 27921

Express or hand deliveries may be sent to:
Camden County Administrative Office
Attention: County Manager
330 US 158 East
Camden, NC 27921

The proposal shall be clearly marked "Debris Monitoring Proposal" along with RFP 2014-08-01 on the outside of the proposal package. Proposers shall include all documents necessary to support their proposal and include them with their proposal.

Proposers assume the risk of the method of dispatch chosen. The County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the county. A proposer's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

Copies of the RFP will only be made available on the County website at www.camdencountync.gov

Proposers may submit questions about the RFP to Angela Wooten on or before Tuesday, September 2, 2014. Questions must be in writing and submitted by e-mail to awooten@camdencountync.gov. Questions will not be accepted over the telephone and anonymous questions will not be answered. All questions and answers will be posted on the County's website at camdencountync.gov. The County reserves the right to provide a combined answer to similar questions. Please check the website for updated information before submitting proposals.

2. Exceptions to the Request for Proposal (RFP)

a. It is anticipated that Proposers may find instances where they may take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the Owner, and a description of the advantage to be gained or disadvantages to be incurred by the Owner as a result of these exceptions.

3. Independent Contractor

a. The Proposer represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the Owner (County of Camden). Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the County of Camden, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The Proposer shall further understand that the (Owner) County of Camden cannot save and hold harmless and/or indemnify the Proposer and/or the Proposers employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposers employees performed in connection with the contract.

b. The Proposer represents and warrants to the Owner that the Proposer has, or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel required to perform the services under this contract. All services required of Contractor hereunder shall be performed by Contractor, or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. The Contractor represents and warrants to the Owner that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor shall remove from the work described in this Contract any person the Owner deems to be incompetent, careless or otherwise objectionable.

4. Right of Rejection and Clarification

a. The Owner reserves the right to reject any and all proposals, to waive minor irregularities in the evaluation process and to request clarification of, or additional information from any Proposer. The Owner also reserves the right to further negotiate minor modifications with the successful Proposer upon completion of the evaluation process prior to the execution of a final contract. The Owner is not obligated to enter into a contract on the basis of any proposal submitted in response to this document, is under no obligation to award this project to the Proposer having the lowest fee estimate and reserves the right to award a contract deemed most advantageous for the Owner.

5. Request for Additional Information

a. Prior to the final selection, Proposers may be required to submit additional information which the Owner may deem necessary to further evaluate the Proposer's qualifications.

6. <u>Denial of Reimbursement</u>

a. County will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem cost that are incurred.

7. Rights to Submitted Material

a. All proposals, responses, inquiries, or correspondence relating to, or in reference to, this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the County when received.

8. Period of Contract

a. The contract shall be for a base period of three (3) years with an option to renew for an additional one (1) year period, upon consent of all parties. The contract shall only be used on an "as needed" basis as determined solely by the Owner and there shall be no retainer paid in order to keep the Contract in effect.

9. Termination Clauses

- a. Failure to Provide Service: The Owner may cancel the contract at any time for breach of contractual obligations by providing the successful Proposer with a written notice of such cancellation. Should the Owner exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation.
- b. **Authority to Terminate:** The Camden County Manager is authorized to terminate this contract on behalf of the Owner.
- c. **Termination for Convenience:** The Owner shall have the right to terminate the contract without cause and at its convenience, when the Owner determines that it is in its own best interest to so terminate the contract.

10. Performance

- a. All payments under the contract resulting from the RFP shall be made only for services requested and approved by the Owner. No work effort will begin without written authorization (Notice to Proceed) from the Owner or its designee. The Contractor shall work on locations specified and prioritized by the Owner. Following activation by Owner, work shall continue until the Contractor receives written notification from the Owner that the services being provided are no longer required and should cease as of a specified date.
- b. The Contractor shall promptly correct all Work rejected by the Owner as failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

11. Access and Audits

a. The Contractor shall maintain adequate records to justify all charges, expenses and cost incurred in performing the services for a period of at least three (3) years. The Owner shall be entitled to audit the books and records of the Contractor or any sub-Contractor thereto to the extent that such books and records relate to the performance of the Agreement or any sub-contract to this Agreement.

12. Safety

a. The Contractor shall be solely responsible to assure the safety of their personnel in all activities that they, and their Sub-Contractors, perform. The Contractor shall also provide and take measures to protect the public and County personnel during their activities. Actions may include but are not limited to removal of unsafe equipment and unsafe personnel. Contractor will also be solely responsible to ensure that all Contractors' personnel are compliant with OSHA workplace requirements and are familiar with and adheres to the Debris Removal Contractors' Safety Plan at the debris loading site and Temporary Debris Storage and Reduction Site (TDSR).

III. MINIMUM REQUIREMENTS OF PROPOSER

1. Proposals shall include the following information at a minimum:

a. This RFP document signed by responsible party.

b. Contractor's Qualifications

• List of disaster specific experience within the last five (5) years, including the name of each client, a contact person, the size of each project, and the response time.

c. Insurance Certificates

- Contractor shall furnish a certificate from the insurance carrier or carriers showing such insurance as listed in Appendix B full force contract. This insurance shall be maintained for the term of the contract. At awarding of Contract, Certificates of Insurances shall be filed with the Owner and shall list the Owner as additional insured.
- **d. Fee Proposal** (List of costs for the unit prices and hourly rates contained in Attachment I.)
- e. Non-Discrimination Statement
- f. Statement that Contractor will meet all program standards as provided for in the Public Works Annex to the NC Emergency Management Plan.
- **g.** Financial Capability letter:(Proposer must provide evidence in the form of a letter from its bank confirming their financial capability to finance a multi-million dollar volume of work for a minimum of 45 days without interference or a slow-down of work.)
- **h. Technical Capabilities**: A narrative describing Proposer firm's approach to planning, county staff training, county staff augmentation, use of local subcontractors, project management, technical support for reimbursement procedures, and assistance in developing public information regarding recovery efforts.
- i. Equipment: A listing of equipment owned by Proposer's firm and dedicated to debris removal and recovery services, including a list of the equipment, serial number, and distance, in driving miles from Camden County. If listing rented or leased equipment owned by others, include subcontractors, identify these specifically and provide a copy of the lease contract as proof of its availability.
- j. Claims: Claims/litigation history, claims resolution, and status of the claims.

k. Existing Contracts: A listing of all existing contracts the Proposer has in Virginia and North Carolina.

IV. SPECIFIC PROVISIONS

- The successful Contractor must have a representative present in the Pasquotank County Emergency Operations Center or other designated location within thirty-six (36) hours of "Notification to Proceed" and be able to mobilize equipment and personnel to the designated location within forty-eight (48) hours of "Notice to Proceed". Camden County may be isolated for a period of twenty-four (24) to forty-eight (48) hours following, our most likely debris event; a hurricane. If necessary, the successful Contractor may be called upon to pre-stage in the region after a "Notice to Proceed". Contractor shall provide emergency phone numbers and names of contracts upon award notification.
- 2. The Contractor should be as self sufficient as possible. Lodging will be limited in Camden County following a major disaster and restaurants and fueling stations may also be affected rendering their services unavailable. Electrical outages in portions of Camden County following significant events such as a hurricane often exceed seven (7) days.
- 3. Experience has shown the fire departments, N. C. Forestry, farmers, and other volunteers generally have the initial cut through promptly completed. Emergency road clearing on highway Right of Ways (ROW) shall be performed on a time and material basis only as authorized by the Owner and up to seventy (70) hours or other limits allowed by Federal requirements as applicable. Work conducted on the ROW shall be limited to the point where fallen vegetation and other debris enter the ROW. No equipment or personnel may operate beyond the ROW unless specifically approved by the Owner.
- 4. The Owner will supply the Proposer with a list of potential local sub-Contractors. Proposals shall list the Contractor's ability to utilize local Contractors and their general requirements for doing so. Local Contractors must be used if all requirements are met.
- 5. The Contractor shall provide one day of Debris Management training per year to the Camden County staff during the month of July, as arranged by the Emergency Management Department. The Contractor shall also assist Camden County with updates and improvement to the Debris Management Plan annually.
- **6.** The Contractor shall provide all necessary security and oversight for all operations.

- **7.** The Contractor shall provide sufficient warning/safety devices for conducting work on streets and highways.
- 8. The Contractor shall operate during daylight hours, coordinating with landfills, unless otherwise directed by the Owner's designated representative. Removal of debris shall be restricted to between the hours from dawn to dusk, unless otherwise approved by the Owner. Contractor shall devote such time, attention and resources to the performance of Contractor's services and obligations hereunder as shall be necessary to complete this project. Contractor shall notify the Owner by close of business each Thursday whether weekend work is anticipated. Weekend work must be approved by the Owner.
- **9.** The Contractor shall hire and supervise any needed hazardous materials specialists and handle the disposal of all hazardous substances in accordance with all laws and regulations.
- **10.** The Contractor shall operate within the requirements of the Occupational Safety and Health Act and all other Federal and State Laws, rules and regulations.
- 11. The Owner shall accept the serialized copy of the Contractor's debris load ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s). They should include the following: (load tickets shall be turned in weekly)
 - Date
 - Preprinted Number
 - Hauler's name
 - Truck number
 - Truck Capacity in cubic yards
 - Load percentage full, as assigned by Debris Monitors
 - Load amount in billable cubic yards
 - Debris classification as burnable, non-burnable, mixed other
 - Point of origin for debris collected and time loaded
 - Dumpsite location and time dumped

- 12. The Owner will identify Temporary Debris Storage and Reduction Sites (TDSRS) in the Debris Management Plan. All site work on these sites must be approved by the Owner. The Contractor will prepare a site management plan in advance for these sites to include:
 - Access to site
 - Site management, to include point-of-contact, organizational chart, etc.
 - Site preparation, clearing, erosion control, and grading
 - Traffic control procedures
 - Site Safety
 - Site Security
 - Site Layout/Segregation of debris
 - Hazardous waste material plan
 - Location of ash disposal area, hazardous material containment area,
 Contractor work area, and inspection tower (if required)
 - Location of incineration operations, grinding operation (if required). Note:
 All incineration and grinding operations shall be in accordance with Appendix
 H, Public Assistance Debris Management guide, FEMA 325 dated July 2007 or
 latest edition, and with NC Division of Solid Waste and Air Quality Control.
 - Location of existing structures or sensitive areas requiring protection
 - Environmental mitigation plan, including consideration for smoke, dust, noise, traffic, buffer zones, storm water runoff.
 - All necessary licenses, permits, and fees for the same are the responsibility of the Contractor.
 - Scales/load tickets.
- 13. The Contractor shall be responsible for reporting to the Owner and cleaning up all spills caused by the Contractor's operation at no additional cost to the Owner or any other governmental entity. Immediate containment action shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state, and local laws and regulations.
- 14. Spills shall be reported to the Pasquotank-Camden County Emergency Management Coordinator within twenty-four (24) hours following discovery. A written follow-up shall be submitted to the EM Coordinator not later than seven (7) days after the initial report. The written report shall be in narrative form and as a minimum shall include the following:
 - Description of the material spilled
 - Determination as to whether or not the amount spilled is EPA/state reportable
 - When and to whom it was reported
 - Exact time and location of spill
 - Receiving stream or waters

- Cause of incident, and equipment and personnel involved
- Injuries or property damage
- Duration of discharge
- Containment procedures initiated
- Summary of all communication the Contractor had in regards to the spill
- Description of cleanup procedures
- **15.** The County will make the final decision regarding any and all dispute regarding project work compliance which may arise between the Debris Removal Contractor and the Debris Monitoring Contractor.

16. Contractor's Bonds

- a. Performance Bonds: Prior to beginning work, Contractor agrees to provide the Owner with performance bond payable to, in favor of, or for the protection of the Owner for the work to be performed under this Contract in an amount not less than the estimated contract amount, unconditioned for the full and faithful performance of this Contract. All insurance or bonds required under the terms of this Contract and General Conditions shall be issued by company licensed to do business in the State of North Carolina.
- b. **Payment Bond:** Prior to beginning work, Contractor agrees to provide the Owner with a payment bond conditioned for the prompt payment of all persons supplying labor or material in the performance of the work in an amount not less than the estimated contract amount.
- 17. In an effort to provide Minority and Women owned Business Enterprises (MWBE) with equal opportunity for participating in selling goods and services to the County of Camden, Proposers are required to make a Good Faith Effort to subcontract, where applicable, with or to purchase supplies from MWBEs.

18. Subcontracts

a. The Contractor shall be responsible for the compliance of all subcontracting parties and with any applicable local, State or Federal laws or regulations. The Contractor shall not employ any subcontractors who are on any FEMA listing of debarred contractors. The Contractor shall be solely responsible for timely paying its subcontractors. The Owner reserves the right to reject the selection of any subcontractor and to inspect the facilities and equipment of any subcontractor. If any subcontractor fails to perform or make progress, as required by the Contract, and the replacement of such subcontractor is necessary in order to complete the work hereunder in a timely fashion. The Contractor shall promptly replace such subcontractor, subject to the Owner's approval of the new subcontractor.

V. MISCELLANEOUS PROVISIONS

- 1. The Contract pursuant to this RFP shall not be assigned without the advance written consent of the Owner.
- **2.** The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work.
- 3. No waiver, alterations, consent or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Owner or his/her designee.
- 4. It is the Contractor's responsibility 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 proper execution and completion of the Work under the Contract.
- **5.** The Contract shall be deemed to be under and shall be governed by, and construed according to, the laws of North Carolina.
- **6.** Any litigation arising out of the Contract shall be had in the Courts of Camden County, North Carolina.
- 7. The proposer hereby certifies that the Contract made pursuant to this RFP is made without prior understanding or agreement with any corporation, firm or person who submitted bids for the Work covered by the Contract and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into the Contract and to execute same on behalf of the Contractor as the act of the said Contractor.
- **8.** Proposers must disclose any instance where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict. The monitoring firm should have no vested interest in the debris removal contractor, or the hazardous trees, limbs and stumps contractors.
- **9.** The Contract, including the RFP, the proposers responses, any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the Contract shall be deemed to exist or to bind either party hereto.

The County of Camden does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, marital status, genetic identification, political affiliation, or disability in matters affecting employment, or in providing access to programs to employees or in the provisions of goods and services

VI. SCOPE OF SERVICES

<u>Depending of the scope of the disaster, the Owner may elect to remove debris with Owner,</u> Local or NCDOT resources.

The objective of this Request for Proposal (RFP) and subsequent contracting activity is to secure the services of an experienced Contractor capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner in an effort to maintain the public health, safety, and well being of the Owner during response to a catastrophic situation within Camden County. The Contractor understands the Owner may experience events of lesser degree resulting in the need for debris removal. As such, the Owner reserves the right to award a contract for minor events to local contractors, or to utilize local or NCDOT resources if deemed to be in the best interest of the Owner. The Contractor understands that the contract may be executed in whole or in part pursuant to the assessment of damage and need for services and further understands the Owner does not guarantee the Contractor a specific amount of work under the contract or a specific amount of compensation hereunder. When activated, the Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of the Contract in the shortest time possible. Debris removal from private property may be added to the contract, as directed by the Owner. The work to be performed under the Contract shall consist of collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process or dispose of debris that is unrelated to disaster damage. Direction by the Owner in this proposal shall also mean direction by the Monitor and/or designee.

Trees, limbs and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way line or property line, and the public portion shall be removed under the contract. No debris shall be loaded without the presence of a monitor issuing a proper load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, and loading departure time.

The Contractor shall maintain Debris Work Sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Mechanical compacting shall be used when possible – manually compacted loads will be assessed as 50% loaded. The Contractor shall track and map streets cleared of eligible ROW debris during each pass and provide this information to the Monitor on a daily basis. To receive payment under this Contract, the Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by an Owner representative at each site. The Contractor shall be paid solely on the tickets issued and verified by the Monitor at the reduction sites.

1. Removal and Hauling Vegetative Debris:

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative debris collected from public property and ROW. The Contractor shall haul vegetative debris to a Temporary Debris Storage & Reduction Site (TDSRS) within the county as designated by Owner. This includes fallen tree and limb debris that is located on public property and ROW as well as hazardous limbs, trees and stumps removed by the Contractor under pay items 10 and 11 below and placed on public property or ROW. The Contractor shall provide an inspection tower in accordance with the information provided in Appendix A of this section. Payment under this pay item shall be based on a per cubic yard quantity.

2. Site Management and Reduction of Vegetative Debris by Grinding:

As needed, the Contractor shall manage one or more TDSRS sites designated by the Owner and shall reduce eligible vegetative debris by grinding. This may include vegetative debris delivered to the TDSRS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall comply with all laws and regulations. TDSRS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

3. Site Management and Reduction of Vegetative Debris by Burning:

As needed, the Contractor shall manage one or more TDSRS sites designated by the Owner and shall reduce eligible vegetative debris by air curtain burning. All debris burning must utilize an air curtain incinerator designed and operated to minimize release of pollutants. This may include vegetative debris delivered to the TDSRS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by NC Department of National Resources prior to final payment to the Contractor. TDSRS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

4. Loading and Hauling of Vegetative Debris Reduced by Grinding:

As needed, the Contractor shall load and haul reduced (by grinding) vegetative debris to a final disposal site as directed by the Owner. The Contractor may be required to remove and haul reduced vegetative debris from a TDSRS site or sites managed by others, to an approved landfill as directed by the Owner or Monitor. The Contractor shall provide an inspection tower in accordance with the information provided in Appendix A of this section. Payment under this pay item shall be based on a per cubic yard quantity.

5. Loading and Hauling of Vegetative Debris Reduced by Burning:

Contractor shall load and haul reduced (by burning) vegetative debris to a final disposal site as directed by the Owner. The Contractor may be required to remove and haul reduced vegetative debris from a TDSRS site or sites managed by others, to an approved landfill as directed by the Owner or Monitor. The Contractor shall provide an inspection tower in accordance with the information provided in Appendix A of this section. Payment under this pay item shall be based on a per cubic yard quantity.

6. Disposal of Vegetative Debris Reduced by Grinding:

Contractor shall dispose reduced (by grinding) vegetative debris at a final disposal site as directed by the Owner. The Contractor may be required to dispose eligible reduced debris delivered to the landfill by the Contractor or Owner, as directed by the Owner or Monitor. Disposal shall comply with all federal, state, and local laws and regulations. Payment under this pay item shall be based on a per cubic yard quantity.

7. Disposal of Vegetative Debris Reduced by Burning:

Contractor shall dispose reduced (by burning) vegetative debris at a final disposal site as directed by the Owner. The Contractor may be required to dispose eligible reduced debris delivered to the landfill by the Contractor, the Owner, or others, as directed by the Owner or Monitor. Disposal shall comply with all federal, state, and local laws and regulations. This pay item does not include loading or hauling. Payment under this pay item shall be based on a per cubic yard quantity.

8. Removal and Hauling of C&D Debris:

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading and hauling of all Construction and Demolition (C&D) Debris from public property and ROW. Contractor shall deliver C&D Debris to a final disposal site approved and directed by the OWNER. The Contractor may at his option, store C&D Debris at a TDSRS designated by Owner in order to improve turnaround time and avoid landfill congestion. No separate payment will be made for storage, management or re-hauling of C&D Debris. Additionally, the Contractor may be required to pick up and remove C&D Debris located at a TDSRS operated by others, as directed by the Owner or Monitor, for payment under this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

9. Disposal of C&D Debris:

As directed by the Owner or Monitor, the Contractor shall accomplish the disposal of all eligible C&D Debris delivered to the landfill by the CONTRACTOR, the OWNER, or others. Contractor shall dispose of all C&D debris at the final disposal site approved and directed by the OWNER. The Contractor may be required to pick up and remove disaster related C&D Debris transported from a TDSRS as directed by the Owner or Monitor for payment under this pay item. Removing materials and components prior to demolition (also referred to as "cherry picking") will not be allowed. Payment under this pay item shall be based on a per cubic yard quantity.

10. Removal of Hazardous Hanging Limbs:

The Contractor shall remove hazardous hanging limbs (hangers), that pose a threat, from trees over 2" in diameter, at the point of break, from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Trees with hazardous limbs must be identified by the Owner or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis, in limb categories as shown in the Bid Schedule.

11. Removal of Hazardous Leaning Trees:

The Contractor shall remove hazardous leaning trees (leaners) only if the tree is greater than six inches in diameter (measured at diameter breast height) and meets any of the following criterion: more than 50% of the crown is damaged or destroyed; the trunk is split or broken branches expose the heartwood; or the tree is leaning at an angle greater than 30 degrees and shows evidence of ground disturbance. The Owner or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis, as shown in the Bid Schedule.

If more than 50% of the stump root ball of the hazardous tree to be removed is exposed, the stump shall be removed along with the hazardous tree, as directed by Owner. The Contractor shall back-fill each stump hole flush with the surrounding ground with compatible material. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground.

12. White Goods/Metals:

The Contractor shall remove, decontaminate, transport, and recycle (or dispose if necessary) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. Freon shall not be released during the removal, hauling, or recycling. Payment under this item will be per each unit.

13. Electronics Waste:

The Contractor shall remove, haul, and recycle (or dispose if necessary) electronics waste (e-waste) from public property and ROW. Payment under this item will be per cubic yard.

14. Household Hazardous Waste:

Household Hazardous Waste (HHW) includes handling, removal and collection of propane tanks, appliances, paint, pesticides and other materials that are prohibited items from disposal in Subtitle D landfills and Class I and Class II rubbish sites. The Contractor will segregate these items from vegetative and C&D debris and load and transport the HHW to a collection site identified by the Owner. The HHW will be segregated in the field and hauled in concentrated loads. Payment under this item will be per cubic yard.

15. Priority of Work Areas:

The Owner will establish the priority, of, and shall approve the geographic work areas and types of debris in advance to the Contractor. Daily and/or weekly scheduled meetings (at the Owner's preference) will be held to determine approved work areas. In the event the Owner elects to utilize multiple debris removal companies (i.e. NCDOT, County Resources), each company may be assigned to a specific geographic area or type of debris. The Owner may choose to reassign areas at any time for any reason. The contractor shall remove all debris and leave the site from which the eligible debris was removed in a clean and neat condition with the understanding that there will be small quantities of leaves, twigs, bark, and household debris, etc., generally one-half cubic foot or less that is not picked up by equipment, machinery and general laborers used by the Contractor. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the Owner or its agent.

16. Debris Ownership and Hauling Responsibilities:

Once the Contractor collects debris, it is the property of the Contractor and the Contractor is solely responsible for all aspects related to the debris, including, but not limited to, the hauling and disposal of the debris. Notwithstanding the above, the Contractor will be responsible for all documentation related to the collection, and disposing of the debris for FEMA reimbursement purposes.

17. Debris Disposal:

- a. The Contractor shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State and local laws, standards and regulations. Final disposal locations will be at NC Department of National Resources approved facilities with prior notification to the Owner and their consent on the proposed disposal site. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all local, State, and Federal laws and regulations. Location and operation of all Temporary Debris Storage and Reduction Sites (TDSRS) must be approved by the Owner.
- b. The Contractor acknowledges, represents and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, or any other Federal, State or local agencies or authorities.
- c. The Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fee, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.
- d. The Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.
- e. The Contractor shall insure that all vehicles transporting debris are equipped with and use tarps or netting to prevent further spread of debris.

18. Tipping Fees:

Tipping fees/disposal costs for all debris/waste shall be paid by the Contractor and actual incurred cost shall be invoiced to Owner for reimbursement.

CRITERIA FOR EVALUATION AND AWARD

Evaluation Criteria: Submitted proposals will be evaluated and scored based upon the following criteria. The Owner may request Proposers to give an oral presentation. The Owner is not responsible for any expenses which may incur in the preparation and submittal of proposals requested by this RFP, including but not limited to, costs with travel, accommodations, interviews or presentation of proposals.

<u>Criteria</u>	Weight in Evaluation
Reasonableness of Cost (Fee schedule attached.)	25%
Proposer's Financial Capability	20%
Experience/References (A narrative describing experience and qualifications in similar contracting situations, with supporting data to include jobs completed and references, complete with contact information. Include debris management experience in the State of North Carolina for the past ten years.)	20%
Local Participation in the Work (A narrative describing your firm's approach to use of local sub-contractors, county staff training, county staff augmentation, planning assistance in developing public information regarding recovery efforts, etc.)	15%
Equipment (A listing of equipment owned by proposer dedicated to debris removal and recovery services. If rented or leased equipment is listed, a copy of the lease contract must be included as proof of its availability.)	15%
Knowledge of Camden County and local/FEMA Emergency Management needs	5%

APPENDIX A:

The Contractor shall construct an inspection tower at each Temporary Debris Storage and Reduction Sites (TDSRS) as requested by the County. The tower shall be constructed using pressure treated wood or metal scaffolding. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2"x 8" joists, 16" O.C. with 3/4" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and ½" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Tower shall be built in accordance with approved N. C. Building Codes.

Contractor Equipment:

- 1. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations including, without limitation, all USDOT and state regulations, and are subject to the approval of the Owner. All loads must be secured and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.
- 2. The Contractor shall supply vinyl type placards identifying the Owner, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured cubic yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.
- 3. The Contractor shall furnish a complete and updated list identifying truck and trailers that will be used in the transport of Debris from the Temporary Debris Storage and Reduction Sites (TDSRS) to the permanent disposal sites. The listing shall include the following information;
 - a. Truck and/or trailer license number.
 - b. Year, make and color of each truck and/or trailer.
 - c. Cubic yardage capacity of each trailer as measured and recorded by the Monitor
- 4. Each truck and trailer passing through disposal check points shall be identified by a contactor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the Owner shall not be paid for debris being transported.
- 5. The Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.

ATTACHMENT I

Insurance Requirements

1. Indemnification and Insurance

a. Indemnity

The Contractor hereby agrees to indemnify and hold harmless Camden County, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorney's fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Agreement.

b. **Insurance Requirements**

The Contractor, at its own expense, shall keep in force and at all times maintain during this Agreement:

• Commercial General Liability Insurance

Commercial General Liability Insurance, issued by responsible insurance companies authorized to do business in North Carolina and in a form acceptable to the county protecting and insuring against all the foregoing with coverage limits of not less than the following:

\$1,000,000.00 per person and \$2,000,000.00 per occurrence, with \$2,000,000.00 aggregate; Property Damage Liability of \$1,000,000.00 per occurrence, with \$2,000,000.00 aggregate. Products and Completed Operations \$2,000,000.00. Coverage shall also be included for any contractual assumption of liability by the Contractor under any hold harmless agreements or indemnification agreements provided elsewhere in these specifications. Policy must include coverage for all operations including explosion, collapse and underground damage hazards with the same limits as specified above. Aggregates shall apply on a "per job" basis.

Automobile Liability Insurance

The Comprehensive Automotive Liability Insurance coverage is to be on an occurrence basis, and is to include coverage for owned, hired, leased and non-owned vehicles, minimum limits as follows:

Bodily Injury Liability, \$1,000,000.00 each person, \$1,000,000.00 each occurrence; Property Damage Liability, \$1,000,000.00 each occurrence.

Workers' Compensation Coverage and Employer's Liability Insurance

Full and complete Workers' Compensation Coverage, as required by N. C. law and Employer's Liability Coverage in an amount not less that \$1,000,000 to cover all employees not covered under her State Worker's Compensation Act. Coverage shall include a waiver of subrogation in favor of the County of Camden.

Insurance Certificates

Annually, the Contractor shall provide the Owner with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to Camden County. Said Commercial General Liability policy shall provide that Camden County be an additional named insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

- Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent contractors' coverage, and the contractor shall be responsible for assuring that all subcontractors are properly insured.
- 2. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized to do business under the laws of the North Carolina.

ATTACHMENT II

FEE SCHEDULE

	FEE SCHEDULE	
1.	Vegetative storm debris, validated by load haul tickets, picked up at	
	the designated work zone; hauled to and dumped at a Temporary	
	Debris Storage and Reduction Site (TDSRS) or OWNER approved	
	recycling facility or disposal site.	
	Mileage Radius: 0-15 Miles	\$ /cu.yd.
		\$ /ton ★
	16-30 Miles	\$ /cu.yd.
		\$ /ton ≭
	31-60 Miles	\$ /cu.yd.
		\$ /ton ≭
	61-90 Miles	\$ /cu.yd.
		\$ /ton ≭
2.	Construction and Demolition debris, validated by load haul tickets,	
	picked up at the designated work zone; hauled to and dumped at a	
	Temporary Debris Storage and Reduction Site (TDSRS) or OWNER	
	approved recycling facility or disposal site.	
	Mileage Radius: 0-15 Miles	\$ /cu.yd.
		\$ /ton ≭
	16-30 Miles	\$ /cu.yd.
		\$ /ton ≭
	61-90 Miles	\$ /cu.yd.
		\$ /ton ≭
	91-100 Miles	\$ /cu.yd.
		\$ /ton ≭
	101-140 Miles	\$ /cu.yd.
	TOT-140 Willes	\$ /ton ≭
3.	Vegetative storm debris, validated by load haul tickets, hauled from	
	the Temporary Debris Storage and Reduction Site (TDSRS) for final	
	disposal to an OWNER approved recycling facility, disposal site or	
	landfill.	
	Mileage Radius: 0-15 Miles	\$ /cu.yd.
		\$ /ton ≭
	16-30 Miles	\$ /cu.yd.
		\$ /ton ≭
	31-60 Miles	\$ /cu.yd.
		\$ /ton ≭
	61-90 Miles	\$ /cu.yd.
		\$ /ton ★

4.	<u>Construction and Demolition debris</u> , validated by load haul tickets, hauled from the Temporary Debris Storage and Reduction Site (TDSRS) for final disposal to an OWNER approved recycling facility, disposal site or landfill.		
	Mileage Radius: 0-15 Miles	\$ \$	/cu.yd. /ton *
	16-30 Miles	\$ \$	/cu.yd. /ton *
	61-90 Miles	\$ \$	/cu.yd. /ton ≭
	91-100 Miles	\$ \$	/cu.yd. /ton ≭
	101-140 Miles	\$ \$	/cu.yd. /ton ≭
5.	<u>Tipping fees/disposal costs</u> for all debris/waste shall be paid by the CONTRACTOR and actual incurred cost shall be invoiced to OWNER for reimbursement.		
6.	Management, Processing and Loading of all eligible debris and/or residue at the TDSRS Including locating, leasing (if required), preparing and layout of site; maintenance and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris (chipping or grinding or burning as directed by the OWNER); furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, hazardous/toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS	\$ \$	/cu.yd. /ton ≭
7.	Collection, hauling and disposal of Refrigerator contents or spoiled	\$	/cu.yd.
	food/non-hazardous waste to OWNER approved disposal site.	\$	/ton 🛪
8.	Removal, hauling and disposal of household hazardous wastes (HHW)	\$ 4	/cu.yd.
9.	and other hazardous materials Removal, hauling, recycling (or disposal if necessary) of electronics	\$	/ton *
Э.	waste (e-waste).	\$ \$	/cu.yd. /ton ≭
10.	<u>Dead Animal Collection</u> , Transportation & Disposal	\$	/lb.

11.	Hazardous trees Standing Trees -Cutting of standing trees determined by OWNER as hazardous and hauled to the TDSRS for reduction.		
	FEE ONLY TO CUT TREE 6-12" Diameter	\$	/tree
	13-24" Diameter	\$	/tree
	25-48" Diameter	\$	/tree
	> 48" Diameter	\$	/tree
a.	Trees with Hanging/dangerous limbs ("Hangers")-		,
	Hangers will be considered any hanging/damaged limbs remaining in the tree(s) above the ROW of 2" or greater diameter. The Contractor, at the direction of the OWNER, will remove hangers for a unit price per tree		
	1 to 2 limbs	\$	/tree
	3 to 4 limbs	\$	/tree
	5 or more limbs	\$	/tree
b.	<u>Fallen Trees</u> – The CONTRACTOR shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris will be placed on the ROW for collection and hauled under vegetative rate.	Pric	e Included
12.	<u>Hazardous Stump Extraction</u> – The CONTRACTOR, at the direction of the Owner, will extract hazardous stumps greater than 24" in diameter. Each stump to be measured 2' from mean ground level. This item is for extraction fee only. For hauling purposes, stumps will be converted to cubic yd. measurement and hauled under vegetative rate.		
	24" – 36" diameter	eac	h
	36" – 48" diameter	eac	h
	49" diameter and greater	eac	h

13.	Fill Dirt — As identified and directed by the OWNER, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment and	\$ /cu.yd.
	vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety	
14.	Private Property Demolition and Debris Removal – The CONTRACTOR	
	shall operate beyond the Public Right-of-Way (ROW) only as identified	
	and directed by the OWNER. Operations beyond the ROW on private	
	property shall be only as necessary to abate imminent and significant	\$ per sq.ft.
	threats to the public health and safety of the community and shall	
	include, but is not limited to, the demolition of structures and the	
	removal and relocation of the debris to the public ROW	
15.	White Goods/Metals – The CONTRACTOR shall pick up at the	
	designated work zone, haul to and dump at a TDSRS and/or an	
	approved recycling/disposal facility all eligible white goods (i.e. items	\$ /unit
	requiring refrigerant, mercury or oil recovery) in accordance with all	
	federal, state and local rules, regulations and laws	
16.	<u>Freon Recovery</u> – The CONTRACTOR shall remove and recover Freon	
	from any white goods, such as refrigerators, freezers or air	
	conditioners, at the TDSRS or final disposition site in accordance with	\$ /unit
	all federal, state and local rules, regulations and laws	
17.	Closure and Remediation of the TDSRS - The CONTRACTOR shall	
	remove all CONTRACTOR equipment and temporary structures and	
	shall dispose of all residual debris from the TDSRS at an approved final	Price included
	disposition site. The CONTRACTOR is responsible for the reclamation	Frice included
	and remediation of the TDSRS site to its original state prior to use by	
	the CONTRACTOR	
18.	<u>Training and Assistance</u> Sessions for all key COUNTY personnel and	Price included
	assistance in all disaster debris recovery planning efforts as requested	
19.	<u>Preliminary Damage Assessment</u> – Determining the impact and	
	magnitude of the disaster event before federal assistance is requested,	
	identifying damaged locations and facilities, distinguishing between	Price included
	pre-disaster damage and disaster – generated damage, documenting	
	eligible costs and describing the physical and financial impact of the	
20	disaster The CONTRACTOR shall are identified to the contract of the contract o	
20.	<u>Temporary Storage of Documents</u> – The CONTRACTOR shall provide	Data to del 1
	storage of daily or disaster-related documents and reports for	Price included
	protection during the disaster event	

21.	<u>Debris Planning Efforts</u> – The CONTRACTOR shall assist in all disaster debris recovery planning efforts as requested by the OWNER. These planning efforts shall include, but are not limited to, development of a <i>debris management</i> plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and	Price included
	emergency action plans for debris clearance following a disaster event	
22.	Reporting and Documentation – The CONTRACTOR shall provide and	
	submit to the OWNER all reports and documents as may be necessary	Price included
	to <u>adequately</u> document the <u>Debris Recovery Services</u> in accordance	Frice included
	with FEMA/NC requirements	

^{*} Provide fee in both cubic yard and tons.

HOURLY FEE SCHEDULE

- 1/e · .	enance costs
Personnel/Equipment	Hourly Rate
30 Ton Crane	\$
50 Ton Crane	\$
40'-60' Bucket Truck	\$
> 60' Bucket Truck	\$
D-5 Dozer or Equivalent	\$
D-6 Dozer or Equivalent	\$
D-7 Dozer or Equivalent	\$
2-2 ½ Cubic yard Articulated Loader w/bucket	\$
3-4 Cubic yard Articulated Loader w/bucket	\$
Bobcat 753 or Equivalent Skid Steer Loader w/debris grapple	\$
Bobcat 753 or Equivalent Skid Steer Loader w/bucket	\$
John Deere 544 Wheel Loader or Equivalent w/debris grapple	\$
John Deere 644 Wheel Loader or Equivalent w/ debris grapple	\$
John Deere 690 Trackhoe, or Equivalent w/debris grapple	\$
John Deere 690 Trackhoe, or Equivalent w/bucket and thumb	\$
Rubber Tire Backhoe	\$
5-14 Cubic yard Dump Truck	\$
15-24 Cubic Yard Dump Truck	\$
25-34 Cubic Yard Dump Truck	\$
35-44 Cubic Yard Dump Truck	\$
45-54 Cubic Yard Dump Truck	\$
55-64 Cubic Yard Dump Truck	\$
65-74 Cubic Yard Dump Truck	\$
75+ Cubic Yard Dump Truck	\$
Rubber Tire Excavator	\$
300-400 HP Tub Grinder	\$
800-1000 HP Tub Grinder	\$
Stump Grinder	\$
Hand-Fed Debris Chipper	\$
Air Curtain Incinerator, self -contained	\$
Tractor with Box Blade	\$
125 -140 HP Motor Grader	\$
Scraper Scraper	\$
12 Ton Lowboy	\$
50 Ton Lowboy	\$
Water Truck (2000 gal.)	\$
Fuel/Service Trucks	\$

Pickup Truck, 4 X 4	\$
Pickup Truck, 1 Ton	\$
List any additional equipment Contractor may provide	\$
Climber with Gear	\$
Operator with Chainsaw	\$
Laborer , with small hand tools and Traffic Control Flag person	\$
Superintendent with Truck	\$
Foreman with Truck & cell phone	\$
Safety Superintendent	\$
Field Project Foreman	\$
Administrative Assistant/ Clerical	\$

^{*} Price for equipment applies only when equipment is operating.

Debris Management Terms

<u>Bulky waste</u> – A technical term used to describe waste types that are too large to be handled by normal waste collection/processing methods. This may include items such as sofas, recliner chairs, tables, box springs, mattresses, etc.

<u>Burning</u> – Reduction of woody debris by controlled burning. Woody debris can be reduced in volume by approximately 95% through burning. Air curtain burners are recommended because they can be operated in a manner to comply with clean-air standards.

<u>Cherry Picking</u> – Removing materials and components prior to demolition. This practice allows serviceable items to be removed intact, preserving their reuse potential and value. This typically include doors and windows, finish materials that are in suitable condition, mechanical equipment, electrical distribution components and cabling, light fixtures, and electrical equipment. Hazardous materials (such as PCB-containing ballasts, mercury switches and thermostats, and mercury-containing fluorescent tubes) are an exception and must be removed from electrical components and disposed of according to regulations.

<u>Construction and Demolition (C & D) Debris</u> – Waste generated by construction and demolition of buildings, such as bricks, concrete, drywall, lumber, miscellaneous metal parts and sheets, packaging materials, etc.

<u>Contractor</u> – A business which provides services to another entity under terms specified in a contract. Unlike an employee, a contractor does not work regularly for a company but agrees to undertake a large project, such as the removal of debris, and may hire and coordinate subcontractors to complete parts of the project. The terms "Contractor" and "Proposer" are, in this RFP, considered to be synonymous.

<u>Debris</u> – Items and materials broken, destroyed, or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, trees, construction and demolition material, and personal property.

<u>Electronic Waste (E-waste)</u> – Electronic Waste includes televisions, desktop and laptop computers, stereo equipment, cell phones and other similar waste.

<u>Grinding</u> (Chipping or Mulching) – Reducing wood related material by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75%, based on data obtained during reduction operations. The terms "grinding", "chipping" and "mulching" are often used interchangeably.

<u>Hazardous Waste</u> – Any waste or combination of wastes of a solid, liquid, contained gaseous or semisolid form which because of its quantity, concentration, or physical, chemical, or infectious characteristics may:

- Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
- Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

<u>Household Hazardous Waste (HHW)</u> – Products used in residences, such as paints and some cleaning compounds that are toxic to living organisms and/or the environment.

<u>Land Clearing and Inert Debris</u> (LCID) — Waste that is generated solely through land clearing activities such as stumps, trees, limbs, brush, grass, and other naturally occurring vegetative matter.

Load ticket – Load tickets are generally used for unit price contracts and are a focal point for quantity verification for payment.

<u>Proposer</u> – Party submitting a response, in the form of a bid, to provide services to another party. The terms "Proposer" and "Contractor" are, in this RFP, considered to be synonymous.

<u>Proposal</u> – Solicited submission by one party to supply services to another. A proposal is not a promise or commitment but, if accepted by the other party, its proposer is expected to follow through and negotiate for the creation of a binding contract. If submitted in response to a request for proposals (RFP), it normally constitutes a bid.

<u>Right-of-Way</u> – The designated area that lies between private property lines on the side that parallels the street that is dedicated to public use. This strip of land is the area over which public facilities such as highways, railroads, or power lines are built.

<u>Temporary Debris Storage and Reduction Site (TDSR)</u> – A location where debris is sorted, processed, reduced in volume, and/or disposed of (if debris management activities take place at a permanent disposal site).

<u>Tipping fee</u> – A fee for unloading or dumping waste at a landfill, transfer station, incinerator, or recycling facility

<u>Transfer Station</u> - A major facility at which debris from collection vehicles is consolidated into loads that are transported by larger trucks or other means to more distant final disposal facilities, typically landfills.

<u>Vegetative Debris</u> – Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy materials. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public right-of-way by residents and volunteers.

<u>White goods/Metals</u> – White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters.